



Terms & Conditions for Listing on OKEx

Upon your submission of the OKEx Request Form ("**Request Form**") to us, OKEx Labs Pte. Ltd. ("**our Company**", "**OKEx**", "**we**" or "**us**"), for the listing of your New Exchange Listing, and/or Events Listing (collectively and severally referred to as "**Activity Post**") on the OKEx's online platform at www.OKEx.com ("**Site**"), you are hereby agreeing to be fully bound by all the provisions herein this Terms and Conditions for listing on OKEx ("**Listing T&Cs**"), our Exchange Listing Agreement (that you have executed or will execute with OKEx), our Website Terms of Use and our Privacy Policy (collectively, the "**Agreement**"). In the event that you do not agree to any provision therein the Agreement, you must immediately on telegram @okcoindirect, and we will stop all process to upload/list your Activity Post on our Site, or if your Activity Post has already been listed on our Site, we will remove it, as soon as is reasonably practicable (in our discretion) for us to do so. We will thereafter also destroy all Data (defined below in Clause 2.1) unless there is legitimate business or legal purpose for us to retain it, pursuant to the terms of our Privacy Policy.

1. Listing on our Site

1.1 On our receipt of your Request Form, we will determine in our discretion the suitability of your Activity Post for listing on our Site. In the event that we do not deem your Activity Post to be appropriate for listing on our Site, you will not be informed, and we are not obligated to provide any reasons for such refusal (even if you send a request thereto).

1.2 Prior to listing your Activity Post, we are entitled (but not obligated) to request in our sole discretion for verification regarding you, your company and/or for further information, and failure to provide such information or verification will result in the non-listing of your Activity Post on our Site.

1.3 You undertake not to provide our Company with any Personal Data unless necessary for the performance of the Agreement (which shall include but is not limited to contacting you from time to time in relation to the listing of your Activity Post). You warrant that all Personal Data provided to our Company has been disclosed to us with the prior full informed consent of the Personal Data owner which includes consent for our use pursuant to our performance of this Agreement and transfer outside of Singapore as may be necessary for hosting and other functions incidental to the listing and maintenance of the Activity Post. "**Personal Data**" shall refer to information, whether true or otherwise, that can be used singly or in conjunction with other available (or likely accessible) information to identify an individual.



1.4 We will notify you via telegram once we have decided to upload your Activity Post to our Site, however, the time-frame at which we will upload is in our sole discretion, and you agree that time is not of the essence in this regard.

1.5 You warrant that all information you provide to us as well as all Data (as defined in Clause 2.1 below) that we procure are true, accurate, complete, updated and not misleading in any respect. You further warrant that you are duly authorized by your company to submit the Request Form and to enter into the Agreement on behalf of your company, therefore binding your company fully to all obligations herein the Agreement. For the avoidance of doubt, all references in the Agreement to "you" shall also refer to the company that you represent, severally and jointly. Accordingly, you undertake to fully indemnify, defend, hold harmless and reimburse our Company for any and all losses and claims resulting from your breach of the foregoing warranty, including but not limited to settlement fees, third party claims and legal fees on a solicitor-client basis.

1.6 We will determine in our sole discretion the layout, format, design, position and other matters related to the listing of your Activity Post on our Site, and you agree not to raise any objections or request for changes thereto.

1.7 You agree that you (and therefore the company you represent) have submitted the Request Form and would like your Activity Post to be uploaded on our Site voluntarily in your own informed discretion, and you (and therefore the company you represent) have not relied on any information or representations from our Company in the submission of your Request Form. Accordingly, you hereby understand and acknowledge that our Company will not be howsoever liable whatsoever in relation to any results that ensue from the listing of your Activity Post on our Site, including but not related to your receipt of spam mail, unwanted questions, unwanted queries, third party claims, non-complimentary remarks or feedback etc.

1.8 As at the "Latest Version" date indicated above, listing of your Activity Post on our Site is free. However, if the situation changes, we will notify you accordingly in advance.

2. Data

2.1 You agree that once you submit a Request Form, regardless of whether we have confirmed that we will upload your Activity Post on our Site, we will be permitted to procure all information related to your company and its Crypto Coins, Utility Tokens, Cryptocurrency, New Exchange Listing and/or Events Listing, including but not limited to your company's history, team profile and curricula vitae, write-ups, logos, trademarks, brand, photographs, graphics, graphs, charts, analysis, reports, pictures, videos and other content (collectively, "**Data**") from your company's website, Facebook, Twitter, Telegram, LinkedIn, blog, forum and other social media platforms, and thereafter upload such Data onto our Site in such format and



layout in our sole discretion, without prior notification or reference to you. Accordingly, you hereby grant us a royalty-free, non-transferable license to procure and use your Data as per the foregoing.

2.2 You warrant that all Data are owned by you or you have full license to sub-license the use of the Data to us as per Clause 2.1 above. In the event that we receive any third party claims for infringement of their rights (including but not limited to intellectual property rights), you undertake to fully defend, hold harmless, indemnify and reimburse our Company for any and all losses and claims resulting from your breach of the a foregoing warranty, including but not limited to settlement fees, third party claims and legal fees on a solicitor-client basis.

2.3 Except as set out in Clause 2.4 below, we will upload all Data and other information provided by you to us "AS IS" onto our Site without verification as to accuracy or other qualities. You hereby expressly agree that we bear no liability whatsoever whether to you, your company or any third parties in relation to any content uploaded onto our Site with regards to your Activity Post. You undertake to be fully responsible for all information related to your Activity post on our Site. If you become aware of any changes, inaccuracy or potential third-party claims in relation to any content that we have uploaded onto our Site with regards to your Activity Post, you undertake to notify us promptly so that we can make changes accordingly. You therefore further undertake to regularly check your Activity Post to ensure that all content thereto continues to be accurate and non-infringing of third parties' rights as long as your Activity Post is still listed on our Site, and to promptly notify us in the event of any suspected infringement or inaccuracy in relation to the aforesaid content.

2.4 We are not obligated to howsoever review or verify your Data (or any part thereof), however, in the event that we determine in our sole discretion any Data to be inaccurate, outdated, erroneous or potentially misleading, we may propose changes to such Data and will email the proposed changes to you for your approval. Should we not receive any objections from you to the proposed changes within seven (7) days from the date of our email, it will be deemed that you have approved the proposed changes and we will proceed to upload such duly amended Data onto our Site in relation to your Activity Post. For the avoidance of doubt, this Clause 2.4 in no way prejudices our exclusion of liability in relation to your Data and other information as stipulated in Clause 2.3 above.

3. Content on our Site

3.1 As per our Website Terms of Use, all content on our Site are our intellectual property, excluding your Data and data of other customers and users. Accordingly, you may not use any of our intellectual property or the data of our other customers and users (and their respective Activity Posts) without our prior written consent.



3.2 Any and all feedback regarding your Activity Post on our Site or associated forum or emailed to us shall belong to our Company, and you shall therefore not howsoever duplicate, copy or use such feedback or comments without our prior written consent.

3.3 You are permitted to provide a hyperlink on your company's website to our Site in relation to your Activity Post. Any other use of our Site's web-address or other content therein our Site must be with our prior written approval.

4. Disclaimer and Limitation of Liability

4.1 While we have exercised due care in the preparation of all content displayed and/or made available on our Site and in relation to your Activity Post, all such content is provided "AS IS", "WITH ALL FAULTS" and "AS AVAILABLE". We make no warranties of any kind, express or implied, direct or indirect, in relation to our Site and your Activity Post, including but not limited to the number of viewership's, web traffic, any subscriptions to your event thereunder your Activity Post, non-interrupted access to your Activity Post, security, worm-free, virus-free, up datedness, non-omissions, merchantability or fitness for purpose (even if we have been informed in advance of such fitness). Accordingly, your use of our Site for the listing of your Activity Post is at your own discretion and risk.

4.2 In no circumstances, to the fullest extent permitted at law, shall our Company or any of its shareholders, directors, officers, agents, representatives, licensees, licensors, contractors or employees be liable for any damages, loss, loss of customers, damaged personal property (including but not limited to virus attacks on computers), loss of data, cost of servicing or repairing tablets, computers, smart phones or other equipment, lost profits, lost business, lost opportunities, loss of goodwill, degradation of reputation, inability to conduct business, consequential losses and indirect damages, howsoever sustained whether in relation to our Site, your Activity Post, our use of your Data, information that you provide to us, this Agreement or other viewers or users of our Site.

4.3 In the event that our Company's liability to you in relation to our Site, the Activity Post, our use of information that you provide to us and your Data, our services, our content on our Site or other activities, products and/or services (whether provided by our Company or other third parties) featured on our Site, cannot be fully disclaimed or excluded, you agree that our Company's total liability to you shall not exceed S\$50 (or in the event that you have paid any listing fees, the aggregate amount of listing fees that you have paid), which you agree is a reasonable compensation amount taking into consideration the limited nature of our Company's services as provided hereunder this Listing T&Cs (particularly since we are allowing your listing of your Activity Post for free). Accordingly, you agree that upon receipt of S\$50 (or in the event that you have paid any listing fees, the aggregate amount of listing fees that you have paid) from the Company, you will waive all rights against the Company and will make no further claims whatsoever against the Company.



5. Non-Interference

5.1 You undertake that you shall not howsoever mine data from, hack, interfere or attempt to interfere with any part of our Site, your Activity Post, other activity posts of other customers or users, disrupt accessibility to our Site (or any part thereof), or bypass any security measures that we may include with our Site and activity posts, including but not limited to the utilization of any screen-scraper, hacks, spider, robot, virus, worms or other means to access or attack our Site for any purpose without our prior written consent.

6. Indemnification

6.1 You agree to fully indemnify, defend and hold our Company and its shareholders, directors, officers, employees, representatives, agents, subcontractors, licensees and licensors harmless from and against any and all claims (including but not limited to third party claims for intellectual property infringement due to your Data), damages, costs and expenses, including but not limited to legal fees and settlement payments on a full indemnity (solicitor-client) basis arising from or related to your breach of any of the provisions herein this Listing T&Cs, other service terms of the Agreement, your use of our Site, your listing of Activity Post on our Site, our services, our content, other services and products.

6.2 For the avoidance of doubt, regardless of the indemnification received by the Company from you, the Company shall have full authority and charge over its own defense, legal actions, and settlement proceedings in relation to any third party claims without any reference to you.

7. Governing Law and Jurisdiction

7.1 The Agreement (which includes this Listing T&Cs) shall be governed by and construed in accordance with the laws of the Republic of Singapore, without reference to any conflict-of-law principles.

7.2 In the event of any disputes arising from this Listing T&Cs or any of the other service terms of the Agreement, your agreement thereto, your use of our Site, the listing of your Activity Post, our use of your Data, your use of our services, content, and/or products, you must first contact our Company's officer on telegram @okcoindirect regarding your dispute, and use your best endeavors to amicably settle any dispute in good faith. We on our part will also use our best endeavors to amicably settle your concerns in good faith. However, if no amicable resolution is reached within 30 days, both parties agree to submit to the exclusive jurisdiction of the Courts of Singapore.

8. Miscellaneous



8.1 If any provision or clause of this Listing T&Cs, any of our service terms of the Agreement, or part thereof respectively, is rendered void, illegal or unenforceable by any legislation or laws to which it is subject, it shall be modified so as to give effect to its intention, or where such modification is not possible, that provision or clause shall be rendered void, illegal or unenforceable to that extent only and it shall in no way affect or prejudice the enforceability of the remainder of such provision or clause or the other provisions of this Listing T&Cs and our other service terms of the Agreement.

8.2 The failure or delay of our Company at any time to enforce any of its rights hereunder this Listing T&Cs and other service terms of the Agreement shall not be constituted as a waiver there of and shall in no manner affect our Company's rights at a later time to enforce the same.

8.3 You agree that you shall not hold our Company howsoever liable for any delay or failure in performance (including but not limited to non-accessibility to your Activity Post on our Site) due to events beyond our Company's reasonable control, including but not limited to natural catastrophes, civil riots, acts of war, shortage of utilities, and any applicable laws and regulations.

8.4 You are not permitted to assign any of your rights and obligations hereunder the Agreement to any third parties without the prior written consent of our Company.

8.5 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

8.6 You agree that regardless of whether you execute the Exchange Listing Agreement before or after you have indicated your acceptance of this Listing T&Cs below, both the Exchange Listing Agreement and this Listing T&Cs will still be fully binding on you (i.e. neither this Listing T&Cs nor the Exchange Listing Agreement will be howsoever superseded or nullified due to the existence or execution of the other), however, in the event of any conflict between any provisions, the provision therein the Exchange Listing Agreement shall take precedence over the conflicting provision herein this Listing T&Cs.