

## Article 1 (Purpose)

The purpose of this Terms of Service Usage is to regulate on the needed terms and conditions for the various services (hereinafter referred to as "service") provided by MacQueen (hereinafter referred to as "company") to its members including respective rights, obligations, and responsibilities.

## Article 2 (Definition)

Definition of the terms used throughout this Terms of Service Usage is as follows.

1. The term "service" refers to various services provided by MacQueen to its members regardless of the device format (including wired/wireless devices ranging from PC, mobile devices).
2. The term "members" refer to clients using the services provided by the company by accessing the service and settling into an operational agreement based on this Terms of Service Usage with the company.

## Article 3 (Publishing and Revision of Terms)

Definition of the terms used throughout this Terms of Service Usage is as follows.

1. The company shall publish the Terms of Service Usage within the service page or connected page within the service page for its members to easily confirm the content.
2. The company may revise the Terms of Service Usage within the legal boundaries in a need basis.
3. Should the company revise the Terms of Service Usage, the company shall publish the revised content and its effective date 7 days prior to the initiation of the revised Terms of Service Usage. However, should the revised content be unfavourable to the members, the said content should be published 30 days prior to the initiation of the revised Terms of Service Usage.
4. Once the company publishes the revised content and should the members do not express any opinion regarding the revision, such silence shall be regarded as agreement to the revised Terms of Service Usage as there has not been any explicit express of disagreement to the revision.
5. For those members who do not agree to the revision, they may express the disagreement to the revision before the effective date and shall be able to terminate the service agreement.

## Article 4 (Interpretation of the Terms)

Definition of the terms used throughout this Terms of Service Usage is as follows.



1. The company may choose to implement a separate operational policy in addition to the Terms of Service Usage.
2. For sections that are not regulated in this Terms of Service Usage shall be interpreted based on a separate operational policy, operational guideline or related governing regulations.

## Article 5 (Settling Service Agreement)

Definition of the terms used throughout this Terms of Service Usage is as follows.

1. Service agreement is settled between the applicant wishing to be the member (hereinafter referred to as "membership applicant") who shall agree to the Terms of Service Usage and shall complete the application process as per the company protocol and the company which shall approve the application made.
2. The company may refuse to approve the application made should the applicant be one of the following categories laid out in the below clauses, and even after the approval should the applicant be categorized as one of the following clauses, the approved application may be revoked and terminated in later phase:
  - a. Should the applicant has lost the membership status in the past by the Terms of Service Usage
  - b. Should the applicant has used false name or other's name
  - c. Should the applicant has provided false information or has not provided the information requested by the company
  - d. Should the application is not possible to be granted an approval due to the applicant's fault or when the application has been made with the breach of Terms of Service Usage
  - e. Should the applicant is trying to use the service for unjust usages or for other for-profit purposes
  - f. Should the application have been made with a purpose that may deter the social and moral codes or to disturb the social stability
  - g. Should the applicant be under 18 years old and unsupervised
  - h. Should there be a reasonable decision by the company that finds the application or the usage of the service to be unjust or unlawful based on the Terms of Service Usage
3. The date of settlement for the service agreement may be specified in the application as date of account generation by the company, but it shall be based on the date of receipt of the notification by the applicant as per the Article 22.
4. The company may request for identification confirmation or authentication process through a professional agency to confirm whether the information specified is true within the relevant regulation.



## Article 6 (Modification of Member Information)

1. Each member may choose to access or modify personal information in our service. However, due to managerial issues, some of the information such as the ID may not be subject for a modification.
2. Should there be any changes in the member information, the member should notify the customer centre for such a change or should directly change the information at our service web.
3. Should there be any loss incurred due to changes that have not been reflected at our service web, the company shall not be held liable for such losses.

## Article 7 (Management of Member Information)

1. The company may restrict the email usage should the case be categorized in one of the following clauses.
  - a. Should there be a potential risk of exposure of private information
  - b. Should there be a risk of regarding the member to other 3<sup>rd</sup> party
  - c. If the case be regarded as unacceptable based on the social ethics
  - d. Should there be any damage to 3<sup>rd</sup> party rights
  - e. Should there be a risk regarding the member as company managementOr in any other cases where the company finds it reasonable to restrict the usage of the email account usage, the company has the authority to implement such restriction.
2. Once the ID (email) and the password that a member has registered are identical with the company records, the company shall regard the user as the due member.
3. It is the member's responsibility to safely secure the information regarding the access to the account such as password to prevent any unauthorized access to the member's account.
4. Should a member has lost the access information, or should there has been a forgery on the information or the said information being exposed to 3<sup>rd</sup> parties, such incident must be immediately notified to the company. The company may then decide to implement appropriate measure such as immediately suspending the account usage or etc.
5. The company shall not be held liable for any loss on the member should the loss, forgery, or exposure of private account information has taken place due to the fault by the member.

## Article 8 (Protection of Private Information)

The company shall do its best efforts to protect the private information of its members as per the relevant regulation such as ACT ON PROMOTION OF INFORMATION AND COMMUNICATIONS NETWORK UTILIZATION AND INFORMATION PROTECTION, ETC. and



PERSONAL INFORMATION PROTECTION ACT. Company's protocol on the private information management shall be applied in terms of protection and access to private information. However, for any other pages that are hyperlinked to an outside web shall not be applied with the company protocol.

### **Article 9 (Company Obligation)**

1. The company shall do its best efforts to conform to the Terms of Service Usage and relevant regulations to provide continuous and stable service to its members.
2. The company shall equip itself with security system for private information (including credit information) protection for its members to safely use the service, and shall publish and conform to the private information management protocol.
3. The company shall respond to opinions and complaints made by the members should such comment be regarded as acceptable and just, and shall inform the member regarding the response process and its results through board page within the service or by an email letter.

### **Article 10 (Member Obligation)**

1. Members should not be engaged in following actions.
  - a. Stealing of others information
  - b. Alteration of information posted by the company
  - c. Transmission of publishing of information other than that of the company's (computer programs and etc.)
  - d. Breach of intellectual property of the company or any other 3<sup>rd</sup> party
  - e. Interfering with business activities or defaming the company or any other 3<sup>rd</sup> party
  - f. Publishing of obscene, violent message, images, videos, false materials, or any other materials that are regarded as unacceptable based on the social ethics.
  - g. Unauthorized using of company service for profit usage without previous authorization
  - h. Various activities that impose higher pressure to the company server by unlawfully increasing the click or exposure rate using Agent, Script, Spyware, Toolbar or any of these automated tools without previous authorization from the company
  - i. Collecting other members' private information and account information
  - j. Any activities that are regarded as interference to the sound order of exchange services by imposing unjust effects to the service
  - k. Any activities that are regarded as unlawful or unjust



2. Members must conform to the relevant regulations, Terms of Service Usage, service guideline, or any other instruction provided by the company and shall not engage in any other action that may be regarded as an interference to the company operation.
3. For anyone who have been engaged in potentially damaging activities as based on Article 10 Section 1, Article 20, and relevant regulation, the company may impose following actions to the subject.
  - Suspension to the service access
  - Suspension of every activity within the service
  - Restriction of re-registration to the service (when confirmed, any other accounts under different names shall also be applied the same)

### Article 11 (Publishing Rights of Articles)

1. All articles published by the members within the service are subject for the regulation regarding publishing rights, and publishing of the article shall be regarded as granting a permanent license to the company with the following range of authorization.
  - a. Usage of articles for the operation, enhancement, improvement of service, development and promotion of new services including usage, editing, storage, copy, revision, publicizing, public demonstration, public publishing, and distribution
  - b. Rights of creation and distribution of secondary articles
  - c. Publishing of the article and allowing the articles to be broadcasted or aired in the media, telecommunication company
2. Should the company wish to use the article created by a member, the company may contact the member via phone, fax, or email to gain the approval.
3. Even when the member terminates the agreement or when the agreement has been duly terminated under the Article 21, the publishing license shall still be valid for the purpose laid out in section 1 on operational improvement, advertising and etc.

### Article 12 (Usage Rights for Articles)

1. Any damage or loss incurred due to unauthorized usage of articles published by members shall solely responsible by the publisher, where the company shall not be held liable.
2. Members should not use the articles to impose a harm to any rights including publishing rights and intellectual property rights. Should there be an incident of imposing such harm to any 3<sup>rd</sup> party, the subject shall solely liable for the loss and damage.
3. Members should not use the articles for profit usage either commercial or private without previous authorization by the publisher.



4. Should a member have been using the articles without an authorization from the company and has incurred damage to the company for such action. The member shall be responsible for compensating the loss and damage to the company in legal process.

### **Article 13 (Management of Articles)**

1. Members should not publish contents that breach 3<sup>rd</sup> party intellectual property or that contains false information. Should the published articles include contents that are against the regulations stipulated in the ACT ON PROMOTION OF INFORMATION AND COMMUNICATIONS NETWORK UTILIZATION AND INFORMATION PROTECTION, ETC. and PERSONAL INFORMATION PROTECTION ACT, the subject contents can be requested for suspension of publishing and deletion, while the company has the right to implement needful adjustment.
2. The company has the right to implement needful adjustment to articles that are regarded as breaching 3<sup>rd</sup> party rights, or false information, or as unjust in reference to the company policy or the regulation which includes refusal to post an article to deletion of the articles even without prior authorization from the publisher.

### **Article 14 (Ownership of Rights)**

1. All publishing rights and intellectual properties pertaining to the service are all duly owned by the company.
2. The company only provides usage rights to its members as per the terms and conditions for the service usage stipulated in the company policy, which members shall not have the right to transfer the usage rights or sell or use it as a mortgage to be provided to a 3<sup>rd</sup> party.

### **Article 15 (Providing of Service and Etc.)**

1. The company may separate the service into various service hour period. However, in such cases, the company shall be announcing the policy prior to its implementation.
2. In principle, the service is to be provided 24 hours a day without any holiday or day off in a year.
3. The company may temporarily suspend the service due to reasonable operational factors ranging from maintenance operation for telecommunication facilities and computer devices to repairing in case of malfunction, communication disruption and etc. However, in such a case, the principle is to notify and announce the suspension on the initial service page or in the announcement board in advance. Only during inevitable incidents, the company may choose to announce the suspension after it has taken place.



4. The company may choose to operate regular maintenance work if needed for full service operation, which shall take place as per the announced maintenance work schedule in the service page.

### Article 16 (Modification of Service)

1. The company has right to alter and change service contents, policies, and technical details in order to provide stable service operation.
2. In principle, the company shall specify the content for alteration along with its effective date prior to the changes. However, if inevitable, such announcements can be made after it has been implemented.
3. Members have the right to express refusal to accept the changes if in disagreement and may choose to terminate the agreement.
4. The company has the right to alter and suspend part or the entire service operation if needed in terms of operational and technical aspects, and if without any specific clause in the regulation, there shall not be any separate compensation to be made to its members.

### Article 17 (Usage of Service)

1. Terms for Service Usage:
  - a. Members shall use the service as per the policy laid out by the company and shall submit relevant information to the company in the service page.
  - b. The company shall provide the members with a brief summary on the exchange service desired by the member including the quantity of the cryptocurrency and etc. before the member submits in the information. The member agrees to the policy that even if such brief information sheet provided by the company has not been checked by the member, it would not affect the final submitted information by the member.
  - c. Members agree that the company shall not be held liable for any volatility of the cryptocurrency and that for incidents like suspension of the cryptocurrency market or other force majeure events as stipulated in the Article 23 Section 5, the company shall not be held liable for any loss incurred to the member by the company operation.
  - d. Member can initiate the exchange by transferring cryptocurrency to a personal cryptocurrency wallet issued by the company.
  - e. When a member submits an exchange order of cryptocurrency, the needful cryptocurrency must be stored in the personal wallet provided by the company in order to settle the received order sheet.
  - f. When a member request for a withdrawal of the possessed cryptocurrency to the company, the company shall initiate the transfer of the payment to an outside cryptocurrency wallet submitted by the member. In this case, all responsibility



pertaining to the accuracy of the wallet address is within the member, and the company shall not be held liable for any loss in relation to transfer being made to a wrong wallet address.

- g. The company may request for an identification authentication and personal confirmation through a professional agency within the current legal framework in order to confirm the detail provided during the deposit/withdrawal of cryptocurrency is consistent with the fact.

## Article 18 (Cautionary Remarks in Service Usage)

### 1. Cautionary Remarks in Exchange Service

- a. The company is putting its best emphasis on the safe transaction among the members. Thus, there shall not be any mediation work between the members or with any other 3<sup>rd</sup> party as per the Article 23 Section 4 in case of any dispute occurred. Moreover, as per the relevant regulation and on the protocols in private information process Article 3 Section 1, no personal or private information can be disclosed to any 3<sup>rd</sup> party in such dispute.
- b. If a specific function or content imposes a continuous damage to the transactions between the members, once there will be a submission of relevant information that can confirm the damage (captured image of the screen, communication records, transfer information of coin or cash and etc.), the company management will review the information and implement needful actions.
- c. The company shall provide systematic environment for exchange operation and shall provide needful policy and systematic environment for a safe transaction. However, should a member decide to do the transaction outside the features that are provided or the process guided by the company, the company shall not be held liable for any outcome and shall not provide any private user information in during such transaction.
- d. Once an exchange or withdrawal process has been completed, the exchanged coins will never be returned in any case. Thus, a confirmation on the transaction detail and coin quantity is strongly recommended. The company shall not be responsible for any loss in this regard.
- e. Articles that are left unattended for a certain period of time may be deleted. However, for transaction records, such information is stored as per the relevant regulation.
- f. The company may choose to refuse the exchange of coins that are submitted in the service page or implement a certain limitation in the exchange condition in the discretion of the company and without any prior announcement. For instance, the company may choose to limit the number of exchange coin quantity or limit the transaction with members based in certain areas.
- g. Members can cancel the order before the exchange has been settled for the information submitted in the service page.



- h. Should the balance of the coin possessed within the member wallet provided by the company be not enough to settle the order, the company may either cancel the entire order or execute partial order that can be executed using the balance.
- i. The company has the right to open or close the personal cryptocurrency exchange service that a member can use in the service page. If the company decides to close a certain cryptocurrency exchange market, all remaining unsettled exchange orders will be cancelled.
- j. The company may add or remove certain cryptocurrencies that members use in the discretion of the company. However, as long as there is no specific request by the authorities, the company shall put its all reasonable efforts to announce a deletion of cryptocurrency to its members in advance. Should a cryptocurrency be deleted in the service page, members should transfer the deleted cryptocurrency to an outside wallet within 30 days. The company shall not be held liable for any loss and expense incurred in this process.

### **Article 19 (Service Fees)**

- 1. Members should shoulder the expense fees incurred for the platform usage in transferring the cryptocurrency from the personal wallet to the company issued wallet. However, should the cryptocurrency be exchanged within the company issued wallet or should the transfer be made from the company issued wallet address to an outside wallet in a need basis by the company discretion, such service fees shall be catered by the company. Expenses incurred by all other transactions that have not been designated by the company shall be borne by the members.
- 2. Expenses and fees incurring from other services and terms are subject for a negotiation between the company and the members.

### **Article 20 (Restriction in Usage and Etc.)**

- 1. The company may restrict member log-in to the service page for following cases.
  - a. Consecutive errors in password submission
  - b. Incident of hacking or fraud
  - c. Under suspicion borrowed name
  - d. Operational reason requiring limitation in log-in
- 2. The company may restrict deposit / withdrawal by the member for following cases.
  - a. Should the payment be in larger quantity than the company policy guideline
  - b. Should the member trying to withdraw larger cryptocurrency than the ones possessed
  - c. Operational reason requiring limitation or delay in the deposit / withdrawal



3. Specific terms and conditions regarding the clauses for the limitations in the access to the service are subject for announcement in the company operational policy and usage guideline.
4. Should the service usage be limited or the usage agreement be terminated the company shall be announcing such implementation to its members as per the Article 22.
5. Members may file an objection to such implementation as per the procedures laid out by the company. Should the objection made be justifiable and be recognized by the company, the usage of the service operation will immediately be resumed.

## Article 21 (Termination of Service Agreement)

1. Members may choose to apply for a termination of the service usage agreement through the customer centre at any times if there is no current ongoing exchange service. Should the application be made, the company shall immediately process the application as per the relevant regulation.
2. The company may terminate the agreement should following incidents take place with the member.
  - a. Breach of Terms of Service Usage
  - b. Breach of relevant regulation such as ACT ON PROMOTION OF INFORMATION AND COMMUNICATIONS NETWORK UTILIZATION AND INFORMATION PROTECTION, ETC. by using illegal programs that interferes with the company operation, engaged in illegal communication and hacking, distribution of malicious programs, engaged in activities beyond authorization
  - c. Engaged in activities or attempted in doing activities regarding interfering with smooth operation of the service
  - d. Should the company find it reasonable to refuse the service operation to the member
3. If the termination of the usage agreement take place due to the above mentioned factors, all previous advantages from the service usage shall be void and there shall not be any separate compensation by the company.
4. If the usage agreement is terminated as per this Article, members shall be notified by the company as per the Article 22.
5. Once the usage agreement is terminated, all relevant information of the member shall be deleted except for the needful data that has to be stored as per the relevant regulation and by the private information process protocols.
6. Despite the above sections, should the company wish to terminate the agreement as per the Section 2, if the member files an objection to the decision, the company may choose to decide to store the member information for a certain period of time for the application processing, and shall delete the information after a certain period of time.



## Article 22 (Notification to Member)

1. When the company is making a notification to its members, should there not be any separate clause in this regard, the company may make the notification to the electronic address provided by the member.
2. When the company is making a notification to the entire members, the company may choose to use the administrator message in the bulletin board announcing the message to 7 consecutive days to regard the message as being duly notified to the entire members.

## Article 23 (Limitation of Responsibility)

1. The specific clauses on the limitation on the company responsibility are applied not only to the contractual compensation request by the members but also to compensation request based on illegal actions.
2. Contents within the service are only auxiliary to the service usage and they do not suggest or imply any sort of investment or transaction. The contents within the service and as well as information provided by an outside provider are all subject for a potential error, delay, and inaccuracy, which the company shall not be held liable.
3. Investment and transaction based on the service or from the information within the service page are subject for a potential loss of investment, of which final decision and responsibility shall only be with the users themselves. The company shall not be held liable for any loss incurred due to investment and transaction made by the members.
4. Information, opinion, materials, and etc. shared by the members within the service page do not have direct relationship with the company, and every legal responsibility related to the contents of the published materials are only between the publisher and the members who have accessed to the materials. Thus, the company shall not be held liable for any dispute between the members or with any other 3<sup>rd</sup> party, as well as shall be free from any legal obligation whatsoever regarding such dispute.
5. The company shall not be held liable for any loss incurred by force majeure incidents that makes the company unable to provide the service operation such as natural disaster, DDOS attack, IDC disorder, grid disorder from telecommunication operators.
6. The company shall not be held liable for any loss incurred by illegal server accessing attempts by a 3<sup>rd</sup> party, activities interfering with normal operation of the server, illegal access to personal member information or any other activities that puts the company within the current legal framework.
7. The company shall not be held liable for any loss incurred by cryptocurrency systematic failures, technical limitations, or any other disorders or service limitations that are inevitable in cryptocurrency.
8. The company shall not be held liable for any loss incurred by regular server maintenance operation work including the incidents stipulated in the Article 15.
9. The company shall not be held liable for any loss incurred by service disorder that has been caused by the fault of the member.



10. The company shall not be held liable for the credibility, accuracy, legal conformity of the contents published by the members in the service page.
11. The company shall not be held liable for its free usage of the service as long as there shall not be any specific regulation in this regard.
12. The company shall not be held liable for any loss incurred by an illegal action or a breach of Terms of Service Usage by an imputable member that has caused damage to another member or a 3<sup>rd</sup> party, making them to file a compensation for the damage to the company. In such a case, the imputable member shall be responsible for the action and shall cater the incident with its own expense and exempt the company from the following legal dispute.

### **Article 24 (Presiding Regulation)**

Dispute between the company and the members shall be presided by the codes and regulations of Saudi Arabia.

### **Article 25 (Effective Period of Terms of Service Usage)**

The Terms of Service Usage shall be applied from the 11<sup>th</sup> of January, 2019. In case of additional terms being added to this Terms of Service Usage, previous version of Terms of Service Usage shall be accessible in the below page.

