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OTC Service Agreement



XT

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The 'OTC Service Agreement' (hereinafter referred to as the 'Agreement') is a supplement to the user agreement of XT.com (<http://www.xt.pub>) (hereinafter referred to as the 'Site') and is applicable to the OTC transaction services of this website. The user agreement and other terms of this website continue to apply to all users of this website. Please read and understand this agreement carefully before proceeding with the next step through this website. If you continue to the next step through this website or use the OTC trading services in any way, you are deemed to have read, understood and agreed to this agreement. This agreement may be modified, changed or updated by this website at any time without prior notice to you. You should check frequently to confirm that your understanding of this agreement is timely and accurate. After the effective date of any modification, change or update, if you continue to choose to use any service of this website, you shall be deemed to have accepted the new modification, change or update of this agreement. All content on this website is provided in multiple languages for the convenience of users. In case of conflict or omission, the Chinese content shall prevail.

I. Definition

1.1 OTC Trading: a service created by XT.com for OTC trading of digital asset. You can create sell/buy orders on the OTC trading page, make transactions with intended counterparties to meet the demand for the exchange of digital assets between users. All users must ensure that the source of OTC trading funds is legal and reliable.

1 2 OTC trading rules: including user agreements, OTC trading rules and other agreements or terms

1.2 OTC trading rules, including user agreements, OTC trading rules and other agreements or terms, rules, implementation details, product process descriptions, announcements, etc. that have been issued and subsequently released on all this website and OTC transaction pages.

1.3 Digital assets generally refer to non-monetary assets with certain value that exist in the form of electronic data. Under this agreement, digital assets specifically refer to specific digital assets such as but not limited to SXC, BTC, ETH, and USDT that the website allows transactions between users.

II.Specifications and Requirements

2.1 You should ensure that you have the appropriate rights to post the digital assets you intend to sell or to pay for the purchases on the OTC Trading page. You may not post information that is not related to digital assets on the OTC Trading page. Your sale purchase or sell Ads etc. information shall comply with the relevant laws and regulations of your sovereign country or region and the requirements of the OTC trading rules. All information shall conform to the social order and good customs and does not infringe the legitimate rights and interests of any third party.

2.2 Through the OTC trading service provided by the Website, you publish an advertisement for the purchase or sale order, or you accept the purchase or sale order of other users which means you agree and accept the price or quantity displayed on the purchase or sale order. Once you create or accept the order then its price is locked and neither the buyer nor the seller is able to change or add any additional charges to the transaction. During the entire transaction the digital assets involved in the transaction order will be managed by the Website until the seller confirms receipt of the full payment and confirms the payment on the OTC trading page.

2.3 You should complete the payment in accordance with the valid payment details provided by the seller on the fiat currency trading platform. The payment method is for you and the transaction party to take the payment without going through the Website including but not limited to online banking transfer Alipay, WeChat transfer etc. The transaction dispute arising from the payment channel other than the payment method provided by the OTC trading service of this website is not related to the Website. The Website shall not assume any form of responsibility.

2.4 When you sell or purchase digital assets on the OTC trading page, please be sure to carefully confirm the currency, price, quantity, payment requirements, amount and other important matters of the digital assets. And verify the account information of your or counterparty, payment and payment account and other information before closing the transaction. If you use payment account not belongs to you, you are fully responsible for the legal consequences of this behavior. Your relationship with the beneficiary account owner is not related to this website.

2.5 You shall maintain a healthy competition order in the fiat currency trading platform market. You shall not degrade or discredit competitors. You shall not interfere with any transactions or activities conducted on this website. You shall not promote or attempt to enhance your creditworthiness in any improper manner. You shall not interfere with or attempt to interfere with the normal operation

of the Website in any way.

2.6 If any behavior on the OTC transaction page disrupts or will disrupt the normal transaction order of the trading service based on the need to maintain OTC transaction order and transaction security, this website has the right to take measures such as closing related transaction orders, restricting account use, etc.

2.7 You should abide by the principle of good faith to ensure that the information you post is legal and compliant, true and effective, and fulfill your trading commitments in the transaction process.

2.8 You should pay taxes according to the laws and regulations of your country or region.

III. Fee

3.1 Please refer to the "OTC Trading Platform Service Rate Description" for the fees charged by the Website for the fiat currency trading platform services provided to you.

IV. Digital Asset Transaction Dispute Resolution

4.1 The buyer has not paid the order due to overtime and no operation. The seller can apply for an appeal and it can be considered as cancelled after arbitration. It cannot be disputed, overturned or changed.

4.2 If a dispute arises between the buyer and the seller, either party can resolve the dispute through this website. The Website decides to release the disputed digital currency to one of the two parties in accordance with the terms of the transaction, the payment evidence, and the relevant provisions of the user agreement of the website.

4.3 In case of any dispute over the transaction, the buyer shall provide the proof of payment within 24 hours as required by the Website, including the screenshot of the transfer and the reference number. If there is reason to believe that the buyer may engage in fraudulent activities the Website can provide the buyer's information to the seller to recover funds and prevent or detect fraudulent activities. The extent of information disclosure is subject to our deeming it necessary to achieve the above purpose, including but not limited to the buyer's contact information login and transaction records and / or any details and records, and the buyer's identity verification measures through this website.

4.4 Providing fraudulent information or documents in a dispute or filing a claim in a false manner or otherwise attempting to force a transaction to favor itself is considered a violation of this agreement.

V. Responsibility Statement and Liability Exemption

v. Responsibility Statement and Liability Exemption

5.1 The Website only provides you with OTC trading service. You understand that the information of sale and purchase on the OTC trading page is published by users themselves and may be risky and flawed. The Website will ensure the legal rights and good experience of your OTC trading as much as possible by establishing relevant inspection and monitoring systems in accordance with the law. At the same time as OTC trading is characterized by a large amount of information and real-time changes under the information network environment the Website cannot review the information purchased after the intended sale and the transaction information thus concluded one by one. Therefore you should be cautious in your judgment.

5.2 Based on the particularity of digital asset transactions, you need to pay extra attention to the risks of anti-money laundering in accordance with the requirements of the KYC principles to understand the identity of your counterparty to the transaction, otherwise you may face risks such as asset freezing due to the suspected transaction by the counterparty.

5.3 The information you post on the OTC transaction page constitutes a breach of the contract. This website may immediately delete, block or supervise the corresponding information according to corresponding rules. The loss of assets and profits directly or indirectly caused to you shall be borne by you.

5.4 When you use the OTC trading services in violation of relevant laws and regulations or violations of OTC trading rules, this website has the right to restrict or freeze your account or account assets and take other reasonable measures to prevent the violation of your laws and regulations to this website and third parties Expansion of human adverse consequences.

5.5 Your actions have caused the website to suffer losses (including direct economic losses, loss of goodwill, and indirect economic losses such as compensation payments, settlements, attorneys' fees, litigation fees, etc.). You shall compensate for all the losses mentioned above on this website. If your behavior makes this website subject to the rights of a third party, this website can recover all losses from you after undertaking obligations such as payment of money to the third party.

VI. Commitment on the legitimacy of assets

6.1 I / our organization undertakes to entrust the source and use of assets to be lawful and does not constitute public fundraising in violation of the regulations. It complies with the requirements of relevant laws and regulations on money laundering. XT.com has the right to require me / our organization to provide proof of the legality of the source and use of the asset. To investigate the source and use and legality of the asset. I / our organization is willing to cooperate.

I/our organization will strictly abide by the above commitments. If I violate the legal commitment of the source and purpose of the entrusted assets XT.com has the right to restrict me/our organization

the source and purpose of the entrusted assets XT.com has the right to restrict me/our organization from withdrawing the assets. I /our organization bears all the losses and legal liabilities caused

XT.com reserves the right of final interpretation of this agreement.

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