

# Subscription Agreement

Each time you purchase any token, you represent and assure [Gate.io](#) that

- i) You are an eligible purchaser of the token;
- ii) Have read and agree to the terms and conditions of this Agreement and any token purchase instructions and token sale information ;
- iii) You acknowledge, agree and understand token purchase is between you and its token issuer, where [Gate.io](#) Startup only provide a place to facilitate your access to sale of token;
- iv) You are not participating in the token sale for any investment, speculative or other financial purposes.

## I Eligibility

- i) You are at least 18 years of age and have the full capacity and authority to accept the Agreement.
- ii) Your participation of Token Purchase does not constitute a breach of any applicable laws;
- iii) You are not a person of any sanctions list or equivalent maintained by the United States, the United Kingdom government or the European Union;
- iv) You are not located in, or a citizen or resident of any restricted locations for the token purchase.

## Restricted Locations

Japan, the USA, Canada, Cuba, Iran, North Korea, Sudan, Syria, Pakistan, the Government of Venezuela, Crimea or any other country to which the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions.

## II Token Purchase on Startup

### 1. Verifying Account

You should create a [Gate.io](#) account and verify your account to satisfy [Gate.io](#) identity verification requirement.

### 2. Funding Account

In order to participate in sale of token on Startup, you must deposit a certain amount of specified cryptocurrency or cryptocurrencies in your [gate.io](#) account or convert other coins to that coin(coins).

The funds in your [Gate.io](#) account should be your own and without dispute over the ownership and the funds should derive from a legitimate source.

### 3. Purchase of Token

The token purchase is between you and its token issuer.

During order placing time for a certain token, you may place an order to purchase the token. The order should be made as per the instruction of such order for the token on Startup.

Your acknowledge that order placed for the purchase of any token on Startup is final and you may not cancel it. You acknowledge and agree that your order may not fill or only partially fill due to unsuccessful token sale, limited token amount or unexpected technical issues during the sale.

#### 4.Unsuccessful Token Sale

A token sale is not regarded as successful unless preset targets are reached or other preset successful criteria are met. You acknowledge and agree your order will be canceled by [Gate.io](#) when token sale is unsuccessful. Except for a release of fund occupied by your order to your available balance,you waive any and all claims against the token issuer and [Gate.io](#) for any loss or damages in connection with unsuccessful token sale.

#### 5.Order Not Fully Fills

The quantity of token you request in your order may not be the quantity of token you will receive. You understand and agree that your effective order is calculated algorithically and you may have only a portion of your order getting filled.

#### 6.Token Delivery and Trading and Withdrawal

The purchased token will not be delivered until the delivery date. Withdrawal or trading of the token will only be available until specified date and time for the token. [Gate.io](#) and the token issuer will not be liable to you for any losses from your inability to transfer, withdraw or trade token during such period. You acknowledge the valuation and exchange rate of token may fluctuate dramatically all the time and the rate after token delivery from the Issuer may differ significantly from the sale price on Startup.

#### 7.Fees

You agree to pay [Gate.io](#) any applicable fees for purchase of token on Startup and authorize [Gate.io](#) to deduct such fees from your [Gate.io](#) account directly.

#### 8.Conditions and Restrictions

[Gate.io](#) may, without prior notice to you, at any time and in its sole discretion, refuse any transfer request, order or other request submitted by you or impose any other conditions or restrictions upon your use of the Startup service. For example, [Gate.io](#) may:(i) restrict transaction requests from certain locations; (ii) restrict withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity or any inappropriate activity.

### III No Broker or Fiduciary Relationship

[Gate.io](#) is not your broker, agent or adviser and has no fiduciary duty to you in connection with any purchase activities or other decision in relating to token sales on Startup. Supporting any token sale on Startup does not indicate approval or disapproval of the token or the token issuer and should not be used as a substitute for your own understanding of the risks specific to the token and the token issuer.

You acknowledge and agree that none of the Startup service amount to investment advice or any marketing, promotion or offer of any Token or investment to you. You are solely responsible for any losses, damages or costs resulting from your reliance on any data or information that [Gate.io](#) may provide in connection with your use of the services.

### IV Modification, Suspension or Termination

[Gate.io](#) may, at its discretion and without liability to you, with or without prior notice and at any time, modify or suspend or terminate all or any portion of any service provided in relating to token sale on Startup.

### V No Liability

[Gate.io](#) will not be liable for any losses suffered by you resulting from any modification of any services, in connection with the token sale on Startup, or from any suspension or termination of your access to all or a portion of any services in connection with the Token sale.

### VI Disclaimer

To the maximum extent permitted under applicable Law, Tokens or other item made available by [Gate.io](#) are provided on an “as is” and “as available” basis without any warranties or representations of any kind. [Gate.io](#) expressly disclaims, and you waive, any and all warranties of any kind in relating to the Token on Startup, whether express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from course of performance, course of dealing or usage in trade. [Gate.io](#) does not represent or warrant that the service, Tokens and data are accurate, complete, reliable, current or error-free, or free of harmful components.

### VII Risk Disclosure

Participating in the Token sale on Startup involves significant risks and potential financial losses, including but not limited to the following:

- 1.The token projects are still at very early stage. There may be significant risks in relating to their business operating, legislative or regulatory environment, and many other factors.

2. The Token and its underlying technology may be vulnerable to attacks on the security, integrity or operation of the Token or its underlying technology.
3. The Token may be canceled, lost or double spent, or otherwise lose all or most of their value, due to forks, rollbacks, Attacks, changes to Token properties or failure of the Token to operate as intended.
4. The Token may decrease in value or lose all of its value due to legislative or regulatory activity, or other government action.
5. The Token you purchased may decrease or increase in values dramatically due to technical, regulatory, market and other factors.
6. Understanding token may need advanced technical and financial knowledge in order to appreciate inherent risks.
7. You may not be able to withdraw all or any portion of your purchased tokens timely due to issues of the token's underlying technology or technical issues on [Gate.io](#) exchange.
8. Unauthorized third parties may access or use your [Gate.io](#) Account and effect transactions without your knowledge or authorization.

#### VIII Representations and Warranties

You hereby represent and warrant that:

You have read and understood all the terms and fully understand all the risks in relating to token sale on Startup and are willing to assume all the liabilities and losses.

You have sufficient understanding of the project and its token on Startup and make informed decision after performing your own due diligence.

You understand token do not confer any rights of any kind with respect to [Gate.io](#) or its issuer, including but not limited to, any voting, distribution, redemption, liquidation or other financial or legal rights.

By purchasing any token on Startup, you are certifying to [Gate.io](#) that the activities in connection with the token purchase will comply with this Agreement and all applicable laws, rules and regulations. The Token you receive will not be used in any forms of illegal activity, including but not limited to participating in or supporting any illegal activities.

#### IX Updates to Terms and Conditions

[Gate.io](#) may update these terms and conditions of this Agreement at any time. We recommend that you check these terms and conditions periodically for changes.