

# Terms and Conditions

Thank you for visiting the website of Unicoi DCX Limited ( "ABCC+", "we", "us" or "our"). Please note that these terms and conditions (the "Terms and Conditions"), together with our privacy policy (the "[Privacy Policy](#)") apply to your visit and use of our website (the "Site"), including all content and features available on our Site.

PLEASE DO NOT USE THE SITE OR PROVIDE INFORMATION (OR ALLOW OTHERS TO DO SO ON YOUR BEHALF) IF YOU (AND YOUR PRINCIPAL IF YOU ARE ACTING AS AGENT) DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS. By accessing or using the Site, you agree to these Terms and Conditions, including, but not limited to, the Privacy Policy, as amended from time to time. Your continued use of the Site after we make changes is deemed to be acceptance of those changes, so please check periodically for updates.

## Unregulated Platform

ABCC+ is an online and mobile marketplace platform (the "Platform") which (i) permits the registered users to place purchase and sale orders of, and facilitates the settlement of transactions relating to the purchase and sale of, digital assets including Bitcoins, Ethereum, or other crypto or digital assets approved by ABCC+ (collectively, the "Digital Assets"), and (ii) enables users to obtain trade data, price, research and other information regarding the Digital Assets as from time to time decided by ABCC+ in its sole discretion ( "Market Data"). The services described under (i) and (ii) are hereafter referred to as "Services".

The Platform only allows trading of the digital assets that are not deemed as "securities" under the laws of Labuan, United States and other relevant jurisdictions as from time to time determined by ABCC+ in its sole discretion. It is not intended to operate as a regulated marketplace or national securities exchange. Neither ABCC+ nor the Platform is registered as a broker or dealer, a national securities exchange, a capital market service provider or an alternative trading system in any jurisdiction. The trading and settlement of the transactions regarding the Digital Assets are not oversight by any governmental authority or self-regulatory institution. You take your own risk by accessing and using the Site and the Platform.

## Publishing and Ownership of the Content

All of the content featured or displayed on the Site, including, without limitation, all Market Data, text, graphics, photographs, images, video, and other materials ( "Content"), and the selection, coordination and arrangement of such Content, is owned by us, our licensors or other providers of such material (collectively, our "Content Providers") and is protected by copyright, trademark, patent and other intellectual property or proprietary rights laws. All rights not expressly granted are reserved by us.

## Trademark

Other product and service names referenced herein may be trademarks and service marks of their respective companies and are the exclusive property of such respective owners, and may not be used publicly without the express written consent of the owners and/or holders of such trademarks

and service marks. You acknowledge and agree that we either own or have been authorized by relevant third-party intellectual property owners to use all trademarks, copyright, patents, design and intellectual property of any nature and form found on the Site and the Services.

All of the marks, logos, domains, and trademarks that you find on the Site and Platform may not be used publicly except with express written permission from ABCC+, and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits ABCC+.

#### Use of the Content

Content on the Site is protected by copyright law. Except as expressly permitted under copyright law or these Terms and Conditions, you may not reproduce, distribute, modify, frame or incorporate into another website, store or transmit any Content without our express permission and consent of our Content Providers. Content may not be sold or used for any commercial purpose under any circumstances without the express permission of us and our Content Providers.

You acknowledge that ABCC+ is not an investment adviser or a fiduciary of you. You further acknowledge that none of the Market Data provided on the Site constitutes a recommendation or solicitation by ABCC+ or the Platform that you enter into any particular transaction or that any particular transaction is suitable or appropriate for you.

You acknowledge that ABCC+ has no duty or obligation to verify, correct, complete or update any Market Data displayed on the Site. Market Data, including without limitation, price quotations, news and research, may be prepared by information providers that are independent of ABCC+. ABCC+ does not warrant that Market Data or other content will be accurate, complete or refreshed in a timely manner. You should conduct further research and analysis or consult an investment advisor before making investment decisions. Any use of or reliance on Market Data or other Content on the Site is at your own risk. ABCC+ is not obligated to inform you of technical difficulties experienced by the Platform concerning access to it.

#### Registration

To access some areas of the Site, you may need to complete a registration process or create an account. You must provide accurate and complete information when creating an account. You are solely responsible for the safe use of the account. You must keep your username and password confidential and do not allow any person to use your username and password.

Personally identifying information collected by us through the registration process will be subject to the Privacy Policy.

#### Link to Other Resources

Links to other websites and resources provided by third parties contained on the Site are provided for your convenience only and do not indicate any endorsement by us. We have no control over the contents of those websites or resources and you agree that we have no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any such third-party website, you do so entirely at your own risk and subject to any terms and conditions and privacy policies posted therein.

You hereby agree to defend and hold harmless us from and against any and all claims, liabilities, damages or losses that may result from your use of links that may appear on the Site or via the Platform. We reserve the right to terminate any link or linking program at any time.

#### Improper Use of the Site

You agree not to:

- (a) use the Site in any way that violates any applicable law or regulation;
- (b) duplicate any part of our Site or the Content contained therein or other information received via the Services;
- (c) engage in any conduct that disables, overburdens, damages, impairs, restricts or interferes with the Site or anyone's use or enjoyment of the Site, or which may harm ABCC+ or users of the Site or expose them to liability;
- (d) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful to the Site;
- (e) place pop-up windows over pages of the Site, or otherwise affect the display of pages of the Site;
- (f) use the Site or Services, or any of the Content contained therein, for any public display, public performance, sale or rental;
- (g) re-distribute any of the Content or other information received through the Services;
- (h) re-distribute any of the Content or other information received through the Services;
- (i) remove any copyright or other proprietary notices from the Site or any of the Content contained therein;
- (j) frame or utilize any framing techniques in connection with the Site or any of the Content contained therein;
- (k) circumvent any encryption or other security tools used anywhere on the Site or in conjunction with the Services (including the theft of usernames and passwords or using another person's username and password in order to gain access to a restricted area of the Site);
- (l) use any data mining, bots, scrapers or similar data gathering and extraction tools on the Site or in conjunction with the Services;
- (m) sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Content or Services or any of your rights to access the Platform and use the Content or Services as granted specifically herein;
- (n) use our Services to impersonate any other user or person;
- (o) otherwise use any Content or information on the Site or provided by our Services in any manner that infringes any copyright, trademark, patent, trade secret, publicity or other proprietary right of any party;
- (p) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that we may designate for such purpose;
- (q) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source material that is uploaded or otherwise provided by you; or
- (r) restrict or inhibit any other user from using and enjoying the Services. Moreover, you agree not to stalk, harass or harm another individual, impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity, or collect or store personal data about other users or visitors to the Site.

#### Online Security

Electronic and computer-based facilities and systems such as the Platform are inherently vulnerable to disruption, delay or failure and may become unavailable to you as a result of foreseeable and unforeseeable events.

From time to time due to technological factors, scheduled software uploads and other factors beyond or within our control, the Site, the Platform, or other Services may be temporarily interrupted.

You agree that we are not liable for any loss and damage arising from such interruption and you agree to hold us harmless against any such interruption of or inability to access the Site, the Platform or Services.

#### Indemnification

You agree to indemnify, defend and hold us and our Content Providers harmless, from and against any and all losses, damage, liability and costs of every nature incurred by any of us or the Content Providers in connection with any claim, damage or loss related to or arising out of and use of the Site or any breach or alleged breach by you of these Terms and Conditions. You agree to cooperate fully in the defense of any of the foregoing.

#### No Warranties

Neither ABCC+ nor any of its affiliates makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Site or the Content. THE SITE AND ALL CONTENT (regardless of who generates it), AND ALL SERVICES PROVIDED BY THE SITE ARE SUBJECT TO CHANGE AND PROVIDED BY US OR OUR CONTENT PROVIDERS "AS IS" WITHOUT ANY WARRANTY OR CONDITION, AND WITHOUT THE UNDERTAKING OF ANY DUTY, OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### Limitation on Liability

TO THE FULL EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER US NOR ANY OF OUR CONTENT PROVIDERS WILL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS, FOR LOSS OF PRIVACY OR SECURITY, FOR LOSS OF REPUTATION, FOR FAILURE TO MEET ANY DUTY, OR FOR ANY OTHER SIMILAR DAMAGES.

#### Termination

We reserve the right to terminate your use of any or all of the Site, or terminate or cancel this agreement, at any time with or without prior notice. You agree that we shall not be liable to you or any third party for termination of your access to the Site.

#### Governing Law and Arbitration

All matters relating to the Site and these Terms and Conditions shall be governed by and construed in accordance with the laws of Labuan without giving effect to any choice or conflict of law provision or rule.

All Parties agree that if any dispute arises out of or in connection with this Agreement (including its Exhibits and all documents incorporated hereto by reference), including any question regarding its existence, validity or termination which cannot be settled through negotiation, they shall in good faith, be referred to and try to settle by arbitration by this Terms and Conditions competent jurisdiction, of a national mediation or resolution Authority, whose rules are deemed to be incorporated by reference in this clause. The dispute shall be resolved by one (1) arbitrator appointed by the parties. If the parties cannot agree on one (1) arbitrator, the dispute shall be resolved by three (3) arbitrators, one (1) appointed by ABCC+, one (1) appointed by you and the third appointed by the first two (2) arbitrators. The arbitration proceedings shall be conducted in English. Any award is final and may be enforced in any court of competent jurisdiction. The award shall apportion the costs of arbitration. The parties shall duly and punctually perform their obligations hereunder pending issuance of the arbitral award.

## Miscellaneous

These Terms and Conditions including the Privacy Policy constitute the entire agreement between you and us with respect to viewing the Site. Any failure on our part to assert a right or provision shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable, then such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

If you have any questions about these Terms and Conditions, the practices of this Site or the Platform, or your dealings with this Site, you can contact us at [support@abcc.zendesk.com](mailto:support@abcc.zendesk.com).

The effective date of these Terms and Conditions was set on/from Jan 1, 2025.