

# VEKO TERMS AND CONDITIONS

Effective as of June 1, 2018

## INTRODUCTION

The Terms and Conditions (“**Terms**”) describe how Vekota Ventures, Singapore based company (“**Company**,” “**we**,” and “**our**”) regulates your use of this website <http://veko.io/> and related mobile applications (the “**Site**”). Please read the following information carefully to understand our practices regarding your use of the Site. The Company may change the Terms at any time. The Company may inform you of the changes to the Terms using the available means of communication. The Company recommends you to check the Site frequently to see the actual version of the Terms and their previous versions.

If you represent a legal entity, you certify that you are entitled by such a legal entity to conclude the Terms as the legal entity you represent.

## 1. PRIVACY POLICY AND SECURITY MEASURES

Our privacy policy explains to you how we process information about you. You shall understand that through your use of the Site you acknowledge the processing of this information shall be undertaken in accordance with the privacy policy.

We collect information about you give us which includes the personal data you register on the website, including full name, email, mobile number, address; your cryptocurrency address in connection with the acquisition of the VEKO token; your address; date of birth; passport or driver license details; numbers that you may use or have registered with your local tax authority; utility bills; your photographs; confirmation of proceeds sources; sworn statements; spouse information; bank details; beneficiary information in the context of regulatory rules, anti-money laundering (AML) or “know-your-customer” (KYC) policies; the personal data you provide in connection with our rewards program and other promotions we run on the Site; the personal data you provide when you report a problem with our Site or when we provide you with customer support; the personal data you provide when you make a purchase of VEKO tokens; and the personal data you provide when you correspond with us by phone, email or otherwise.

We automatically log information about you and your computer or mobile device when you access our Site. For example, when visiting our Site, we log your computer or mobile device operating system name and version, manufacturer and model, browser type, browser language, screen resolution, the website you visited before browsing to our Site, pages you viewed, how long you spent on a page, access times and information about your use of and actions on our Site. We collect this information about you using cookies.

You may subscribe to our newsletter by providing your contact data. You may always opt-out to such subscription.

We may collect information using “cookies.” Cookies are small data files stored on the hard drive of your computer or mobile device by the Site. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer or mobile device until you delete them) to provide you with a more personal and interactive experience on the Site.

We use different levels of authentication to protect your personal data. This may include the verification of your mobile phone number and your unique login information. The Site has appropriate technical measures to protect your personal data such as a secure sockets layer certificate but you shall acknowledge that there are no perfect information security systems and any security level may be breached.

## 2. SERVICES AND TOKEN SALE

The Site allows you to use features and functionality of the Site, participate in the crowdsale and use the bought tokens (the “**Services**”). You shall not use the services for the illegal aims.

We may, at our sole discretion, set fees for using the Site for you. We may, at our sole discretion, at any time change any fees. We may use certified payment systems which also may have their commissions. Such commissions may be implied on you when you choose a particular payment system. Detailed information about commissions of such payment systems may be found on their websites..

All relations between you and us regarding the crowdsale of VEKO tokens are regulated by the Terms.

We may offer different packages for VEKO tokens. The list of packages are available on the Site.

The VEKO token or any other token shall not be an investment or a stock or share. The Veko token may not give you right to any income from the Site or the Company. The Terms shall not be an offer of stocks, shares, securities or commodities at all. The VEKO token is a utilitarian token or native token of the VEKO blockchain, and it may not be used outside the platform. We are not in charge of ensuring the worth of the VEKO tokens increase. The worth of the VEKO tokens will be defined by the market rules of demand and supply.

Once you purchase the tokens, VEKO or its affiliate is not under compulsion to return your funds to you, neither are we under compulsion to convert your tokens to fiat currencies or other cryptocurrencies. The VEKO token shall not give you the right of ownership or possession of the Site or Company.

You shall acknowledge any risk which may occur. You shall seek professional, legal and crypto advice to evaluate any risks which may happen before buying any VEKO tokens. There are risks which may occur and we listed them in the Whitepaper. Nevertheless, the list is not exhaustive and there are many other risks which may occur.

The sale of the VEKO tokens is not available for citizens or residents of the United States of America or any jurisdiction, which prohibits participation in the sale of the VEKO tokens (such as China, Singapore, Algeria, Bolivia, Vietnam, Indonesia, Lebanon, Morocco, Namibia, Nepal, Pakistan, Ecuador, Myanmar, Ivory Coast, Cuba, Iran, North Korea, Syria or any similar country). Upon being aware of the fact that you are a citizen or resident of the United States of America or any jurisdiction, which prohibits participation in the sale of VEKO tokens, the Company will treat such sale void.

### **3. THIRD PARTY SERVICES**

The Site may include links to other sites, applications, and platforms (hereinafter the "**Linked Sites**").

The Company does not control the Linked Sites, and shall not be responsible for the content and other materials of the Linked Sites. The Company makes these links available to you for providing the functionality or services on the Site.

### **4. PROHIBITED USES AND INTELLECTUAL PROPERTY**

The Company grants you a non-transferable, non-exclusive, revocable license to access and use the Site from one device in accordance with the Terms.

You shall not use the Site for unlawful or prohibited purpose. You may not use the Site in a way that may disable, damage, or interfere in the Site.

All content present on the Site includes text, code, graphics, logos, images, compilation, software used on the Site (hereinafter and hereinbefore the "**Content**"). The Content is the property of the Company or its contractors and protected by intellectual property laws that protect such rights. You agree to use all copyright and other proprietary notices or restrictions contained in the Content and you are prohibited from changing the Content.

You may not publish, transmit, modify, reverse engineer, participate in the transfer, or create and sell derivative works, or in any way use any of the Content. Your enjoyment of the Site shall not entitle you to make any illegal and disallowed use of the Content, and in particular you shall not change proprietary rights or notices in the Content. You shall use the Content only for your personal and non-commercial use. The Company does not grant you any licenses to the intellectual property of the Company.

### **5. THE COMPANY MATERIALS**

By posting, uploading, inputting, providing or submitting your Content you are granting the Company to use your Content in connection with the operation of Company's business including, but not limited to, the rights to transmit, publicly display, distribute, publicly perform, copy, reproduce, and translate your Content; and to publish your name in connection with your Content.

No compensation shall be paid with regard to the use of your Content. The Company shall have no obligation to publish or enjoy any Content you may send us and may remove your Content at any time.

By posting, uploading, inputting, providing or submitting your Content you warrant and represent that you own all of the rights to your Content.

### **6. DISCLAIMER OF CERTAIN LIABILITIES**

The information available via the Site may include typographical errors or inaccuracies. The Company shall not be liable for these inaccuracies and errors.

The Company makes no representations about the availability, accuracy, reliability, suitability, and timeliness of the Content contained on and services available on the Site. To the maximum extent allowed by the applicable law, all such Content and services are provided on the "as is" basis. The Company disclaims all warranties and conditions regarding this Content and services, including warranties and provisions of merchantability, fitness for a certain purpose.

To the maximum extent permitted by the applicable law, in no event shall the Company be liable for any direct, indirect, incidental, consequential, special, punitive damages including, but not limited to, damages for loss of enjoyment, data or profits, in the connection with the enjoyment or execution of the Site in the context of the inability or delay to enjoy the Site or its services, or for any Content of the Site, or otherwise arising out of the enjoyment of the Site, based on contract and non-contract liability or other reason.

If the exclusion or limitation of liability for damages, whether consequential or incidental, are prohibited in a particular case, the exclusion or limitation of liability shall not apply to you.

## **7. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless the Company, its managers, directors, employees, agents, and third parties, for any costs, losses, expenses (including attorneys' fees), liabilities regarding or arising out of your enjoyment of or inability to enjoy the Site or its services and Company's Services and products, your violation of the Terms or your violation of any rights of third parties, or your violation of the applicable law. You may assume the exclusive defence and you shall cooperate with the Company in asserting any available defences.

## **8. TERMINATION AND ACCESS RESTRICTION**

The Company may terminate your access and account to the Site and its related services or any part at any time, without notice, in case of your violation of the Terms.

## **9. MISCELLANEOUS**

The governing law of the Terms shall be the substantive laws of Singapore, excluding the conflict of laws rules. You shall not use the Site in jurisdictions that do not give effect to all provisions of the Terms.

No joint venture, partnership, employment, or agency relationship shall be implied between you and the Company as a result of the Terms or use of the Site.

Nothing in the Terms shall be a derogation of the Company's right to comply with governmental, court, police, and law enforcement requests or requirements regarding your enjoyment of the Site.

If any part of the Terms is determined to be void or unenforceable in accordance with applicable law then the void or unenforceable clauses will be deemed superseded by valid and enforceable clauses shall be similar to the original version of the Terms and other parts and sections of the Terms shall be applicable to you and the Company.

The Terms constitute the entire agreement between you and the Company regarding the enjoyment of the Site and the Terms supersede all prior or communications and offers, whether electronic, oral or written, between you and the Company.

The Company and its affiliates shall not be liable for a failure or delay to fulfil its obligations where the failure or delay results from any cause beyond Company's reasonable control, including technical failures, natural disasters, blockages, embargoes, riots, acts, regulation, legislation, or orders of government, terroristic acts, war, or any other force outside of Company's control.

In case of controversies, demands, claims, disputes, or causes of action between the Company and you relating to the Site or other related issues, or the Terms, you and the Company agree to attempt to resolve such controversies, demands, claims, disputes, or causes of action by good faith negotiation, and in case of failure of such negotiation, exclusively through the courts of Singapore.

## **10. COMPLAINTS**

We are committed to resolve any complaints. If you would like to make a complaint regarding the Terms or our practices, please contact us. We will reply to your complaint as soon as we can and in any event, within 30 calendar days. We hope to resolve any complaint brought to our attention, however if you feel that your complaint has not been adequately resolved, you reserve the right to contact the supervisory authority or court.

## **11. CONTACT INFORMATION AND OPERATING OFFICE**

We welcome your comments or questions about the Terms or Site. You may contact us using the following contact details:

[support@veko.io](mailto:support@veko.io)

61 Ubi Avenue 2 #06-06 Singapore 408898.

Office operating Hours: 9:30 a.m. to 6:30 p.m.

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