

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING FM SERVICE OR THIS SITE, IT IS DEEMED THAT YOU AGREE TO “FIRST MILE TERMS OF USES”.

請仔細閱讀使用條款。登入或使用 FM 服務或本網站，即表示您同意“FIRST MILE 使用條款”。

TERMS OF USE

使用條款

The owner of First Mile website (the “Site”) is Taiwan Fintech Corporation (the “Company”). The Company provides services in relation to certain digital assets, including but not limited to Cryptocurrencies, Tokens, ICO & IEO Fundraising, ICO & IEO Rating (the “Digital Asset”), for its users through the Site (the “FM Service”).

First Mile 網站(下稱「本網站」)的所有者是臺灣金融科技股份有限公司(下稱「本公司」)。本公司通過本網站為其用戶提供與數位資產相關的服務，包括但不限於加密貨幣、代幣(下稱「數位資產」)、ICO 和 IEO 募資、ICO 和 IEO 評等(下稱「FM 服務」)。

The following terms and conditions (“Terms of Use”) is a contract between all users of the FM Service and this Site (referred to herein as “user” or “you”) and the Company and apply to your access and use of the FM Service and this Site.

以下條款和條件(下稱「本使用條款」)係 FM 服務之所有用戶與本網站(下稱「用戶」、「您」或「您的」)與本公司之間的契約，於您登入和使用 FM 服務和本網站時適用。

1. ACCEPTANCE OF TERMS OF USE

1. 使用條款確認

Your use of the FM Service is subject to the Terms of Use and Company's privacy policy. Please review the Company's privacy policy, which also governs the FM Service and informs Users of the Company's data collection practices. These terms of use is a binding agreement between you and the company, the company reserves the right to update these terms of use at any time. these terms of use may be amended, changed, or updated by the company at any time and the company will notify you of the changes so you may decide whether to continue accessing or using FM Service or this site pursuant to the subsequent versions of these terms of use. after the effective date of any amendments, changes, or updates, if you do not agree to

any subsequent amendments, changes, or updates, you will not be able to use any FM Service and this site, including but not limited to access matching services, exchange, sale, transmission and receipt of digital assets. Therefore please contact FM service personnel so that your termination of use of this site can be properly processed.

您使用的 FM 服務適用本公司之使用條款及隱私權政策，請檢閱本公司的隱私權政策，該政策規範 FM 服務並告知用戶本公司數據收集之實施方式。本使用條款係拘束您與本公司之間的協議，本公司保留隨時更新使用條款的權利，並得隨時修改、更改或更新本使用條款，本公司亦將通知您本使用條款之變更，您可根據條款的後續版本決定是否繼續登入、使用 FM 服務或本網站。在任何修改，更改或更新生效日期之後，若您不同意任何後續修訂、更改或更新的使用條款，您將無法使用任何 FM 服務和本網站，包括但不限於使用本公司媒合服務、交換、銷售、傳輸和接收數位資產。因此，若有終止使用之需求，請聯繫 FM 服務人員，以便妥善處理後續事宜。

2. AGE RESTRICTION

2. 年齡限制

No minors under 20 years of age are permitted to use FM Service. By using FM Service as an individual, you represent and warrant that you are at least 20 years of age and may legally enter into a binding contract with the Company. We disclaim any liability for any misrepresentation of your or any other user's age. You further represent and warrant that you are not prohibited from using FM Service under the laws of the Taiwan or any applicable jurisdiction. We assume no responsibility or liability for any misrepresentation of your age. If you are a minor, a person of limited legal capacity or a person of no legal capacity, please do not access or use FM Service and this Site, otherwise you and your parents or legal guardian shall be responsible for all legal and financial responsibility and liabilities resulting therefrom, and the Company shall have the right to claim against you and your parents or legal guardian for damages caused to the Company as a result of such access or use. In addition, the Company shall have the right to suspend, cancel, or terminate your access and may block transactions or freeze funds under your account.

未滿 20 歲的未成年人不得使用 FM 服務。FM 服務作為個人使用，您聲明並保證您至少年滿 20 歲並且可合法地與本公司簽訂具有約束力的契約。本公司不就您或任何其他用戶年齡的錯誤承擔任何責任。您並將保證根據台灣法律或任何司法管轄，您不會被禁止使用 FM 服務。若您是未成年人、限制行為能力人或無行為能力人，請勿使用 FM 服務或本網站，否則您與您的父母、法定監護人將承擔因您使用 FM 服務和本網站之一切法律與財務責任，本公

司並有權向您和您的父母或法定監護人請求損害賠償，或因使用 FM 服務而對本公司所造成的損害。此外，本公司有權暫停、取消或終止您的使用權限，並可能禁止您的帳戶下的交易或凍結資金。

3. REGISTRATION & PRIVACY

3. 註冊和隱私

When you register, the Company may collect information such as your email address and depending on the Services you choose, other information, such as billing info and verification data or cryptocurrency wallet information.

As a Member, you herein consent to the collection and use of the information provided, including the transfer of information within the Taiwan and other countries for storage, processing or use by the Company and/or our subsidiaries and affiliates.

You can obtain further details about our collection, use, storage, and disclosure of data on our Privacy Policy.

當您註冊時，本公司可能會收集您的電子郵件地址等資訊，取決於您選擇的服務，我們可能需要收集其他資訊，如帳單、驗證數據或加密錢包資訊。

作為會員，您在此同意本公司收集和使用您所提供的資訊，包括在台灣和其他國家/地區內傳輸資訊，以便本公司和/或我們的子公司與關係企業進行存儲、處理或使用。

您可以在我們的隱私權政策中獲取更多有關我們收集、使用、儲存和揭露數據的詳細資料。

4. ACCOUNT REGISTRATION AND SECURITY

4. 賬戶註冊和安全

- (1) In order to use certain functions or features of FM Service and this Site and to keep appropriate records of the Company's customers, you are required to register an Ethereum Signature (address) such as METAMASK (<https://metamask.io/>) first, and the same address will be your FM Account and allow you to be to access FM Service and this Site. Please note that your registration with the Site will be governed by terms of use between the Company and you. Your access to and limits to FM Service may be based on the identifying information and/or proof of identity you provide to the Company. If you do not agree to provide any such additional personal information to the Company, you will not be able to use this Site and/or the FM Service.

- (1) 為了使用 FM 服務和本網站的某些功能或特點，並保存用戶的適當記

錄，您需要先註冊一個以太坊簽名(地址)，如 METAMASK (<https://metamask.io/>)，此簽名(地址)將成為您的 FM 帳號，您即可進入使用 FM 服務和本網站。請注意，您在本網站的註冊將受到使用條款之拘束。您對 FM 服務的訪問權限和相關限制將基於您向本公司提供的身份資訊或身份證明而定。如果您不同意向公司提供任何此類額外的個人資訊，您將無法使用本網站和/或 FM 服務。

- (2) By accessing FM Service and this Site, you are deemed to agree to: (a) provide accurate, current and complete information about you and promptly update such information thereafter to keep it accurate, current and complete; (b) maintain the security of your identification; (c) accept all risks arising out of inaccurate, outdated or incomplete information; and (d) irrevocably grant the Company and its Affiliates your personal information and other information in relation to your FM Account.
- (2) 進入 FM 服務和本網站，您將被視為同意：(a)提供有關您的正確、最新和完整的資訊，並在此後及時更新此類資訊，使其保持正確、最新和完整之狀態；(b)保持您身份證明的安全；(c)您將承受因資訊不正確、過時或不完整產生之所有風險；(d)對本公司及其關係企業，不可撤銷地授與關於您 FM 帳號的個人資訊及其他資訊之存取權。
- (3) The Company reserves the right, at its sole discretion,(a) to refuse your FM Account to FM Service and this Site; (b)to suspend, restrict, or terminate your access to any or all of the FM Service and/or this Site when the Company suspects that you violate these Terms of Use or you engage in any inappropriate conduct or behavior; and(c) remove the Content (as defined in Section 8(3) herein) submitted under the FM Account without prior notice and at our sole discretion if (i) any information provided during the accessing process or later is inaccurate, not current or incomplete; (ii) activities or actions under your FM Account is alleged to be infringing these Terms of Use or other agreements between you and the Company or falling under Prohibited Use set forth in Section 7(4) herein; (iii) a dispute has arisen between you and the Company that remains pending in a legal or judicial proceeding; or (iv) activities or actions under your FM Account is alleged to be infringing our Anti-Fraud, Anti-Money Laundering and Counter Terrorist Policies or applicable law.
- (3) 本公司保留以下事項之決定權：(a)拒絕您使用 FM 服務或本網站；(b)當本公司發現您疑似違反使用條款或您從事任何不當行為時，可暫停、限制或終止您使用任何或所有 FM 服務和/或本網站；(c)若發現以下行為，將刪

除您提供的內容(如第 8(3)條所定義)，恕不另行通知:

- (i) 在您使用服務過程中或之後提供的任何不正確、過時或不完整之資訊;
 - (ii) 您的 FM 帳戶活動或行為，被本公司認定已違反本使用條款，或被本公司認定您從事屬於本條款第 7(4)條定義之禁止行為;
 - (iii) 您與本公司就使用本網站或 FM 服務發生爭議進入司法程序中仍未解決;或
 - (iv) 您的 FM 帳戶活動或行動被本公司認定已違反廣義或狹義之法律(包含但不限於反欺詐、反洗錢和反恐政策或其他法律、命令等等)。
- (4) You should be responsible for your FM Account security, including, but not limited to maintaining adequate security and control of any and all IDs, API keys or any other codes that you use to access to or associate with the FM Service and this Site. You must not share your FM Account or password with any other third party, knowingly or accidentally share, provide or make your FM Account or password available to any other third party, or otherwise enable any other third party to access or decipher your FM Account or password. In addition, you shall take necessary and reasonable measures to and due care in keeping your FM Account and password confidential and preventing your FM Account and password from being used by any other third party. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your FM Account by third-parties and the loss or theft of any Digital Asset and/or funds held in your FM Account and any associated accounts, including your linked bank account(s). Since you are the owner of your FM Account and password, and you are responsible for taking necessary and reasonable measures to keep your FM Account and password confidential, you agree to take sole responsibility for any activities or actions under your FM Account, whether or not you have authorized such activities or actions, except to the extent that you are able to prove that a third party is able to tamper with your FM Account by unauthorized access of our IT systems due to system deficiencies of the Company. If you believe your FM Account and password may have been disclosed to a third party, is lost or stolen or unauthorized transactions may have been conducted, you are responsible for notifying the Company immediately.
- (4) 您應該對您的 FM 帳戶安全負責，包括但不限於維護足夠的安全性和控制於您登入或與 FM 服務相關聯的任何和所有身分識別、API 密鑰或任何其他代碼。您不得與任何其他第三方共享您的 FM 帳號或密碼，或以任何方式故意或過失洩漏您的 FM 帳號或密碼，使您的 FM 帳號或密碼可能供任何其他第三方使用，或以其他方式使任何其他第三方使用或破解您的 FM

帳號或密碼。此外，您應該採取必要和合理的措施妥善保管您的 FM 帳號和密碼不被任何其他第三方使用。上述資訊和/或您的個人資訊的任何損失或損害可能導致第三方未經授權進入您的 FM 帳號，並造成您 FM 帳號和任何相關帳戶、銀行帳戶中的數位資產或資金遺失或遭竊。由於您是 FM 帳號和密碼的所有者，您有責任採取必要和合理的措施來保護您的 FM 帳號和密碼，您同意對 FM 帳號下的任何活動或行動承擔全部責任，但若您能證明第三方利用本公司電腦系統缺失而侵入本公司電腦系統，進而操作、竄改您的 FM 帳號，不在此限。如果您認為您的 FM 帳號和密碼可能已為他人所知、已遺失或遭竊，或擅自進行交易，您有責任立即通知本公司。

5. ANTI-FRAUD, ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST

5. 反欺詐，反洗錢和反恐怖主義

The Company and its Affiliates, and the partners that are in collaboration with the Company implement certain anti-fraud, Anti-Money Laundering and Counter-Terrorist policies and procedures (“Anti-Fraud, Anti-Money Laundering and Counter-Terrorist Policies”). Accordingly, The Company and its Affiliates, and the partners that are in collaboration with the Company conduct customer due diligence process and implementation and ongoing analysis and reporting. This includes monitoring of suspicious transactions and mandatory or voluntary reporting to regulators. The Company needs to keep certain information and documentation on file pursuant to applicable laws, applicable policies and to fulfill contractual obligations to third parties, and the Company hereby expressly reserves the right to keep such information and documentation and to disclose such information and documentation to the partners that are in collaboration with the Company or government authorities. This will apply even when you terminate your relationship with the Company, and vice versa, or abandon your application to have an account with the Company.

本公司及其關係企業以及與本公司之合作夥伴執行反欺詐、反洗錢和反恐主義之政策和程序(以下稱「反欺詐、反洗錢和反恐政策」)。因此，本公司及其關聯公司以及與公司之合作夥伴將進行客戶盡職調查流程和實施以及持續分析和報告，包括監控可疑交易以及向監管機構提交強制或自願報告。本公司會根據相關法律、適用政策保留某些資訊和檔案，並履行對第三方之契約義務，本公司特此明確申明將保留此類資訊和檔案的權利，並將此類資訊和檔案揭露予合作夥伴或政府機構。即使您終止與公司的關係(反之亦然)，或放棄在本公司開立帳戶，上述之條款亦有適用。

6. RISK STATEMENT

6. 風險揭露

Trading in Digital Assets entails certain risks. When trading cryptocurrencies and tokens, please be aware that there is a significant possibility that Digital Assets can fluctuate considerably in value. FM Service makes no representations, warranties, or assurances as to the accuracy, currency, or completeness of the content or Cryptocurrencies ranking contained in this website or any sites linked to or from this website. By using FM Service and this Site, you agree that you are fully aware of the related risks and considerations and waive any and all claims against the Company and its Affiliates for all losses or damages that may arise from your purchase or sale of Digital Asset.

數位資產交易有一定風險。在交易加密貨幣和代幣時，請注意數位資產很可能在價值上有大幅波動，FM 服務不保證對本網站、連結到本網站、從本網站連結之任何網站的內容或加密貨幣排名之準確性、流通性或完整性。使用 FM 服務和本網站，即表示您同意並完全了解相關風險和注意事項，並您已就買賣數位資產因相關風險所之任何損失或損害，拋棄針對本公司之任何及全部請求權。

7. OWNERSHIP; GRANT; RESTRICTIONS ON GRANT

7. 所有權、授權及授權限制

(1) You acknowledge and agree that the Company hereby grants you a limited, nontransferable and non-exclusive license, subject to these Terms of Use, to access and use FM Service, the Content, and this Site solely for your personal and noncommercial purposes and that the Company retains ownership of all right, title and interest to FM Service, the Content, and this Site, and the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights, trademarks and trade secret rights) subject to the license granted in this Article 7.

(1) 您知悉並同意在本使用條款的規範下，本公司授予您有限、不可轉讓和非獨占性之許可，您得就個人和非商業目的進入和使用 FM 服務、內容和本網站。根據本條款第七條，本公司保留對 FM 服務、內容和本網站的所有權利、所有權和利益以及其中之智慧財產權(包括但不限於所有專利權、設計權、版權、商標和商業秘密等)。

(2) You acknowledge and agree that, the Company may, based on factors such as operating cost, marketplace, and the security of transaction, or at the request of the partners that are in collaboration with the Company, set and adjust the minimum amount and maximum amount for use of any or all FM Service

(including but not limited to access matching services, exchange, sale, transmission and receipt of digital currencies), and charge transaction fees as a result thereof. In addition, when you transact Digital Assets, you must pay for that computation (Gas). Gas is the internal pricing for running a transaction or contract in Ethereum, not pay for the company.

- (2) 您知悉並同意，公司根據營運成本、市場和交易安全等因素，或基於合作夥伴之要求，得設定並調整使用任何或全部 FM 服務的最低和最高金額 (包括但不限於媒合服務、交換、銷售、傳輸和接收數位貨幣)，並視情收取交易費用。此外，當您交易數字資產時，您必須支付該計算費用 (Gas)。Gas 是在以太坊執行交易或合約的手續費用，並非支付予本公司。
- (3) This Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. You should verify all information before relying on it, and all decisions based on information contained on this Site are your sole responsibility and we shall have no liability for such decisions. You acknowledge and agree that the Company is not responsible for any information, content, or services contained in any third-party materials or on any third party sites.
- (3) 本網站(包括但不限於內容)並非總是保持完全正確、完整或最新，可能有技術失誤或誤植之情事。您應在做出所有決定前，核實所有您依據本網站所載之資訊，並由您負完全之負責，本公司對該決定不負任何責任。您確認並同意，本公司不對任何第三方資料或任何第三方網站中包含的任何資訊、內容或服務負責。
- (4) Except as otherwise specifically permitted under these Terms of Use, you may not:
 - (a) copy, imitate, develop or reproduce FM Service, this Site, or the Content, including without limitation the model, design, interface, appearance and layout;
 - (b) create any derivative works of any FM Service, this Site, or the Content, including without limitation the model, design, interface, appearance and layout;
 - (c) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for any part of FM Service and this Site;
 - (d) disseminate malicious software, programs, virus, worm or in other manner that destroys or crash FM Service and this Site;
 - (e) distribute, transfer, sell, rent, lease, sublicense, or grant your FM Account to any other third party;

- (f) copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part;
- (g) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in FM Service and this Site;
- (h) use, access or tamper with non-public areas of FM Service and this Site, the Company's computer systems, or the technical delivery systems of the Company's providers;
- (i) probe, scan, or test the vulnerability of any system or network of this Site or breach or circumvent any security or authentication measures;
- (j) access or search FM Service and this Site or download Content from FM Service and this Site by any means (automated or otherwise) other than through the currently available interfaces that are provided by the Company (and only pursuant to those terms and conditions) or other generally available third party web browsers;
- (k) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the FM Service and this Site to send altered, deceptive or false source-identifying information;
- (l) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by the Company or any of the Company's providers or any other third party (including another user) to protect FM Service and this Site or Content; or
- (m) interfere with or disrupt (or attempt to do so) the operation of FM Service and this Site, the access of any user, host or network by any means or interfere with or create an undue burden on the FM Service and this Site.

(4) 除本使用條款另有許可外，您不得從事以下行為：

- (a) 複製、模仿、開發或再製 FM 服務、本網站或內容，包括但不限於模型、設計、介面、外觀和排版；
- (b) 製作關於 FM 服務、本網站或內容的衍生作品，包括但不限於模型、設計、介面、外觀和排版；
- (c) 對 FM 服務和本網站的任何部分進行反向工程、解編、拆解或以其他方式獲取原始碼；
- (d) 傳播惡意軟體、程式、病毒、電腦蠕蟲或其他破壞或損毀 FM 服務和本網站；

- (e) 分配、轉讓、出售、出租、租賃、再許可或授權您的以太坊認證予任何其他第三方;
- (f) 複製、傳播、分配、銷售、許可、反向工程、修改、出版或參與轉讓、出售或製造衍生作品，或以任何其他方式利用任何一部或全部內容;
- (g) 刪除或更改 FM 服務及本網站的任何商標、標誌、版權或其他所有權聲明、圖例、符號或標籤;
- (h) 使用、進入或篡改 FM 服務、本網站、本公司的電腦系統或本公司供應商相關系統的非公共區域;
- (i) 探測、掃描或測試本網站的任何系統或網路漏洞，或違反或規避任何安全或認證措施;
- (j) 透過任何自動或其他方式，而非透過本網站或其他的第三方網路瀏覽器所提供的當前可用介面(且僅依據該條款予條件)進入、搜索 FM 服務和本網站，或從 FM 服務和本網站下載內容;
- (k) 在任何電子郵件或貼文中偽造任何 TCP / IP 數據標頭(TCP/IP packet header)或標頭資訊(header information)的任何部分，或以任何方式使用 FM 服務和本網站發送更改、詐欺或虛假的來源識別資訊;
- (l) 避免、繞過、刪除、停用、損害、解碼、或以其他方式規避本公司或任何本公司供應商或任何其他第三方(包括其他用戶)所實施保護 FM 服務、本網站或內容的任何技術措施;
- (m) 以任何方式干擾或(試圖)破壞 FM 服務、本網站、任何用戶、主機或網路的運作，或干擾或製造 FM 服務及本網站不當負擔。

(5) In connection with your use of the FM Service and this Site, and your interactions with other users and third parties, you agree and represent you will not engage in any action or activity as set forth in Article 7(4) and Article 8(1) herein (collectively “Prohibited Use”). The Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request.

(5) 關於您使用 FM 服務和本網站、您與其他用戶和第三方的互動及您同意或代表第三方的行為，不得涉及任何第 7(4)條和第 8(1)條中規定的任何行動或活動（下稱「禁止行為」）。本公司有權隨時監控、審查、保留和/或揭露任何資訊，以滿足任何適用的法律，法規，計畫、法律程序或政府要求。

(6) The Company reserves the right to cancel and/or suspend your FM Account and/or block transactions or freeze funds immediately if the Company determines, in our sole discretion, that your user account is associated with any

Prohibited Use or is on suspicion of violation of these Terms of Use or any Anti-Fraud, Anti-Money Laundering and Counter-Terrorist Policies. Suspension, cancellation, or termination of your FM Account shall not affect the payment of fees or other amounts you owe to the Company. In the event that your FM Account is suspended, cancelled, or terminated, we will immediately cancel all open orders associated with your FM Account, block all withdrawals and bar the placing of further orders.

- (6)當您的 FM 帳號涉及任何疑似違反本使用條款、禁止行為、涉嫌違反反詐欺、反洗錢、反恐怖主義規定等，本公司有權立即暫停、取消或終止您的 FM 帳號和禁止交易或凍結資金。暫停、取消或終止您的 FM 帳號不影響您積欠本公司的費用或其他金額。當您的 FM 帳號被暫停、取消或終止，我們將立即取消與您的 FM 帳號相關的所有未結訂單、禁止所有交易並禁止提交任何訂單。

8. MEMBER CONDUCT

8. 會員行為

- (1)You may use the Site for lawful purposes only and may use the Site only in ways consistent with the law. You agree that you will not :
- (a) Use the Site in any way that breaches any applicable local, national, federal or international law or regulation;
 - (b) Copy, use, disclose or distribute any information obtained from the Site, whether directly or through third parties, without our consent;
 - (c) Use, disclose or distribute any data obtained in violation of these Terms;
 - (d) Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights;
 - (e) Violate our intellectual property or other rights, including, without limitation, (i) copying or distributing our materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word “FM SERVICE” or our logos in any business name, email, or URL, without our consent;
 - (f) Imply or state that you are affiliated with or endorsed by FM SERVICE without our express consent;
 - (g) Rent, lease, loan, trade, sell/resell access to the Site or related data;
 - (h) Act in an unlawful or unprofessional manner in connection with the Site, including being dishonest, abusive or discriminatory;
 - (i) Post inaccurate, defamatory obscene, shocking, hateful, threatening or otherwise inappropriate content or airing personal grievances or disputes;
 - (j) Harass, abuse or harm another person;

- (k) Send or post any unsolicited or unauthorized advertising, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any form of solicitation unauthorized by us;
 - (l) Disclose information that you do not have the consent to disclose (such as confidential information of others);
 - (m) Post anything that contains software viruses, worms, or any other harmful code;
 - (n) Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology or manual work) to scrape the Site or otherwise copy data from the Site;
 - (o) Bypass or circumvent any access controls or Site use limits;
- (1) 您只能基於合法目的使用本網站，並以符合法律規範的方式使用。您同意不會從事以下行為：
- (a) 以違反任何地方、國家、聯邦或國際法律或命令的方式使用本網站;
 - (b) 未經本公司同意，直接或通過第三方複製、使用、揭露或分發從本網站獲得的任何資訊;
 - (c) 使用、披露或分發以違反本使用條款的方式所取得的任何數據;
 - (d) 侵害他人的智慧財產權，包括版權、專利、商標、商業秘密或其他所有權;
 - (e) 侵害我們的智慧財產權或其他權利，包括但不限於(i)複製或分發我們的素材或(ii)複製或分發我們的技術，除非它是根據開源軟體授權發行; (iii)未經我們同意，在任何商業名稱、電子郵件或 URL 中使用“FM SERVICE”或我們的商標;
 - (f) 未經本公司明示同意，以暗示或聲明之方式表示您與 FM SERVICE 有關聯或被認可;
 - (g) 出租、租賃、貸款、交易、出售/轉售本網站或相關數據;
 - (h) 以非法或非專業的方式使用本網站，包括不誠實、侮辱或歧視;
 - (i) 發布不正確、誹謗性淫穢、誇大、仇恨、威脅或其他不恰當的內容或宣傳個人抱怨或爭議;
 - (j) 騷擾、虐待或傷害他人;
 - (k) 發送或發布任何未經請求或未經授權的廣告，如垃圾郵件、垃圾訊息、連鎖信、金字塔計劃(老鼠會)或我們未經授權的任何形式進行招攬;
 - (l) 揭露您未經同意披露的資訊(例如他人的機密資訊);
 - (m) 發布包含軟體病毒、蠕蟲或任何其他有害程式碼的任何內容;
 - (n) 開發、支持或使用軟體、設備、腳本、機器人或任何其他手段或過程(包括爬蟲、瀏覽器外掛和附加組件，或任何其他技術或手動方式)來

擷取本網站或以其他方式複製本網站之數據;

(o) 繞過或阻止任何登入控制或本網站之使用限制;

(2) You acknowledge and agree that the Company may access, preserve or disclose your FM Account information and Content if required to do so by applicable laws or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce or administer these Terms of Use or other agreements between you and the Company, including investigation into any potential violation of these Terms of Use or association with any Prohibited Use; (c) comply with the request from law enforcement, tax authority or other government body; (d) respond to your requests for customer service; (e) detect, prevent, or otherwise address fraud, security or technical issues; (f) comply with any routine or reasonable request for information from the partners that are in collaboration with the Company; or (g) protect the rights, property or personal safety of the Company, the users of FM Service and this Site and the public.

(2) 您知悉並同意，根據相關法律或有相當理由之情況，本公司得進入、保存或揭露您的 FM 帳號和內容: (a)符合法律程序; (b)執行或管理本使用條款您與本公司之間的其他協議，包括調查潛在違反本使用條約的行為或被禁止之行為; (c)遵守司法、稅務機關或其他政府機構的要求; (d)回應您基於客戶服務的要求; (e)偵測、預防或以其他方式處理欺詐、安全或技術問題; (f)遵守合作夥伴的任何例行或合理的資料要求; 或(g)保護本公司、使用 FM 服務或本網站用戶公眾之權利、財產或人身安全。

(3) For the purpose of these Terms of Use, "Content" means all information, data, profile, text, link, software, photographs, graphics, video, messages, tags or other materials available on FM Service and this Site, including but not limited to those posted, uploaded, shared, submitted or made by you or other users of FM Service and this Site.

(3) 本使用條款所稱之「內容」係指 FM 服務和本網站上所提供的所有資訊、數據、資料、文字、連結、軟體、照片、圖形、影片、訊息、標籤或其他素材，不論該資訊是否由您或 FM 網站服務和本網站的其他用戶所發布、上傳、分享、提交或製作。

9. LINK

9. 連結

The FM Service may contain links to other websites ("Linked Sites"), including links posted by other Users. The Linked Sites are not under the control of

Company and Company is not responsible for the contents of any Linked Site, including without limitation, any link contained on a Linked Site, or any changes or updates to a Linked Site. Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Company or any association with its operators.

FM 服務可能包含到其他網站的連結，包括其他用戶發布的網站連結。連結網站不受本公司控制，本公司不對任何連結網站的內容負責，包括但不限於連結網站上包含的任何連結、或連結網站的任何更改或更新。本公司僅為方便起見向您提供這些連結，並不代表本公司贊同或與運營商有任何關聯性。

10. DISCLAIMER OF WARRANTY

10 免責聲明

THE INFORMATION, SOFTWARE, SERVICES, CONTENT AND RELATED MATERIALS INCLUDED IN OR AVAILABLE THROUGH THE FM SERVICE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. COMPANY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE FM SERVICE AT ANY TIME.

透過 FM 服務所包含或提供的資訊、軟體、服務、內容和相關素材可能包含不正確或排版錯誤。此處的資訊會定期更改，本公司和/或其供應商得隨時對 FM 服務進行改善和/或更改。

COMPANY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, SERVICES, CONTENT AND RELATED MATERIAL CONTAINED ON THE FM SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, SERVICES, CONTENT AND RELATED MATERIAL ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. COMPANY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE INFORMATION, SOFTWARE, SERVICES, CONTENT AND RELATED MATERIALS CONTAINED HEREIN, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

本公司和/或其供應商不保證 FM 服務中包含的資訊、軟體、服務、內容和相關素料的適用性、可靠性、可用性、及時性和準確性。在法律適用之最大範圍內，所有此類資訊、軟體、服務、內容和相關素料均按“原始狀態”提供，不附帶任何形式的擔保或條件。本公司和/或其供應商特此聲明，對於此處包含的資訊、軟體、服務、內容和相關素料不提供任何保證和條件，包括所有暗示的保證或適銷性、特定用途的適用性、所有權和非侵權性。

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED (1) WITH THE USE OR PERFORMANCE OF THE FM SERVICE; (2) WITH THE DELAY OR INABILITY TO USE THE FM SERVICE OR RELATED SERVICES; (3) THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, SERVICES, CONTENT AND RELATED MATERIALS OBTAINED THROUGH THE FM SERVICE; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE FM SERVICE , OR (5) OTHERWISE ARISING OUT OF THE USE OF THE FM SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME COUNTRY/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE FM SERVICE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE FM SERVICE.

在法律適用之最大範圍內，任何情況下，對於您或任何其他用戶以任何方式造成的任何損害（直接、間接，懲罰性、偶然、特殊、衍生或任何損害，包括但不限於無法使用、數據、預期利潤之損失），本公司和/或其供應商均不對您或任何其他用戶以任何方式負責。如
(1)FM 服務的使用或性能; (2)延遲或無法使用 FM 服務或相關服務; (3)提供或未能提供提供服務，或通過 FM 服務獲得的任何資訊、軟體、服務、內

容和相關素料; (4)任何第三方關於 FM 服務的聲明或行為，或(5)由於使用 FM 服務而引起，無論是基於契約、侵權、疏忽、嚴格責任還是其他方式，即使本公司或其任何供應商已被告知損害的可能性。由於某些國家/司法管轄區不允許排除或限制對連帶或附帶損害的責任，上述限制可能不適用於您。如果您對 FM 服務的任何部分或任何條款不滿意，您應該停止使用 FM 服務。

11. LIMITATION OF LIABILITY

11. 限制責任

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT FM SERVICE AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- (1) THE USE OR INABILITY TO USE OUR SERVICE;
- (2) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- (3) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- (4) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- (5) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE

您明確知悉、理解並同意 FM 服務和我們的子公司、關係企業、主管、員工、代理商、合作夥伴和授權者不對您所造成的任何懲罰性、間接性、偶發性、特殊性、衍生性損害承擔任何責任，損害包括但不限於可能之任何利潤、商譽、使用、數據和/或其他無形損失的損失相關的損害，即使我們已經被告知損害可能發生可能性來自：

- (1) 使用或無法使用我們的服務;
- (2) 購買替代商品和本服務的費用;
- (3) 未經授權使用或更改您的傳輸或數據;
- (4) 關於本服務內任何第三方的聲明或行為;
- (5) 以及可能與本服務有關之其他事項。

12. INDEMNIFICATION

12 賠償

- (1) You agree to defend, indemnify, and hold harmless us, our respective owners, employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees, arising out of or in any way connected with:
 - (a) your violation of laws and regulations, these Terms of Use or the policies or agreements which are incorporated herein, including without limitation to Privacy Policy;
 - (b) your dispute with any other user of the Company, this Site, or FM Service; and/or
 - (c) your violation of any third-party right, including without limitation any intellectual property, confidential information or other proprietary right.
 - (2) The indemnification obligations under this section shall survive the termination or expiration of these Terms of Use or your use of the FM Service and this Site.
- (1) 就下列情形所生或與之相關之損害賠償責任、補償、損失、訴訟費用等，您同意賠償本公司和其關係人：
 - (a) 您違反法令、本使用條款或本使用條款所納入的政策或協議，包括但不限於隱私權政策；
 - (b) 您於本公司或本網站或 FM 服務的任何其他用戶間的爭議；
 - (c) 您違反任何第三方權利，包含但不限於任何智慧財產權、機密資訊或其他所有權。
 - (2) 本使用條款之賠償義務在本使用條款終止或期滿後，或在您終止使用使用 FM 服務和本網站後，仍然繼續有效。

13. GENERAL PROVISIONS

13. 一般規定

- (1) Modifications. The Company reserves the right, at its sole discretion, to modify, discontinue or terminate FM Service and this Site or to modify these Terms of Use, at any time and without prior notice. If the Company modifies these Terms of Use, the Company will post the latest revised version at this Site(firstmile.fusions360.com) or in other ways that the Company deems appropriate. By continuing to access or use FM Service and this Site after the Company has posted a modification on the website of the Company or have

provided you with electronic notice of a modification, you are indicating that your agreement and express consent to be bound by the modified Terms of Use. You may also be asked to re-acknowledge and re-accept the Terms of Use following any material changes. If the modified Terms of Use are not acceptable to you, you must cease using FM Service and this Site immediately.

- (1) 修改。本公司有權隨時修改、停止或終止 FM 服務和本網站或修改本使用條款。當本公司修改本使用條款後，最新修訂版本會公佈在本網站，或以其他本公司認為合適的方式通知或發佈。當本公司在本網站 (firstmile.fusions360.com) 上發布修改或向您提供了修改的電子通知後，您繼續進入或使用 FM 服務和本網站的行為，視為您已同意且明示確認受修改後的使用條款拘束。當使用條款有任何重大變更，本公司可能會要求您重新接受。如您無法接受修改後的使用條款，您應該立即停止使用 FM 服務和本網站。
- (2) No Advice or Brokerage. The Company does not provide any financial, tax, or legal advice, or advice on trading techniques, models, algorithms, or any other schemes. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance.
- (2) 不提供建議聲明。本公司不提供任何財務、稅務、法律諮詢或交易技巧、模型、演算法或任何其他計畫之意見。您應該根據個人投資目標、財務狀況和風險承受能力決定您的投資策略或相關交易一事，投資結果您應負擔全部責任。
- (3) Entire Agreement. This Terms of Use constitutes the entire understanding between you and the Company and governs your use of FM Service and this Site and any prior or contemporaneous representations, either oral or written are hereby superseded.
- (3) 合約真意。本使用條款構成您與本公司之間完整合議內容，且適用於您使用 FM 服務和本網站，並取代先前或其他同時存在的任何口頭或書面的協議或記錄。
- (4) Assignment. Except as otherwise stated herein, you may not assign or transfer all or any part of your rights under these Terms of Use, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer these Terms of Use, without such consent, will be null and of no effect. the Company may assign or transfer these Terms of Use, at its sole discretion, without restriction. Subject to the foregoing, these Terms of Use will bind and inure

to the benefit of the parties, their successors and permitted assigns.

- (4) 轉讓。除本使用條款另有規定外，在未得本公司事先書面同意下，您不可依據法律或以其他方式讓渡或轉讓您在本使用條款下的所有或部分權利。任何未經本公司事先書面同意而為之讓渡或轉讓皆屬無效。本公司有權自行裁量。本使用條款約束當事人與其繼承人或受讓人。
- (5) No Waiver. No failure or delay of the Company to require performance by you of any provision of these Terms of Use shall in any way adversely affect the Company's right to require full performance of such provision after that. No waiver by the Company of a breach of any provision of these Terms of Use shall be considered to be a waiver by the Company of any succeeding breach of such provision.
- (5) 不棄權條款。本公司未行使或遲延行使本使用條款的任何條款所要求的行為，不會影響本公司之後要求您履行該規定的權利。當您違反本使用條款的任何條款而本公司捨棄該請求權時，不代表本公司亦放棄對您其餘違反規定之請求權。
- (6) Severability. If any provision or any portion of these Terms of Use shall be held to be void or unenforceable, the remaining provisions of these Terms of Use and the remaining portion of any provision held void or unenforceable in part shall continue in full force and effect.
- (6) 可分性。倘若本使用條款的任何條款或任何部分被認為無效或不可執行，本使用條款其餘部分仍應繼續有效。
- (7) Change of Control. In the event that the Company is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.
- (7) 控制權變更。當本公司被其他第三方併購或合併時，我們有權讓渡或轉讓自您方收集到的資訊，作為此類合併、收購、出售或其他控制權變更的一部分。
- (8) Survival. All provisions of these Terms of Use which by their nature extend beyond the expiration or termination of these Terms of Use, including, without limitation, sections pertaining to suspension or termination, FM Account cancellation, debts owed to the Company, general use of the FM Service and this Site, and general provisions, shall survive the termination or expiration of these Terms of Use.
- (8) 存續。本使用條款中，就其性質應延伸到本使用條款到期或終止後的所有條款，包括但不限於終止、取消 FM 帳號條、積欠本公司債務、一般使用 FM 服務和本網站條款以及一般條款，應在本使用條款終止或到期後仍繼續有效。

- (9) Choice of Law and Forum. These Terms of Use is governed by and will be construed according to the laws of Republic of China (including but not limited the validity, interpretation, construction, performance and enforcement of these Terms of Use, or any disputes or controversies arising from or related to these Terms of Use). Any dispute, controversy, difference or claim arising out of, relating to or in connection with these Terms of Use, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of the Taipei District Court.
- (9) 準據法與管轄。本使用條款適用中華民國法律，並將以中華民國法律進行解釋。任何本使用條所生或與之相關之爭議、不一致、求償，或關於本使用條款之違反、終止、無效等問題，應以台灣台北地方法院做為第一審之管轄法院。
- (10) Force Majeure. The Company shall not be liable for delays, failure in performance or interruption of FM Service, this Site, or Content which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, DOS (denial-of-services) attacks, rapid fluctuation of price of any given supported Digital Currency, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions. Without limiting the generality of the foregoing, the Company shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.
- (10) 不可抗力。本公司不對因超出本公司合理控制而直接或間接導致 FM 服務、本網站或內容的遲延、執行失敗或中斷的原因或情形負責，包括但不限於天災、民軍或軍隊的行為、恐怖主義、內亂、戰爭、罷工或其他勞資糾紛、火災、電信、網路服務或網路供應商服務中斷、設備和/或軟體故障、DOS 攻擊、任何數位貨幣價格快速波動、其他災難或超出我們可合理控制之任何其他事件，且該遲延或無法執行並不影響任何其餘條款的有效性和可執行性。除上述情形之外，對於因任何電腦病毒、間諜軟體或程式、特洛伊木馬、電腦蠕蟲或其他可能影響您的電腦或其他設備的惡意軟體、釣魚式攻擊、電子干擾或其他攻擊所造成任何損害或中斷，本公司亦不負擔任何責任。

(11) Language. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English. In case of any discrepancy, the English version shall prevail.

(11) 語言。本使用條款所提及的條款、條件和聲明的含義，應以英文版本為準並受英文中的定義和解釋約束。所提供的任何翻譯可能無法正確地表示英文版本中的資訊，如有任何不一致，應以英文版本為準。

14. CONTACTING FIRST MILE

14. 聯絡 FM

If you have any questions about these Terms of Use, please contact the Company through our email (firstmile@fusions360.com).

如您對本使用條款有任何問題，請以電子郵件與我們聯繫。