

# TERMS OF SERVICE

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Yinbi Global Alliance , LLC (“Yinbi”) provides tokens and token wallets (the “Services”) to its clients. You (“Client” or “Subscriber”) acknowledge that Yinbi (herein referred to individually as a “Party” and collectively known as “Parties”) and/or any of its parent companies or constituents will not be held liable for any and all liability arising from your use of the Services and Website (as defined below).

Yinbi Global Alliance, LLC (“隐币”) 向其客户提供代币和代币钱包 (“服务”)。您 (“客户”或“订阅者”) 承认隐币 (以下称为“我方”) 和/或其任何母公司或成员不承担您使用服务和网站 (定义见下文) 所产生的责任。

NOTE: THESE TERMS OF SERVICE CONTAIN A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION IN BINDING INDIVIDUAL ARBITRATION SECTION THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS OF SERVICE WITH RESPECT TO ANY DISPUTE (AS DEFINED BELOW) BETWEEN YOU AND YINBI, ITS AFFILIATES, PARENTS, OR SUBSIDIARIES. YOU HAVE A RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS DESCRIBED IN “BINDING INDIVIDUAL ARBITRATION” SECTION.

注意：这些服务条款包含一项具有约束力的个人诉讼和集体诉讼豁免规定，该规定影响您与隐币，及其附属机构，母公司，或子公司之间的任何争议（如下文所定义）中的权利。您有权根据“个人仲裁约束”章节所述退出具有约束力的仲裁和集体诉讼豁免规定。

## **ACCEPTANCE AND REGISTRATION接受和注册**

These Terms of Service are entered into by and between Subscriber and Yinbi. The following terms and conditions, including any exhibits and materials incorporated herein by reference (collectively, these “Terms of Service”), govern Subscriber’s access to and use of the Services and the Website. By using the Website or Services or by clicking to accept or agree to these Terms of Service, Subscriber accepts and agrees to be bound by these Terms of Service. If Subscriber does not want to agree to these Terms of Service, Subscriber must not access or use the Website or Services.

服务条款由订阅户和隐币订立。以下条款和条件，包括引用的任何附件或材料（统称为“服务协议”），管辖订阅户对服务和网站的访问和使用。通过使用本网站或服务或通过点击接受或同意该服务条款，订阅户接受并同意该服务条款的约束。如果订阅户不同意这些服务条款，则订阅户不能访问或使用本网站或服务。

These Terms of Service incorporate by reference the order page, order form, or similar webpage or screen displayed to Subscriber by the Website or Services when Subscriber subscribes to or purchases the Services (“Order Form”). The Order Form sets forth certain terms relevant to Subscriber’s use of the

Services and Website, including the scope of Services that Yinbi will make available to Subscriber and any applicable fees.

当订阅户订购或购买服务时，该服务条款包含在网站或服务向订阅户显示的订购页面，订购单或类似网页或屏幕（“订购单”）。订购单列出了与订阅户使用服务和网站相关的某些条款，包括隐币将向订阅户提供的服务范围以及任何适用的费用。

## LICENSE许可

Yinbi grants Subscriber a limited, non-exclusive license to use an account to which you have access for your personal, private, commercial, non-transferable, and limited uses solely as set forth herein and as set forth in any additional documentation and/or agreements applicable to the Services accessed by you (the “Account”). All intellectual property rights in the Services are protected by United States and international copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You may not copy or download any content from the Website unless you are expressly authorized to do so. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to any content on the Website or Services. Your rights are subject to your compliance with these Terms of Service as well as any other agreements applicable to Yinbi. New or future services that may be offered by Yinbi will require a separate subscription or agreement. Subscriber understands that these Terms of Service are limited to proxy services only and do not include any other services herein.

隐币授予订阅户有限的非排他许可，使您可以使用一个帐户，通过该账户访问此处以及任何其他文档和/或任何其他适用于“服务”的文档中所述的适用于您个人，私人，商业，不可转让和有限使用服务（“帐户”）。服务中的所有知识产权均受美国和国际版权，商业外观，专利和商标法，国际公约以及其他保护知识产权和相关专有权的法律的保护。除非获得明确授权，否则您不得从本网站复制或下载任何内容。您同意不删除，隐藏或更改本网站或服务上任何内容所附的版权，专利，商标或其他所有权声明。您的权利受您遵守本服务条款以及适用于隐币的任何其他协议的约束。隐币可能提供的新服务或未来的服务需要单独的订阅或协议。订阅户理解这些服务条款仅限于代理服务，且不包括任何其他服务。

## CONDUCT行为

You agree to comply with all applicable laws and regulations in connection with the use of the Services and the Website. In addition, you agree that neither you nor any other user to whom you have provided access will engage in any of the following activities:

您同意遵守与使用服务和网站相关的所有适用法律和法规。此外，您同意您或您提供访问权限的任何其他用户都不会参与以下任何活动：

- Sending or receiving unsolicited and/or commercial emails in violation of law, promotional

materials, “junk mail,” “spam,” “chain letters,” or “pyramid schemes”;

发送或接收违反法律的未经请求和/或商业电子邮件， 宣传材料， “垃圾邮件”， “刷屏信息”， “连环信”或“传销”；

- Exploiting, possessing, producing, receiving, transporting, or distributing any illegal content, including but not limited to any sexually explicit depiction of children;  
开发， 拥有， 生产， 接收， 运输或分发任何非法内容， 包括但不限于对儿童的任何色情描述；
- Uploading, possessing, receiving, transporting, or distributing any copyrighted, trademark, or patented content which you do not own or lack written consent or a license from the copyright owner;  
上传， 拥有， 接收， 传输或分发您不拥有或没有书面同意或版权所有者的任何受版权保护的内容， 商标或专利内容；
- Forging headers or otherwise manipulating e-mail identifiers in order to mask or mislead the origins of certain content;  
伪造标题或以其他方式操纵电子邮件标识符以掩盖或误导某些内容的来源；
- Interfering with the usage of the Services or the Website to any other user, client, host or network which reduces the quality of the Website or the Services for other clients and users;  
干扰本服务或网站任何其他用户， 客户端， 主机或网络， 从而降低其他客户和用户使用网站或服务的质量；
- Using the Services or the Website to engage in Denial-of-service (“DOS”) attacks to any third-parties or to Yinbi;  
使用服务或网站对任何第三方或隐币进行拒绝服务 (“DOS”) 攻击；
- Accessing data, systems or networks including attempts to probe scan or test for vulnerabilities of a system or network or to breach security or authentication measures without written consent from the owner of the system or network;  
访问数据， 系统或网络， 包括尝试探测扫描或测试系统或网络的漏洞， 或在未经系统或网络所有者书面同意的情况下破坏安全或认证措施；
- Using the Services or the Website to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm, injury or destruction of property, defames one or more third parties, or promotes any act of cruelty to animals; or  
使用服务或网站传输（通过电子邮件， 上传， 发布或其他方式）任何威胁或鼓励人身伤害， 伤害或破坏财产的材料， 诽谤一个或多个第三方， 或宣传任何虐待动物的行为；或
- Accessing the Services or the Website to violate any laws at the local, state and federal level in the United States or the country/territory in which you reside.  
访问服务或网站违反美国或您居住的国家/地区的地方， 州和联邦级别的任何法律。

## **EXPORT CONTROLS 出口控制**

By using the Website, you represent and warrant that you are not listed on the U.S. Commerce Department's Table of Denial Orders, the U.S. Treasury Department's lists of specially designated nationals, or otherwise denied the privilege of participating in transactions involving the export of U.S.-origin products and services.

通过使用本网站，您声明并保证您未被列入美国商务部的拒绝订购表，美国财政部的特别指定国民名单，或以其他方式被剥夺参与涉及美国原产地出口的产品与服务交易的特权。

## **BREACH 违反**

Yinbi abides by a zero tolerance policy relating to any activity which breaches or violates these Terms of Service. Clients who materially breach these Terms of Service will have their Account removed without any refund. Additionally, Client understands that Yinbi expressly reserves the right to hold the Client or any third-party using the Services or the Website on Client's behalf responsible for any and all financial damages and losses which may be incurred arising out of said breach or breaches, including, but not limited to attorney fees, fees for expert witnesses, court costs, and other charges.

隐币对任何违反或违反服务条款的行为活动采取零容忍政策。严重违反这些服务条款的用户将删除其帐户而不退款。此外，客户理解隐币明确保留为用户对使用服务或网站的用户或任何第三方的追索权利，使其因上述违规或违规行为而可能产生的任何和所有财务损失和损失，包括但不限于律师费，专家证人费，法庭费用和其他费用负责。

Subscriber understands that Yinbi reserves the right in its sole discretion to enforce breaches of these Terms of Service. Failure to comply with these Terms of Service constitutes a material breach of these Terms of Service, and may result in one or more of these following actions: Issuance of a warning; Immediate, temporary, or permanent revocation of access to Yinbi with no refund; Legal actions against you for reimbursement of any costs incurred via indemnity resulting from a breach; Independent legal action by Yinbi as a result of a breach; or Disclosure of such information to law enforcement authorities as deemed reasonably necessary.

订阅户了解隐币保留自行决定执行违反本服务条款的权利。不遵守这些服务条款构成对此服务条款的重大违反，并可能导致以下一项或多项措施：发出警告；立即，临时或永久撤销对隐币的访问并不予退款；针对您因违反行为寻求赔偿法律诉讼；因违反行为隐币提起的独立法律诉讼；或在合理需要时向执法机关披露此类信息。

Yinbi reserves the right to take any other actions deemed necessary to enforce and protect its rights. If

you find that your Account has been suspended, then you may contact: [support@yin.bi](mailto:support@yin.bi)

隐币保留采取任何其他行动以强制执行和保护其权利的权利。如果您发现您的帐户已被暂停，则可以联系：[support@yin.bi](mailto:support@yin.bi)

## **SERVICE LEVEL AGREEMENT 服务水平协议**

The Services or the Website coverage, speeds, locations, and quality are not guaranteed. While Yinbi will make every attempt to maintain the Services and/or the Website availability at all times, the Services and/or the Website may be subject to unavailability for numerous reasons including maintenance, emergencies, third party service failures, transmission errors, equipment failures, network issues, interference, natural disaster, among other reasons. Yinbi does not guarantee that data, messages, or packets will be delivered and shall not be held responsible in the event data, messages, or packets are lost, not delivered, delayed, misdirected, or are otherwise inaccessible.

不保证服务或网站的覆盖范围，速度，位置和质量。虽然隐币将尽一切努力维护服务和/或网站的可用性，但服务和/或网站可能由于多种原因而不可用，包括维护，紧急情况，第三方服务故障，传输错误，设备故障，网络问题，干扰，自然灾害等原因。隐币不保证数据，消息或数据包将被传送，并且在数据，消息或数据包丢失，未传递，延迟，误导或无法访问的情况下不承担任何责任。

Yinbi may impose usage limits, suspend or block, or cancel the Services or the Website at Yinbi's sole discretion at any time. Finally, we do not guarantee the accuracy and timeliness of any data received. Yinbi makes no guarantee that the Services or the Website will be accessible at any time.

隐币可以随时自行决定强制使用限制，暂停或阻止或取消服务或网站。最后，我们不保证收到的任何数据的准确性和及时性。隐币不保证随时可以访问服务或网站。

## **CLIENT RESPONSIBILITIES 用户责任**

You are responsible for: (a) maintaining the confidentiality and security of the Account you are provided; (b) providing valid and accurate identifying information related to the Account; (c) liability for any use and/or abuse which occurs while you or any third-party is logged into the Services with your Account credentials.

您有责任：(a) 维护您提供的账户的机密性和安全性；(b) 提供与账户有关的有效和准确的识别信息；(c) 当您或任何第三方使用您的帐户登录服务时发生的任何使用和/或滥用产生的责任。

## **FEES 费用**

Yinbi reserves the right to create a subscription service through one or more third party merchants. All

Accounts are offered as is at the time of purchase. Future services offered by Yinbi may not be included with the Account.

隐币保留通过一个或多个第三方商家创建订阅服务的权利。所有账户均按购买时的原样提供，一经售出不可更改。隐币提供的未来服务可能不包含在账户中。

Yinbi reserves the right to change the fees at any time at its discretion. Subscriber understands that Yinbi is not obligated to honor errors due to typos and is not responsible for misinformation provided on third party websites or affiliates. Subscriber also understands that any gift-card based transactions for the Services are not subject to any reductions in price, discounts, promotional rates, or other lowered subscription rates. Subscriber also understands that any gift-card based transactions for the Services are not subject to any reductions in price, discounts, promotional rates, or other lowered subscription rates.

隐币保留随时自行更改费用的权利。订阅户理解隐币没有义务承担因拼写错误而导致的错误，并且不对第三方网站或关联公司提供错误信息而负责。订阅户还应了解任何基于礼品卡的服务交易不会降低价格，折扣，促销价格或其他降低的订阅率。

## **RECEIPT AND DISTRIBUTION OF TOKENS 接收和分配代币**

Distribution of Tokens. In consideration of the purchase of Lantern Pro, Subscriber will receive from Lantern, and Lantern will distribute to Subscriber, the Tokens set forth on the Order Form. On the date set forth on the Order Form as the date for distribution of Tokens to Subscriber (“Token Distribution Date”), Yinbi shall deliver to Subscriber the quantity of Tokens set forth on the Order Form. Subscriber understands and acknowledges that title to, and risk of loss of, Tokens Subscriber receives from Yinbi passes from Yinbi to Subscriber upon Yinbi’s distribution of Tokens to Subscriber. It is a condition of these Terms of Service that the Subscriber is not an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft, or profession. SUBSCRIBER UNDERSTANDS AND ASSUMES ALL RISKS ASSOCIATED WITH THESE TERMS OF SERVICE, INCLUDING WITHOUT LIMITATION THE RISK OF RECEIVING NO TOKENS OR COMPLETE LOSS OF ALL MONIES YOU MAY HAVE PAID FOR THE TOKENS.

代币分配。当用户购买蓝灯专业版后，订阅户将从蓝灯收到，蓝灯将向订阅户分配订单上列出的代币。在订单上规定的日期作为分配给订阅户代币日期（“代币分配日期”），隐币应向订阅户交付订单上列出的代币数量。订阅户理解并确认，在隐币将代币分配给订阅户时，代币的所有权和丢失风险从隐币转移到订阅户。服务条款的条件是，订阅户并不是完全或主要在其贸易，业务，工艺或专业之外的目的而行事。订阅户理解并承担与本服务条款相关的所有风险，包括但不限于没有收到任何代币的风险。

Allocation of Tokens to Yinbi Parties. Subscriber understands and consents to the participation of Yinbi's past, present, and future employees, officers, directors, contractors, consultants, note holders, suppliers, vendors, service providers, and any other stakeholders in the receipt and/or distribution of Tokens, including people who may work on the development and implementation of the project or who may work for businesses that Yinbi may establish.

对隐币相关人员和合作伙伴代币分配。订阅户理解并同意隐币过去，现在和未来的员工，管理者，董事，承包商，顾问，票据持有者，供应商，供货商，服务提供商和任何其他利益相关者参与代币的接收和/或分发，包括可能致力于项目的开发和实施，或者可能为隐币可能建立的业务工作的人员。

## **NO REPRESENTATIONS AND WARRANTIES 无陈述和保证**

Yinbi makes no representations or warranties, express or implied, including, without limitation, any warranties of title or express or implied warranties of merchantability, satisfactory quality, or fitness for a particular purpose, or Tokens or their utility, or the ability of anyone to receive or use Tokens. Without limiting the foregoing, Yinbi does not represent or warrant that the process of receiving Tokens will be uninterrupted and/or error-free or that Tokens are reliable and/or error-free. As a result, Subscriber acknowledges and understands that Subscriber may never receive Tokens. Subscriber shall provide an accurate digital wallet address to Yinbi for receipt of Tokens distributed to Subscriber pursuant to the these Term of Service and the Order Form. Yinbi is not responsible for inaccuracies in digital wallet addresses provided to Yinbi.

隐币不做任何明示或暗示的陈述或保证，包括但不限于任何产权保证或适销性，令人满意的质量或适用于特定用途，或代币或其效用，或任何人接收或使用代币的能力。在不限制前述内容的情况下，隐币不表示或保证接收代币的过程不会中断和/或没有错误或者代币是可靠的和/或没有错误的。因此，订阅户承认并理解订阅户可能永远不会收到代币。订阅户应向隐币提供准确的数字钱包地址，以接收根据本服务条款和订购单分发给订阅户的代币。隐币对提供给隐币的数字钱包地址的不准确性概不负责。

## **NO PROHIBITED SUBSCRIBERS 无禁止订阅户**

Tokens are not being offered to certain prohibited persons (as determined by Yinbi and including U.S. Persons, "Prohibited Persons"). If a Prohibited Person receives Tokens, such Prohibited Person has done so and entered into these Terms of Service on an unlawful, unauthorized, and fraudulent basis. Yinbi is not bound by these Terms of Service if these Terms of Service have been entered into by a Prohibited Person as Subscriber or if Subscriber has entered into these Terms of Service or has received Tokens on behalf of a Prohibited Person, and Yinbi may take all necessary and appropriate actions, in its sole discretion, to invalidate these Terms of Service, including referral of information to the appropriate

authorities. Any Prohibited Person who receives Tokens or enters these Terms of Service on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend, and hold harmless the Yinbi and the Yinbi Parties (as defined below) from any damages, losses, liabilities, costs, or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive, or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill, or other intangible losses incurred by the Yinbi Parties that arises from or is a result of such Prohibited Person's unlawful, unauthorized or fraudulent use of the Tokens, any instrument governing the delivery of the Tokens, and/or the receipt of Tokens. "Person" means an individual or legal entity or person, including without limitation a Governmental Authority (as defined below) or political subdivision or an agency or instrumentality thereof.

不向某些被禁止人员提供代币（由隐币确定，包括美国人，“被禁止人员”）。如果被禁止的人员收到代币，则此类被禁止人员在非法，未经授权和欺诈的基础上签订了本服务条款并收到代币。如果本服务条款是由被禁止人员作为订阅户签订的，或者如果订阅户已签订本服务条款或已代表被禁止人员收到代币，则隐币不受本服务条款的约束，并且隐币可能采取一切必须和合适的行动，自行决定使本服务条款无效，包括将信息提交给美国和其他国家有关当局。任何以非法，未经授权或欺诈手段接收代币或签署本服务条款的被禁止人员，应对隐币和隐币相关方（如下定义）受到无论是直接的还是间接的，后果性的，补偿性的，偶然的，实际的，示范性的，惩罚性的或特殊性的损害，损失，责任，成本或费用承担全部责任，并应予以赔偿，并保护隐币免受损害，包括但不限于由此类禁止人员非法，未经授权或欺诈性使用代币，任何管理代币交付和/或代币收据的工具引起的任何业务，收入，利润，数据，使用，商誉或其他无形损失。“人”是指个人或法人实体或个人，包括但不限于政府机关（定义见下文）或政治分支或其代理或机构。

## **NO U.S. SUBSCRIBERS 无美国订阅户**

U.S. Persons are strictly prohibited and restricted from using the Distribution Contract or receiving Tokens, and Yinbi is not soliciting U.S. Persons in any way. If a U.S. Person uses the Distribution Contract and/or receives Tokens, such U.S. Person has done so and entered into these Terms of Service on an unlawful, unauthorized, and fraudulent basis, and these Terms of Service are null and void. Yinbi is not bound by these Terms of Service if these Terms of Service have been entered into by a U.S. Person as Subscriber or if Subscriber has entered into these Terms of Service or has received Tokens on behalf of a U.S. Person, and Yinbi may take all necessary and appropriate actions, in its sole discretion, to invalidate these Terms of Service, including referral of information to the appropriate authorities. Any U.S. Person who uses the Distribution Contract and/or receives Tokens or enters these Terms of Service on an unlawful, unauthorized, or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless the Yinbi and Yinbi's respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns

(collectively, the “Yinbi Parties”) from any damages, losses, liabilities, costs, or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive, or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill, or other intangible losses incurred by the Yinbi Parties that arises from or is a result of such U.S. Person’s unlawful, unauthorized or fraudulent use of the Distribution Contract and/or the receipt of Tokens.

严格禁止美国人使用分销合同或接收代币，而且隐币不以任何方式许可美国人。如果美国人使用分销合同和/或接收代币，则此类美国人在非法，未经授权和欺诈的基础上签订了本服务条款和使用分销合同和/或接收代币，并且本服务条款无效。如果本服务条款已由美国人作为订阅户签订，或者如果订阅户已签订本服务条款或已代表美国人收到代币，则隐币不受本服务条款的约束，并且隐币可能采取一切必须和合适的行动，自行决定使本服务条款无效，包括将信息提交给有关当局。任何使用分销合同和/或接收代币或以非法，未经授权或欺诈方式签署本服务条款的美国人，应对隐币和隐币对应的过去，现在以及未来的员工，高级职员，董事，承包商，顾问，股权持有人，供应商，供货商，服务提供商，母公司，子公司，附属机构，代理商，代表，前任，继任和受让人（统称为“隐币相关方”）任何直接或间接，后果性，补偿性，偶然性，实际性，示范性，惩罚性或特殊性的损害，损失，责任，成本或费用承担全部责任，并应予以赔偿，并保护隐币免受损害，以及包括但不限于由此类禁止人员非法，未经授权或欺诈性使用代币，任何管理代币交付和/或代币收据的工具引起的任何业务，收入，利润，数据，使用，商誉或其他无形损失。

## **NOT AN OFFERING OF SECURITIES, COMMODITIES, OR SWAPS 非提供证券，商品或互换**

These Terms of Service are not intended to be an investment contract for the purposes of the U.S. federal securities laws. Tokens are not intended to be a “financial instrument” subject to regulation in the EU under the EU Directive 2004/39/EC on Markets in Financial Instruments (“MiFID”), as implemented in the UK, a “specified investment” subject to regulation in the UK under the Financial Services and Markets Act 2000 (“FSMA”); a “security” subject to regulation under the EU Prospectus Directive, as implemented in the UK; “electronic money” subject to regulation under Directive 2009/110/EC (“e-Money Directive”), as implemented in the UK or a “payment instrument” or “money remittance” or “payment transactions” subject to regulation under Directive 2015/2366 (“Payment Services Directive No. 2”), as implemented in the UK. Receipts of Tokens are not subject to the protections of any Laws (as defined below) governing those types of financial instruments. These Terms of Service and all other documents referred to in these Terms of Service including without limitation the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity or any other type of financial instrument. “Laws” means: (a) laws, statutes, ordinances, rules, regulations, judgments, injunctions, administrative

interpretations, orders, and decrees of any Governmental Authority, including amendments thereto; (b) rules and any statement of policy or guidance given pursuant to any power contained in any enactment given by any Government Authority; (c) judgments, resolutions, decisions, orders, notices or demands of a competent court, tribunal or Government Authority (in each case having jurisdiction over the business of the Party).

本服务条款并非旨在成为美国联邦证券法的投资合同。根据欧盟关于金融工具市场的欧盟指令2004/39/EC (“MiFID”)，在英国实施的“特定投资”；“2000年金融服务和市场法” (“FSMA”) 在英国的监管;根据欧盟招股说明书指令进行监管的“担保”，并在英国实施;根据指令2009/110 / EC (“电子货币指令”) 受到监管的“电子货币”，在英国实施或“支付工具”或“汇款”或“支付交易”，受“2015年指令”规定的监管/ 2366 (“支付服务指令第2号”)，并在英国实施，代币并非旨在成为受欧盟监管的“金融工具”。接收代币不受任何管辖这些类型金融工具的法律（定义见下文）的保护。本服务条款和本服务条款中提及的所有其他文件（包括但不限于白皮书）不构成招股说明书或发售文件，也不是出售要约，也不是征求购买投资的要约，证券，商品或证券或商品或任何其他类型金融工具的互换。“法律”是指：（a）任何政府机关的法律，法规，条例，规则，规定，判决，禁令，行政解释，命令和法令，包括其修正案；（b）根据任何政府当局所发出的任何成文法则所载的任何权力而作出的规则及任何政策或指引；（c）主管法院，法庭或政府机关的判决，决议，决定，命令，通知或要求（在每种情况下对该缔约方的业务拥有管辖权）。

## **NOT AN INVESTMENT 非投资**

Tokens are not designed for investment purposes and should not be considered as a type of investment. Subscriber acknowledges, understands, and agrees that Subscriber should not expect and there is no guarantee or representation or warranty by Yinbi that: (a) the project will ever be adopted; (b) the project will be adopted as developed by Yinbi and not in a different or modified form; (c) a blockchain utilizing or adopting the project will ever be launched; and (d) a blockchain will ever be launched with or without changes to the project.

代币不是为投资目的而设计的，不应被视为一种投资。订阅户认可，理解并同意订阅户不应期望并且隐币没有担保或表示或保证：（a）该项目将被一直采用；（b）该项目不以不同或修改的形式来开发；（c）将推出利用或采用该项目的区块链；（d）区块链将在项目有或没有变更的情况下启动。

## **NOT FOR SPECULATION 非投机**

Subscriber acknowledges and agrees that Subscriber is not receiving Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

订阅户认可并同意订阅户不会出于投资，投机，某种类型的套利策略，立即转售或其他财务目的而接收代币。

## OUR RIGHTS 我们的权利

Yinbi reserves the right to: (a) close your Account at any given time without any given notice; (b) scale back or throttle bandwidth originating from subscriber Accounts that may breach these Terms of Service or in the event of excessive usage on the Yinbi network; and (c) shut down and terminate the Website and/or the Services. If Yinbi ceases operations, Subscribers will be notified with at least thirty (30) days advance notice. Subscribers will not be eligible for a pro-rated, partial, or complete refund in the event of a shutdown.

隐币保留以下权利：（a）在任何特定时间关闭您的账户，恕不另行通知；（b）缩减或限制订阅户账户的带宽，这些账户可能违反本服务条款或在隐币网络上过度使用；（c）关闭并终止本网站和/或服务。如果隐币停止运营，将至少提前三十（30）天通知订阅户。如果停止服务，订阅户将无资格获得按比例，部分或全部退款。

## WARRANTIES 保证

Subscriber represents and warrants that all of the identifying information provided to Yinbi to use the Services and the Website is accurate and current and you have all necessary right, power, and authority to enter into these Terms of Service and to perform the acts required of you hereunder.

订阅户声明并保证提供给隐币以使用服务和网站的所有识别信息是准确和最新的，并且您拥有签订服务条款并执行您所需行为的所有必要权利，权力和权限。

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Yinbi Global Alliance LLC takes full responsibility for all the transactions from the Website, and handling of dispute management, refunds, cancellations, returns & customer support.

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## **LIMITATION OF LIABILITY 责任限制**

IN NO EVENT SHALL YINBI, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES OR THE WEBSITE, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE AND/OR THE SERVICES ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES OR THE WEBSITE BY ANY THIRD PARTY, AND/OR ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT YINBI SHALL NOT BE LIABLE FOR DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

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**Damages.** In no circumstances will the aggregate joint liability of Yinbi and any of its Affiliates (as defined below), officers, directors or employees, whether in contract, warrant, tort or other theory, for damages to Subscriber under these Terms of Service exceed the amount received by Yinbi from Subscriber. “Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person.

**损害。**在任何情况下，隐币及其任何关联公司（定义见下文），高级职员，董事或员工，无论是在合同，保证书，侵权行为或其他理论中，对本服务条款下的用户损害赔偿的总连带责任均不超过订阅户向隐币支付的金额。“关联公司”是指对任何法人而言，与该法人直接或间接控制，控制或共同控制的任何其他法人。

## INDEMNIFICATION 豁免

To the fullest extent permitted by applicable Law, Subscriber will indemnify, defend and hold harmless and reimburse Yinbi, each of its parent corporations, officers, directors, employees and agents from and against any and all actions, proceedings, claims, damages, and demands (including, without limitation, fees and expenses of counsel), incurred by Yinbi arising from or relating to: (a) Subscriber’s receipt or use of Tokens; (b) Subscriber’s responsibilities or obligations under these Terms of Service; (c) Subscriber’s breach of or violation of these Terms of Service; (d) any inaccuracy in any representation or warranty of Subscriber; (e) Subscriber’s violation of any rights of any other Person or entity; and/or (f) any act or omission of Subscriber that is negligent, unlawful, or constitutes willful misconduct. This defense and indemnification obligation will survive these Terms of Service and your use of the Services and the Website.

在适用法律允许的最大范围内，订阅户将为隐币及其母公司，每个高级职员，董事，员工和代理人辩护并使其免受损害，并免除和补偿任何和所有因以下事项引起或与之相关的对隐币行为，诉讼，索赔，损害和要求（包括但不限于律师的费用和开支）： a) 订阅户收到或使用代币；(b) 订阅户在本服务条款下的责任或义务；(c) 订阅户违反或违反本服务条款；(d) 订阅户的任何陈述或保证的任何不准确之处；(e) 订阅户侵犯任何其他人或实体的任何权利；和/或 (f) 任何疏忽，非法或构成故意不当行为的订阅户的作为或不

作为。该辩护和豁免赔偿义务将在本服务条款以及您对服务和网站的使用结束后继续有效。

Yinbi reserves the right to exercise sole control over the defense, at Subscriber's expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any written agreement between Subscriber and Yinbi.

隐币保留根据本节豁免对提出赔偿的任何索赔行使完全控制辩护的权利，由用户承担费用。此赔偿是对订阅户和隐币之间的任何书面协议中规定的任何其他赔偿的补充，而不是替代。

**Force Majeure.** Subscriber understands and agrees that Yinbi shall not be liable and disclaims all liability to Subscriber in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

**不可抗力。** 订阅户理解并同意隐币对任何不可抗力事件不承担任何责任，包括不可抗力，劳资纠纷或其他工业干扰，电气，电信，硬件，软件或其他设施故障，软件或智能合约错误或弱点，地震，暴风雨或其他与自然有关的事件，封锁，禁运，骚乱，行为或政府命令，恐怖主义或战争行为，技术变革，利率变化或其他货币条件，以及为避免疑问，包括任何区块链相关协议的改变。

**Release.** To the fullest extent permitted by Law, Subscriber releases Yinbi from responsibility, liability, claims, demands, and/or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to the acts or omissions of third parties.

**解除。** 在法律允许的最大范围内，订阅户免除隐币由于或与第三方相关的行为或遗漏，已知和未知（包括但不限于基于过失的索赔）各类的责任，负债，索赔，要求和/或损害。

## ARBITRATION 仲裁

**Purpose.** The term "Dispute" means any dispute, claim, or controversy between you and Yinbi regarding the Services or the Website or the use of the Services or the Website, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Section (with the exception of the enforceability of the Class Action Waiver clause below). Dispute is to be given the broadest possible meaning that will be enforced. If you have a Dispute with Yinbi or any

company, subsidiary, parent, vendor associated with Yinbi that cannot be resolved through negotiation within the time frame described in the Notice of Dispute clause below, you and Yinbi agree to seek resolution of the Dispute only through arbitration of that Dispute in accordance with the terms of this Section, and not litigate any Dispute in court.

**目的。**“争议”一词是指您与隐币之间关于服务或网站或服务或网站的使用的任何争议，索赔或争议，无论是基于合同，法令，法规，条例，侵权行为（包括但不包括限于欺诈，虚假陈述，欺诈诱因或疏忽），或任何其他法律或公平理论，并包括本节的有效性，可执行性或范围（下文集体诉讼豁免条款的可执行性除外）。争议应被赋予最广泛的意义，并将予以执行。如果您与隐币或与隐币相关的任何公司，子公司，母公司，供应商有争议而无法通过下面的争议通知条款中描述的时间范围内的协商解决，您和隐币同意仅通过以下方式寻求解决争议：根据本节的条款对该争议进行仲裁，而不能在法庭上提起诉讼。

RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN THIS SECTION, YOU MUST NOTIFY YINBI IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THESE TERMS OF SERVICE UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO 75 E SANTA CLARA STREET, SAN JOSE, CA 95113, ATTN: LEGAL DEPARTMENT/ ARBITRATION AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR YINBI ID, AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH YINBI THROUGH ARBITRATION.

30天内有权终止有约束力的仲裁和集体诉讼。如果您不希望受本章中有约束力的仲裁和集体诉讼豁免的约束，您必须在接受服务条款30天以内（除非适用法律要求更长的时间）书面通知隐币。您的书面通知必须发送至75 E SANTA CLARA STREET, SAN JOSE, CA 95113, ATTN: LEGAL DEPARTMENT/ ARBITRATION, 并且必须包括：（1）您的姓名，（2）您的地址，（3）您的隐币帐号，以及（4）一份明确的声明你不希望通过仲裁解决争议。

**Notice of Dispute.** IF YOU HAVE A DISPUTE WITH USE OF THE SERVICES OR THE WEBSITE, YOU MUST SEND WRITTEN NOTICE TO: YINBI GLOBAL ALLIANCE LLC ATTN: LEGAL DEPARTMENT/ARBITRATION, 75 E SANTA CLARA STREET, SAN JOSE, CA 95113

**争议通知。**如果您在使用服务或网站时有争议，您必须发送书面通知：

YINBI GLOBAL ALLIANCE LLC ATTN: LEGAL DEPARTMENT/ARBITRATION, 75 E Santa Clara Street  
San Jose CA 95113

Attention: Dispute Resolution注意：争议解决

“DISPUTE RESOLUTION” TO GIVE YINBI THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. You agree to negotiate resolution of the dispute in good faith

for no less than 60 days after you provide notice of the dispute. If Yinbi does not resolve your dispute within 60 days from receipt of notice of the dispute, you or Yinbi may pursue your claim in arbitration pursuant to the terms in this Section.

“争议解决”给予隐币通过协商以非正式地解决争议。您同意在您提供争议通知后至少60天内以诚意协商解决争议。如果隐币在收到争议通知后60天内未解决您的争议，您或隐币可根据本节中的条款提起仲裁。

**Class Action Waiver.** ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND YINBI SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION. THIS PROVISION DOES NOT PRECLUDE YOUR PARTICIPATION AS A MEMBER IN A CLASS ACTION FILED ON OR BEFORE AUGUST 20, 2011. THIS PROVISION IS NOT APPLICABLE TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW.

**集体诉讼豁免。**任何争议解决程序，无论是仲裁还是法院，都将仅在个人基础上进行，而不是以集体或代表性，或作为集体，合并，代表或私人律师一般行动中的被指名或未指明成员进行，除非您同意和隐币在仲裁启动后明确通过书面同意。本条款不妨碍你作为成员参与2011年8月20日或之前提交的集体诉讼。本条款不适用于法律禁止的豁免。

**Initiation of Arbitration Proceeding/Selection of Arbitrator.** If you or Yinbi elects to resolve your Dispute through arbitration, the Party initiating the arbitration proceeding may initiate it under the Rules of Arbitration of the International Chamber of Commerce. The terms of this Section govern in the event they conflict with the Rules of Arbitration of the International Chamber of Commerce.

**启动仲裁程序/选择仲裁员。**如果您或隐币选择通过仲裁解决您的争议，启动仲裁程序的一方可以根据国际商会仲裁规则启动仲裁程序。如果本节条款与国际商会仲裁规则相冲突，则本节条款适用。

**Arbitration Procedures.** The arbitrator will make any award in writing. Such award will be binding and final, except for any right of appeal provided by applicable Law, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

**仲裁程序。**仲裁员将以书面形式作出任何裁决。除适用法律规定的任何上诉权利外，和向具有管辖权法庭申请执行，此类裁决具有约束力和最终裁决权。

**Location of Arbitration.** You or Yinbi may initiate arbitration in either Los Angeles County, California or the United States county in which you reside. In the event that you select the county of your United States

residence, Yinbi may transfer the arbitration to Los Angeles, County in the event that it agrees to pay any additional fees or costs you incur as a result of the change in location as determined by the arbitrator.

**仲裁地点。**您或隐币可以在加利福尼亚州洛杉矶或您居住的美国郡县启动仲裁。如果您选择美国住所的郡县，在隐币同意支付根据仲裁员确定的因地点变更而产生的任何额外费用或成本的情况下，隐币可以将仲裁转移到洛杉矶。

## **ASSIGNMENT 转让**

These Terms of Service and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Yinbi without restriction.

您不得转让或转移此服务条款以及根据本协议授予的任何权利和许可，但隐币可不受限制地转让。

## **SEVERABILITY 可分割性**

If any term, clause or provision of the these Terms of Service are held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from these Terms of Service.

如果此服务条款中的任何条款，条款或规定被有管辖权的法院认定为无效或不可执行，则该无效性不应影响任何条款或规定的有效性或操作，并且此类无效的条款或规定应被视为与本服务条款分割。

## **CHOICE OF LAW 适用法律**

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. The sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to these Terms of Service shall be in an appropriate state or federal court located in the State of Delaware. You hereby submit to the jurisdiction and venue of said Courts. You consent to service of process in any legal proceeding. If Subscriber agrees to all of these Terms of Service, Subscriber may gain access to and use the Yinbi proxy service.

本服务条款受特拉华州法律管辖并按其解释，不考虑法律冲突原则。由本服务条款引起或与之相关的任何诉讼或程序的唯一和专属管辖权和地点应位于特拉华州的适当地区或联邦法院。您在此提交所述法院的管辖权和地点。您同意在任何法律程序中处理流程。如果订阅户同意所有本服务条款，则订阅户可以访问和使用隐币代理服务。

## RECEIPT OF TOKENS 接收代币

**White Paper.** Yinbi and its partner(s) have prepared a White Paper (as defined below) and other materials concerning Tokens and the project. The White Paper, as it may be amended from time to time in Yinbi's sole discretion, is hereby incorporated by reference. Subscriber has read and understands the White Paper and its contents. "White Paper" means one or more documents (whether or not entitled "White Paper" or "Whitepaper") as may be amended from time to time in Yinbi and its partner(s)' sole discretion, explaining, among other things, the project and Tokens.

**白皮书。** 隐币和其合作伙伴准备了一份白皮书（定义如下）和其他有关代币和该项目的材料。白皮书可由隐币自行决定不时修订，在此引入作为参考。订阅户已阅读并理解白皮书及其内容。“白皮书”指隐币和其合作伙伴自行决定可能不时修订的一份或多份文件（无论是否标题为“白皮书”）解释项目和代币。

**Tokens.** Tokens do not have any rights, uses, purposes, attributes, functionalities or features, express or implied, outside the project and the license granted therein. Although Tokens may be tradable, they are not an investment, currency, e-money, real property, security, commodity, a swap on a currency, security or commodity or any other type of financial instrument.

**代币。** 在项目和授予的许可之外，无论明示或暗示，代币没有任何权利，用途，目的，属性，功能或特征。虽然代币可能可交易，但并非旨在成为投资，货币，电子货币，不动产，证券，商品，货币互换，证券或商品或任何其他类型的金融工具。

## NO OTHER RIGHTS CREATED 不产生其他权利

**No Claim, Loan, or Ownership Interest.** The receipt of Tokens: (a) does not provide Subscriber with rights of any form with respect to Yinbi or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary, (including all forms of intellectual property) or other financial or legal rights; (b) is not a loan to Yinbi; and (c) does not provide Subscriber with any ownership or other interest in Yinbi.

**无索赔，贷款或所有权利益。** 接收代币：（a）不向订阅户提供有关隐币或其收入或资产的任何形式的权利，包括但不限于任何投票，分发，赎回，清算，所有，（包括所有形式的知识产权）或其他财务或法律权利；（b）不是对隐币的贷款；（c）不向订阅户提供对隐币的任何所有权或其他权益。

**Intellectual Property.** Yinbi retains all right, title and interest in all of Yinbi's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable,

copyrightable or protectable in trade mark, and any trade marks, copyright, database rights or patents based thereon. Subscriber may not use any of Yinbi's intellectual property for any reason without Yinbi's prior written consent.

**知识产权。**隐币保留所有知识产权的所有权利，所有权和利益，包括但不限于发明，思想，概念，代码，发现，过程，标记，方法，软件，成分，公式，技术，信息和数据，无论是或不具有可专利性，可受版权保护或受商标保护的商标，以及基于此的任何商标，版权，数据库权利或专利。未经隐币事先书面同意，用户不得以任何理由使用隐币的任何知识产权。

## **SECURITY AND DATA; TAXES 安全和数据;税**

### **Security and Data Privacy.安全和数据隐私。**

(a) Subscriber's Security. Subscriber will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Subscriber and utilized in connection with Subscriber's receipt of Tokens; (ii) private keys to Subscriber's wallet or the Account; and (iii) any other Subscriber name, passwords or other login or identifying credentials. In the event that Subscriber is no longer in possession of Subscriber's private keys or any device associated with Subscriber's Account or is not able to provide Subscriber's login or identifying credentials, Subscriber may lose all of Subscriber's Tokens and/or access to Subscriber's Account. Yinbi is under no obligation to recover any Tokens and Subscriber acknowledges, understands and agrees that all receipts of Tokens are non-refundable and Subscriber will not receive money or other compensation for any Tokens received.

(a) 订阅户的安全性。订阅户将实施合理且适当的措施，以安全访问：(i) 与订阅户相关联并与订阅户接收代币相关的任何设备；(ii) 订阅户钱包或账户的私钥；(iii) 任何其他订阅户名称，密码或其他登录或识别凭证。如果订阅户不再拥有私钥或与订阅户帐户关联的任何设备，或者无法提供订阅户的登录或识别凭证，则订阅户可能会丢失所有订阅户的代币和/或访问帐户的权限。隐币没有义务恢复任何代币，并且订阅户认可，理解并同意所有代币接收都是不可退还的，并且订阅户不会因接收代币获得任何的金钱或其他补偿。

(b) Additional Information. Upon Yinbi's request, Subscriber will immediately provide to Yinbi information and documents that Yinbi, in its sole discretion, deems necessary or appropriate to comply with any Laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Subscriber consents to Yinbi disclosing such information and documents in order to comply with applicable Laws, regulations, rules or agreements. Subscriber acknowledges that Yinbi may refuse to distribute Tokens to Subscriber until such requested information is provided.

(b) 补充信息。根据隐币的要求，订阅户将立即向隐币提供隐币自行决定认为必要或适当遵守任何法律，法规，规则或协议，包括但不限于司法程序的信息和文件。这些文件包括但不限于护照，驾驶执照，水电费，相关人员的照片，政府身份证件或宣誓声明。订阅户同意隐币披露此类信息和文件，以遵守适用的法律，法规，规则或协议。订阅户认可，在提供此类请求的信息之前，隐币可能拒绝将代币分发给订阅户。

**Taxes.** Subscriber acknowledges, understands and agrees that: (a) the receipt or transfer of and transactions in, Tokens may have tax consequences for Subscriber; (b) Subscriber is solely responsible for Subscriber's compliance with Subscriber's tax obligations; and (c) Yinbi bears no liability or responsibility with respect to any tax consequences to Subscriber. Each of the Yinbi and the Subscriber agree to treat these Terms of Service as a forward contract for U.S. federal, state and local income tax purposes, and will not take any position on any tax return, report, statement or other tax document that is inconsistent with such treatment, unless otherwise required by a change in law occurring after the date hereof, a closing agreement with an applicable tax authority or a final non-appealable judgment of a court of competent jurisdiction.

**税。** 订阅户承认，理解并同意：(a) 代币的接收或转让及交易可能对订阅户产生税务影响；(b) 订阅户全权负责订阅户遵守订阅户的纳税义务；(c) 隐币对于对订阅户的任何税务后果不承担任何责任或义务。隐币和订阅户均同意将本服务条款视为美国联邦，州和地方所得税的远期合同，并且不会对任何不一致的纳税申报表，报告，声明或其他税务文件采取任何立场。除非法律规定的变更，除非另有要求，否则与适用的税务机关签订的终止协议或具有司法管辖权的法院的最终不可上诉判决除外。

## **REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER 订阅户的陈述和保证**

By receiving Tokens, Subscriber represents and warrants to Yinbi that:

通过接收代币，订阅户向隐币陈述并保证：

- (a) Not a Prohibited Person. Subscriber is not a Prohibited Person.  
(a) 非被禁止人员。订阅户不是被禁止人员。
  
- (b) Not a U.S. Person. Subscriber is not a U.S. Person.  
(b) 非美国人/实体。订阅户不是美国人/实体。
  
- (c) Authority. Subscriber has all requisite power and authority to execute and deliver these Terms of Service, to receive Tokens, and to carry out and perform its obligations under these Terms of Service. Subscriber has all requisite power and authority to execute,

issue, and deliver these Terms of Service and receive Tokens, and to carry out and perform its obligations under these Terms of Service. These Terms of Service constitutes a legal, valid and binding obligation of Subscriber enforceable against Subscriber in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).

- (c) 权限。订阅户具有执行和交付本服务条款，接收代币以及履行和履行本服务条款义务所需的所有必要权力和权限。订阅户具有执行，发布和交付本服务条款并接收代币以及履行和履行本服务条款义务的所有必要权力和权限。本服务条款构成了订阅户根据其条款可强制执行的合法，有效和有约束力的义务，除非此类可执行性可能受到适用的破产，倒闭，重组，暂停和类似的与债权人有关或影响债权人的类似法律的限制或根据公平原则（无论是在公平或法律程序中寻求强制执行）影响债权人权利。
- (d) If an individual, Subscriber is at least eighteen (18) years old and of sufficient legal age and capacity to enter into these Terms of Service and receive Tokens.
- (d) 如果是个人，订阅户至少年满十八（18）岁且足够法定年龄和签订本服务条款和接收代币的能力。
- (e) If under eighteen (18) years of age and between thirteen (13) and seventeen (17) years of age, Subscriber must find a legal parent or guardian to purchase and activate the Services or use the Website for Subscriber. If Subscriber is unable to find a legal parent or guardian to purchase and activate the Services or use the Website or if Subscriber is under thirteen (13) years of age, Subscriber is not permitted to use the Services or the Website.
- (e) 如果未满十八（18）岁且年龄在十三（13）年至十七（17）岁之间，订阅户必须找到合法的父母或监护人来购买和激活服务或使用网站作为订阅户。如果订阅户无法找到合法的父母或监护人来购买和激活服务或使用本网站，或者如果订阅户未满十三（13）岁，则不允许订阅户使用服务或网站。
- (f) If a legal entity, Subscriber is duly organized, validly existing and in good standing under the Laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.
- (f) 如果是法人实体，订阅户为根据其住所管辖法律及其开展业务的每个司法管辖区的正式组织，有效存在且信誉良好。

- (g) Subscriber is not an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.
- (g) 订阅户不是为完全或主要在该个人的贸易，业务，工艺或专业之外的目的而从事的个人。

**No Consents or Approvals.** Receipt of Tokens requires no approval or other action from any Governmental Authority or any other Person other than Subscriber. "Governmental Authority" means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including without limitation any government authority, agency, department, board, commission or instrumentality and any court, tribunal or arbitrator(s) of competent jurisdiction and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to Tokens and/or the project.

**无同意或批准。**接收代币不需要任何政府机构或订阅户以外的任何其他人员的批准或其他行动。“政府机关”是指任何国家或政府，任何州或其他政治分支，行使政府或与政府有关的立法，行政，司法或行政职能的任何实体，包括但不限于任何政府机关，机构，部门，委员会或委员会或工具 and 任何具有司法管辖权的法院，仲裁庭或仲裁员以及任何自律组织。为避免疑义，政府机关可以包括在与代币和/或项目有关的范围内行使准政府，监管或司法职能的私人机构。

**Subscriber Status.** Subscriber is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933 (attached as Exhibit A, each a "Subscriber Event"), and there is no proceeding or investigation pending or, to the knowledge of Subscriber, threatened by any Governmental Authority, that would reasonably be expected to become the basis for a Subscriber Event. If Subscriber is a legal entity, Subscriber makes the same representations with respect to its directors (or equivalent) and senior executive officers, and its affiliates and their respective directors (or equivalent) and senior executive officers.

**订阅户状态。**订阅户不受根据1933年“证券法”（附件A，每个“订阅户事件”），第D条例第506(d)(1)规定中列出的任何不合格事件约束，并且没有任何程序或调查等待，或者据订阅户所知，受到任何政府机构的威胁，合理地预期这将成为订阅户事件的基础。如果订阅户是合法实体，则订阅户制作对其董事（或同等人员）和高级管理人员及其关联公司及其各自的董事（或同等人员）和高级管理人员的相同陈述。

**Access to Information.** Subscriber has been provided an opportunity to ask questions of, and Subscriber has received answers thereto satisfactory to Subscriber from, Yinbi and its representatives regarding the terms and conditions of Tokens, and Subscriber has obtained any and all additional information requested by Subscriber of Yinbi and its representatives to verify the accuracy of all information furnished to Subscriber regarding Tokens. Subscriber acknowledges that other Subscribers may have received different information than Subscriber regarding the receipt of Tokens, including

because Other Subscribers may have asked additional questions of, or requested additional information from, Yinbi and its representatives. Subscriber is not relying on Yinbi or any of its owners, officers, counsel, employees, agents, or representatives for legal, investment or tax advice.

**获取信息。** 订阅户已经获得提问机会，并且已收到来自隐币及其代表对代币的条款和条件的满意答案，并且订阅户已获得隐币及其代表所要求的任何和所有附加信息用于验证关于代币所以信息准确性。订阅户确认其他订阅户可能收到的信息与订阅户有关收到代币的信息不同，包括因为其他订阅户可能已向隐币及其代表询问其他问题或要求提供其他信息。订阅户不依赖隐币或其任何所有者，高级职员，律师，员工，代理人或代表进行法律，投资或税务建议。

**Funds.** The funds, including any fiat, virtual currency, or cryptocurrency, Subscribers' purchase related to Yinbi are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Subscriber will not use Tokens to finance, engage in or otherwise support any unlawful activities.

**资金。** 订阅户使用的与隐币相关的资金，包括任何法定货币，虚拟货币或加密货币，均不是来自任何非法活动或与之相关，包括但不限于洗钱或恐怖主义融资，而订阅户不会使用代币进行支持，参与或以其他方式支持任何非法活动。

**Anti-Money Laundering; Counter-Terrorism Financing.** To the extent required by applicable Laws, Subscriber complies with all anti-money laundering and counter-terrorism financing requirements.

**反洗钱;反恐融资。** 在适用法律要求的范围内，订阅户遵守所有反洗钱和反恐融资要求。

**Sanctions Compliance.** Neither Subscriber, nor any Person having a direct or indirect beneficial interest in Subscriber or Tokens being acquired by Subscriber, or any Person for whom Subscriber is acting as agent or nominee in connection with Tokens, is (a) the subject of sanctions administered or enforced by the United States (including without limitation the U.S. Department of the Treasury's Office of Foreign Asset Control, the United Kingdom, the European Union or any other Governmental Authority (collectively, "Sanctions")), (b) organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions, or (c) otherwise a party with which Yinbi is prohibited from dealing with under applicable Laws.

**制裁合规性。** 订阅户，或任何对订阅户或订阅户具有直接或间接利益权益的人，或订阅户作为代理人或提名人与代币有关的任何人，均不是 (a) 受由美国 (包括但不限于美国财政部外国资产控制办公室，英国，欧盟或任何其他政府机构 (统称“制裁”)) 管制或执行的制裁对象，(b) 组织或居住在全国范围或领土范围受到制裁的国家或地区，或 (c) 根据适用法律处理的，隐币被禁止与之业务往来的一方。

## REGULATION S COMPLIANCE 符合法规S

**Offer and Receipt.** At the time of the origination of contact concerning Tokens and the issuance of Tokens to Subscriber, Subscriber was outside of the United States.

**提供和接收。**在关于代币的联系和向订阅户发布代币发起时，订阅户在美国之外。

Token Restrictions. Subscriber will not for six (6) months after its receipt of Tokens, (the “Restricted Period”) offer, sell, pledge, or otherwise transfer Tokens in the United States or to a U.S. Person for the account or benefit of a U.S. person, or otherwise in a manner not in compliance with Regulation S. Subscriber will, after expiration of the Restricted Period, offer, sell, pledge or otherwise transfer Tokens only pursuant to registration under the Securities Act or an available exemption there from and, in accordance with all applicable state and foreign securities laws.

**代币限制。**订阅户在收到代币（“限制期”）之后六（6）个月内，不会在美国境内或向美国人/实体的账户或让以美国人为受益方，或以不符合证券法S规定的其他方式，提供，出售，质押代币。订阅户将在限制期届满后，根据“证券法”的注册或其可用的豁免，根据适用所有适用的州和外国证券法，提供，出售，质押或以其他方式转让代币。

Neither Subscriber nor or any person acting on behalf of Subscriber has engaged, nor will engage, in any directed selling efforts to U.S. Persons with respect to Tokens and Subscriber and any person acting on Subscriber’s behalf has complied and will comply with the “offering restrictions” requirements of Regulation S under the Securities Act.

订阅户或代表订阅户的任何人均未参与或不会参与任何针对美国人/实体的销售，并且任何代表订阅户行事的人已遵守并将遵守“提供限制”“证券法”S规定的要求。

Neither Subscriber nor any person acting on Subscriber’s behalf has undertaken or carried out any activity for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States, its territories or possessions, for any Tokens. Subscriber agrees not to cause any advertisement of Tokens to be published in any newspaper or periodical or posted in any public place and not to issue any circular relating to Tokens, except such advertisements that include the statements required by Regulation S under the Securities Act, and only offshore and not in the U.S. or its territories, and only in compliance with any local applicable securities laws.

订阅户或代表订阅户的任何人均未为任何代币进行任何活动，以达到或可合理预期会对美国市场，其领土或财产产生影响。订阅户同意不会使任何代币广告在任何报纸或期刊上发布或在任何公共场所张贴，也不会发布任何与代币有关的通告，除非此类广告包括根据“证券法”S规则要求的声明，以及仅在境外，不在美国或其领土内，且仅符合任何当地适用的证券法。

The transactions contemplated by these Terms of Service and Subscriber's proposed resale of Tokens, if any, have not been pre-arranged with a Subscriber located in the United States or with a U.S. Person, and are not part of a plan or scheme to evade the registration requirements of the Securities Act.

本服务条款和订阅户拟议的代币转售所涉及的交易（如果有的话）尚未与位于美国的订阅户或美国人员预先安排，并且不属于逃避“证券法”的注册要求。

## RISKS 风险

TOKENS HAVE NO INTRINSIC VALUE AND MAY HAVE NO MARKET VALUE. Subscriber has carefully reviewed, acknowledges, understands, and agrees to the terms set forth in these Terms of Service and assumes the following risks, as well as all other risks associated with Tokens (including those not discussed herein), all of which could render Tokens worthless or of little value:

代币没有任何内在价值，且可能没有市场价值。订阅户已仔细审阅，认可，理解并同意本服务条款中规定的条款，并承担以下风险，以及与代币相关的所有其他风险（包括此处未讨论的那些），所有这些都可能导致代币没有价值或很少价值：

**No Rights, Functionality, or Features.** Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, outside the establishment and operation of the project.

**没有权利，功能或特征。** 在此项目的建立和运营之外，代币没有任何明示或暗示的权利，用途，目的，属性，功能或特征。

**Ability to Transact or Resell.** Subscriber may be unable to sell or otherwise transact in Tokens at any time. By using the Distribution Contract or by receiving Tokens, Subscriber acknowledges, understands and agrees that: (a) Tokens may have no value; (b) there is no guarantee or representation of liquidity for Tokens; and (c) Yinbi is not and shall not be responsible for or liable for the market value of Tokens, the transferability, and/or liquidity of Tokens and/or the availability of any market for Tokens through third parties or otherwise.

**进行交易或转售的能力。** 订阅户可能无法随时出售代币或以其他方式进行交易。通过使用分配合同或通过接收代币，订阅户承认，理解并同意：（a）代币可能没有价值；（b）没有关于代币流动性的保证或陈述；（c）隐币不是也不应对代币的市场价值，代币的可转让性和/或流动性和/或代币在第三方或其他方式的任何市场的可用性负责。

**Access to Private Keys.** Tokens received by Subscriber may be held by Subscriber in Subscriber's digital wallet or vault, which requires a private key, or a combination of private keys, for access.

Accordingly, loss of requisite private key(s) associated with Subscriber's digital wallet or vault storing Tokens will result in loss of such Tokens, access to Subscriber's Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Subscriber uses, may be able to misappropriate Subscriber's Tokens. Yinbi is not responsible for any such losses.

**访问私钥。** 订阅户接收的代币可以由订阅户保存在其数字钱包或保险库中，并需要私钥或私钥组合来进行访问。因此，丢失数字钱包或保管库存储代币相关联的必要私钥将导致丢失此类代币，访问代币余额权限和/或由第三方创建的区块链中的任何初始余额。此外，任何获得对此类私钥的访问权限的第三方（包括通过获取对托管钱包或保管库服务订阅户使用的登录凭证的访问权限）都可能致使代币的盗用。隐币不对任何此类损失负责。

**Invalid Wallet.** It is Subscriber's responsibility to ensure that the digital wallet address provided to Yinbi for the receipt of Tokens is capable of accepting all types and categories of tokens, including ERC-20 compatible tokens. Yinbi is not responsible if the wallet address provided by Subscriber is not capable of accepting Tokens distributed by Yinbi. Subscriber assumes all responsibility with respect to the foregoing, and Yinbi accepts no liability whatsoever for wallets that do not accept Tokens distributed by Yinbi.

**无效的电子钱包。** 订阅户有责任确保向隐币提供的用于接收代币的数字钱包地址能够接受所有类型和类别的代币，包括ERC-20兼容代币。如果订阅户提供的钱包地址无法接受隐币分配的代币，隐币不予责任。订阅户对上述内容承担全部责任，隐币对不接受隐币分发的代币的钱包不承担任何责任。

**Failure to Map a Public Key to Subscriber's Account.** Subscriber's failure to map a public key to Subscriber's Account may result in third parties being unable to recognize Subscriber's Token balance on the blockchain.

**无法将公钥映射到订阅户的帐户。** 订阅户未能将公钥映射到订阅户帐户可能导致第三方无法识别区块链上的订阅户的代币余额。

**Changes to the Project.** The project is still under development and may undergo significant changes over time. Although Yinbi intends for the project to have the features and specifications set forth in the White Paper, Yinbi may make changes to such features and specifications for any number of reasons, any of which may mean that the Platform does not meet Subscriber's expectations.

**对项目的更改。** 该项目仍处于开发阶段，随着时间的推移可能会发生重大变化。虽然隐币计划让该项目具有白皮书中规定的功能和规格，但隐币可能出于各种原因对这些功能和规格进行更改，其中任何一个原因都可能意味着该平台不符合订阅户的期望。

**Effect of Applicable Laws.** The project is subject to various Laws, including without limitation, laws and regulations of the United States, individual States and local jurisdictions, governing all aspects of the project, and once launched globally, will be subject to the Laws of additional national jurisdictions. These Laws may require that features or functionalities of the project be changed or discontinued in ways not expected, or may impose costs that make certain features and functionalities unprofitable. Laws may subject Yinbi to oversight, enforcement, fines, and other penalties that may damage the Yinbi or force the project to end prematurely.

**适用法律的效力。**该项目受各种法律的约束，包括但不限于美国，各州和地方管辖区的法律和法规，管理项目的各个方面，一旦在全球推出，将受其他国家司法管辖区的法律管辖。这些法律可能要求以预期外的方式更改或中断项目的特征或功能，或者可能施加成本使某些特征和功能无利可图。法律可能会对隐币进行监督，执行，罚款以及其他可能破坏隐币或迫使项目过早结束的处罚。

**Project Completion.** The development of the project may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

**项目完成。**该项目的开发可能由于多种原因而被放弃，包括但不限于公众缺乏兴趣，缺乏资金，缺乏商业成功或前景，或关键人员离职。

**Uncertain Regulatory Framework.** The regulatory status of cryptographic tokens, digital assets, and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations, and/or rules that will affect cryptographic tokens, digital assets, blockchain technology, and its applications. Such changes could negatively impact Tokens in various ways, including, for example, through a determination that Tokens are regulated financial instruments that require registration. Yinbi may cease the distribution of Tokens, the development of the project or operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

**不确定的监管框架。**在许多司法管辖区，加密代币，数字资产和区块链技术的监管状态尚不清楚或尚未解决。很难预测政府当局将如何或是否会对这些技术进行监管。同样难以预测任何政府机构如何或是否可以影响加密代币，数字资产，区块链技术及其应用的现有法律，法规和/或规则进行更改。这些变化可能以各种方式对代币产生负面影响，例如，通过确定代币是受管制的金融工具需要注册。如果政府的行为使得非法或商业上继续这样做不合法，隐币可以停止代币的分发，项目的发展或在管辖区内的运营。

**Risk of Government Action.** The industry in which Yinbi operates is new and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Yinbi and/or pursue

enforcement actions against Yinbi. Such governmental activities may or may not be the result of targeting Yinbi in particular. All of this may subject Yinbi to judgments, settlements, fines or penalties, or cause Yinbi to restructure its operations and activities or to cease offering certain products or services, all of which could harm Yinbi's reputation or lead to higher operational costs, which may in turn have a material adverse effect on Tokens and/or the development of the project.

**政府行为风险。** 隐币运营的行业是新的，可能会受到更严格的监督和审查，包括调查或执法行动。无法保证政府当局不会审查隐币的运作和/或对隐币采取执法行动。这种政府活动可能是也可能不是特别针对隐币的结果。所有这些都可能导致隐币受到判决，和解，罚款或处罚，或导致隐币重组其业务和活动或停止提供某些产品或服务，所有这些都可能导致损害隐币的声誉或导致更高的运营成本，这可能转而对代币和/或项目的开发产生重大不利影响。

**Business Risks.** The project may fail to secure the critical involvement and cooperation of key participants. Yinbi and/or the project may face competition from other entities having greater capital or resources and offering a wider range of products and services that may outperform the project. Yinbi and/or the project may be subject to actions by private parties with respect to intellectual property and other contractual matters. Federal, state, and even international laws, regulations and/or rules applicable to technology industries, including but not limited to those regarding the blockchain technology may impact or constrain the design, implementation, and operation of the project.

**商业风险。** 该项目可能无法确保关键参与者的重要参与和合作。隐币和/或项目可能面临来自具有更多资本或资源的其他实体的竞争，并提供可能超出项目的更广泛的产品和服务。隐币和/或项目可能会受到私人方在知识产权和其他合同事务方面的行为的约束。适用于技术行业的联邦，州，甚至国际法律，法规和/或规则，包括但不限于区块链技术，可能会影响或限制项目的设计，实施和运营。

## DISCLAIMER 声明

(a) YINBI DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY.

(a) 隐币没有做任何明示，暗示或法定的陈述，担保或保证。

(b) WITH RESPECT TO TOKENS, YINBI SPECIFICALLY DOES NOT REPRESENT OR WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

(b) 关于代币，隐币尤其不代表或担保并明确拒绝任何明示，暗示或法定的陈述或保证，包括但不限于所有权，非侵权，适销性，使用，适用性，或适用于任何特定目的，或其工艺或技术编码，或其中任何缺陷的缺失，无论是潜在的还是专利的。

## MISCELLANEOUS 其他

**Entire Terms of Service.** These Terms of Service, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Yinbi about Tokens or the project. To the extent any of the exhibits hereto or materials incorporated by reference contradict anything contained in these Terms of Service, the provisions of these Terms of Service shall prevail. No Party shall be liable or bound to other Party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.

**服务条款为整体。**本服务条款，包括本协议附件以及通过引用并入本文的材料，构成双方之间的完整协议，并取代双方之间就本协议标的事项达成的所有先前或同期的书面和口头协议和谅解，包括但不限于隐币关于代币或项目的任何公开或其他声明或演示。如果本协议中的任何附件或通过引用并入的材料与本服务条款中包含的任何内容相抵触，则以本服务条款的规定为准。除本协议或其中明确规定的任何保证，陈述或契约外，任何一方均不对本协议的主题或其任何方面以任何方式对另一方承担责任或约束。

**Modification of Terms of Service.** Yinbi reserves the right to amend these Terms of Service upon notice to Subscriber, *provided*, however, that Yinbi will not amend the financial terms of these Terms of Service. Yinbi may modify these Terms of Service at any time by delivering a revised Terms of Service to Subscriber or posting a revised version on the Website. It is Subscriber's responsibility to check the Website regularly for modifications to these Terms of Service. Amendments will be effective on the day such amended Terms of Service are sent to Subscriber or posted on the Website. These Terms of Service was last modified on the date listed at the beginning of these Terms of Service.

**修改服务条款。**隐币保留在通知订阅户时修改本服务条款的权利，但隐币不会修改服务条款的财务条款。隐币可以通过向订阅户提供修订后的服务条款或在网站上发布修订版本来随时修改本服务条款。订阅户有责任定期查看本网站以修改本服务条款。修订将在修订后的服务条款发送给订阅户或在网站上发布的当天生效。服务条款的最后修改时间是在本服务条款文首列出的日期。

Subscriber agrees to be bound by any and all modifications, changes and/or revisions. These Terms of Service apply to all users of Yinbi whether a visitor, commercial user, a subscriber, or a client and

Subscriber is only authorized to use the Services and the Website if Subscriber agrees to abide by all applicable federal and state laws and be legally bound by these Terms of Service.

订阅户同意受任何和所有修改、更改和/或修订的约束。本服务条款适用于隐币的所有用户，无论访问者，商业用户，订阅户，客户；只有订阅户同意遵守所有适用的联邦和州法律并且合法的受本服务条款的约束，订阅户将被授权使用服务和网站。

**Termination of Terms of Service; Survival.** Yinbi may terminate these Terms of Service at its sole discretion, including without limitation, by reason of change in tax, securities, corporate, or other law, or if Yinbi determines, in its sole discretion, that these Terms of Service constitutes a security or other form of financial instrument subject to regulation by any Governmental Authority.

**服务条款终止;条款留存。** 隐币可以自行决定终止本服务条款，包括但不限于税务，证券，公司或其他法律的变更，或者隐币受任何政府机关监管后自行决定，本服务条款构成证券或其他形式的金融工具。

Yinbi further reserves the right to terminate these Terms of Service, in its sole discretion, in the event that Subscriber breaches these Terms of Service. Upon any such termination, Subscriber shall not be entitled to receive any Tokens. Subscriber shall not be entitled to any other recourse.

如果订阅户违反本服务条款，隐币进一步还有权自行决定终止本服务条款。任何此类终止后，订阅户无权收到任何代币。订阅户无权获得任何其他追索。

Upon termination of these Terms of Service: (a) all of Subscriber's rights under these Terms of Service immediately terminate; (b) Subscriber is not entitled to a refund of any amount paid; and (c) provisions that by their nature are intended to survive termination of these Terms of Service will continue to apply.

本服务条款终止后：(a) 本服务条款下的所有订阅户权利立即终止；(b) 订阅户无权获得任何已支付金额的退款；(c) 本质上旨在终止本服务条款的规定将继续适用。

**No Waivers.** The failure by Yinbi to exercise or enforce any right or provision of these Terms of Service will not constitute a present or future waiver of such right or provision nor limit Yinbi's right to enforce such right or provision at a later time. All waivers by Yinbi must be unequivocal and in writing to be effective.

**无豁免。** 隐币未能行使或执行本服务条款的任何权利或规定，不构成对此类权利或规定在现在或将来的放弃，也不会限制隐币在以后执行此类权利或规定的权利。隐币的所有豁免必须是明确的并且书面形式才有效。

**No Partnership; No Agency; Third Party Beneficiaries.** Nothing in these Terms of Service and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture, or other co-operative entity between the Parties. Nothing in these Terms of Service and no action taken by the Parties pursuant to these Terms of Service shall constitute, or be deemed to

constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to these Terms of Service, any authority or power to bind or to contract in the name of the other Party. These Terms of Service do not create any third party beneficiary rights in any other person.

**无伙伴关系;无代理商;第三方受益人。**本协议中的任何内容均不构成或视为构成双方之间的合伙, 协会, 合资企业或其他合作实体。本服务条款中的任何内容以及双方未根据本服务条款采取的任何行动均不构成或被视为构成另一方代理人的任何目的。根据本服务条款, 任何一方均不得以另一方的名义约束或订约任何权限或权力。本服务条款不会对任何其他人创造任何第三方受益权。

**Electronic Communications.** Subscriber agrees and acknowledges that all agreements, notices, disclosures, and other communications that Yinbi provides Subscriber pursuant to these Terms of Service or in connection with or related to Subscriber's receipt of Tokens, including these Terms of Service may be provided by Yinbi, in its sole discretion, to Subscriber, in electronic form.

**电子通讯。**订阅户同意并承认隐币根据本服务条款或与订阅户收到代币相关或与之相关的所有协议, 通知, 披露和其他通信, 包括本服务条款, 可由隐币自行决定, 以电子方式提供给订阅户。

## LANGUAGE 语言

These terms of service have been translated into Chinese solely for the information and convenience of Chinese speakers. However, the English version of these terms shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the parties hereto. In the event of any inconsistency between the English version and the Chinese version, the English version shall control. All communications and notices to be made or given pursuant to these terms and this agreement shall be in the English language.

本服务条款仅为中文人士的信息和便利而翻译成中文。但是, 在本条款所有方面应以英文为准, 并且本协议的所有以任何其他语言表示版本, 均为方便理解之目的, 不对本协议各方具有约束力。如果英文版本与中文版本有任何不一致之处, 则以英文版本为准。根据本条款和本协议制作或发出的所有通讯和通知均应使用英语。

## EXHIBIT A 附件A

Events listed in Rule 506(d)(1) of Regulation D under the Securities Act of 1933

根据1933年证券法，第506(d)(1)条第D条规则所列的事件

Do any of the following apply to Subscriber? If yes, you may not receive Tokens under these Terms of Service.

以下任何一项是否适用于订阅户？如果是，您可能不会根据本服务条款收到代币。

(i) Has been convicted, within ten years before such distribution or sale(or five years, in the case of issuers, their predecessors and affiliated issuers), of any felony or misdemeanor:

(i) 已在代币发放或出售前十年内被定罪（或就该等出售而被定罪五年）发行人，他们的前任和附属发行人），任何重罪或轻罪：

(A) In connection with the purchase or sale of any security;

(A)与购买或出售任何证券有关；

(B) Involving the making of any false filing with the Commission; or

(B) 涉及向委员会提交任何虚假文件；或

(C) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchase of securities;

(C)由承销商，经纪人，交易商，市政证券交易商，投资顾问或购买证券的付费律师开展业务；

(ii) Is subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before such distribution or sale , that, at the time of such distribution or sale , restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

(ii)在此类币发放或出售之前五年内受任何有管辖权的法院的任何命令，判决或法令约束，在代币发放或出售时，限制或禁止该人从事或继续从事任何行为或行为：

(A) In connection with the purchase or sale of any security;

(A) 与购买或出售任何证券有关；

(B) Involving the making of any false filing with the Commission; or

(B) 涉及向委员会提交任何虚假文件；或

(C) Arising out of the conduct of the business of an underwriter, broker,dealer, municipal

securities dealer, investment adviser or paid solicitor of purchase of securities;

(C)由承销商, 经纪人, 交易商, 市政证券交易商, 投资顾问或购买证券的付费律师开展业务;

(iii) Is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

(iii) 受国家证券委员会(或履行职能的国家的机构或官员), 监督或审查银行, 储蓄协会或信用合作社的国家机关, 国家保险委员会(或执行类似职能的国家的机构或官员), 适当的联邦银行机构, 美国商品期货交易委员会, 或国家信用合作社管理局的最终命令的约束。

(A) At the time of such sale, bars the person from:

(A) 在此类出售时, 禁止该人:

(1) Association with an entity regulated by such commission, authority, agency or officer;

(1)与受该委员会, 机关, 机构或官员监管的实体的关联;

(2) Engaging in the business of securities, insurance or banking; or

(2) 从事证券, 保险或银行业务;或

(3) Engaging in savings association or credit union activities; or

(3)从事储蓄协会或信用合作社活动;或

(B) Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years before such sale;

(B) 根据违反任何法律或法规的行为构成最终命令, 禁止在此类出售前十年内进行欺诈, 操纵或欺骗行为;

(iv) Is subject to an order of the Commission entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78o(b) or 78o-4(c)) or section 203(e) or (f) of the Investment Advisers Act of 1940 (15 U.S.C. § 80b- 3(e) or (f)) that, at the time of such distribution or sale :

(iv)在币发放或销售时, 须遵守委员会根据第15(b)条作出的命令或1934年证券交易法

15B(c)(15U.S.C.§§78o(b)或78o-4(c))或1940年投资顾问法第203(e)或(f)节(15U.S.C.§80b) - 3(e)或(f) :

(A) Suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment adviser;

(A)暂停或撤销该人作为经纪人, 交易商, 市政证券交易商或投资顾问的注册;

(B) Places limitations on the activities, functions or operations of such person; or

(B) 对此人的活动，职能或运作设置限制；

(C) Bars such person from being associated with any entity or from participating in the offering of any penny stock;

(C) 禁止此人与任何实体联系或参与提供任何低价股票；

(v) Is subject to any order of the Commission entered within five years before such distribution that, at the time of such distribution or sale, orders the person to cease and desist from committing or causing a violation or future violation of:

(v)在此类出售之前五年内仍受委员会签订的任何命令，在此类发放或出售时，命令该人停止并停止犯下或导致违反或未来违反：

(A) Any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act of 1933 (15 U.S.C. § 77q(a)(1)), section 10(b) of the Securities Exchange Act of 1934 (15 U.S.C. § 78j(b)) and 17 CFR § 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 (15 U.S.C. § 78o(c)(1)) and section 206(1) of the Investment Advisers Act of 1940 (15 U.S.C. § 80b-6(1)) or any other rule or regulation thereunder; or

(A)联邦证券法的任何基于明知故犯的反欺诈条款，包括但不限于1933年证券法第17(a)(1)条(15U.S.C.§77q(a)(1))，1934年证券交易法第10条(b)(15U.S.C.§78j(b))和17CFR§240.10b-5，1934年证券交易法(15U.S.C.§78o(c))(1)第15(c)(1)节和1940年投资顾问法案(15U.S.C.§80b-6(1))第206(1)条或其中任何其他规则或条例；

(B) Section 5 of the Securities Act of 1933 (15 U.S.C. § 77e);

(B) 1933年证券法(15 U.S.C. § 77e)第5节；

(vi) Is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(vi) 因违反公正和公平原则的行为或不作为而被暂停或被驱逐出会员，注册国家证券交易所或注册国家或附属证券协会的成员资格被暂停或被禁止贸易；

(vii) Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before such distribution or sale, was the subject of a refusal order, stop order or order suspending the Regulation A

exemption, or is, at the time of such distribution or sale , the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or

(vii) 已向委员会提交的任何登记声明或规定A发售声明（作为注册人或发行人）， 或已被或被指名为包销商， 该声明在此类发放或出售之前的五年内受拒绝命令， 停止命令或规定A豁免暂停的命令的约束， 或在发放或出售时， 是调查或法律程序以确定是否应发出停止令或暂停令的对象； 或

(viii) Is subject to a United States Postal Service false representation order entered within five years before such distribution or sale , or is, at the time of such distribution or sale , subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

(viii)受美国邮政局在此类发放或出售前五年内的虚假陈述令所规限， 或者在发放或出售时受到美国邮政局指称的行为临时限制令或初步禁令的约束， 该行为构成通过虚假陈述以邮件获取金钱或财产的诡计或设备。