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OFEX Digital Asset Exchange User Agreement



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OFEX (hereinafter referred to as "the Company") is a company incorporated in the Republic of Korea under the relevant laws of the Republic of Korea, which operates the website <http://ofex.kr> (hereinafter referred to as "this website" or "website"). The site is a platform for users to conduct digital asset transactions and provide related services (hereinafter referred to as "the service" or "service"). For the convenience of this Agreement, the Company and the website use "we" or other first person names in this Agreement. As long as the natural persons or other subjects who log on to the website are users of this website, this Agreement shall be convenient to express. Use "you" or other second person below. For the convenience of the expression of this Agreement, we and you are collectively referred to as "both parties" in this Agreement, and we or you are referred to as "one Party" alone.

Important tips:

In particular, we would like to remind you that:

- (1) The digital assets themselves are not distributed by any financial institution or company or the website;
- (2) The digital asset market is brand new, unrecognized, and may not grow;
- (3) Digital assets are mainly used by speculators, with relatively little use in retail and commercial markets. There is a very high risk in digital asset trading. There are no restrictions on rise and fall, and prices are vulnerable to bookmakers. The impact of global government policies fluctuates significantly;
- (4) Digital asset transactions may be suspended or prohibited at any time as a result of the development or modification of national laws, regulations and normative documents.

Digital asset trading is extremely risky and is not suitable for the vast majority of people. You understand and understand that this investment may lead to some or all of the losses, so you should determine the amount of the investment according to the degree of loss you can afford. You understand and understand that digital assets pose derivative risks, so if you have any questions, it is recommended to seek the assistance of a financial adviser first. In addition, in addition to the risks mentioned above, there will be unforeseen risks. You should carefully consider and use clear judgment to assess your financial position and the above risks and make any decision to buy and sell digital assets and bear all the losses arising therefrom. We don't take any responsibility for this.

I would like to inform you that:

- 1、 You know that this website is only used as a place for you to obtain digital asset information, look for traders, negotiate and conduct transactions on digital asset transactions. and this website does not

participate in any of your transactions. Therefore, you should carefully

judge and determine the authenticity, legitimacy and validity of the relevant digital assets and / or information, and bear the responsibility and loss arising therefrom.

2、 Any comments, messages, discussions, analyses, prices, suggestions and other information of this website are general market comments and do not form an investment proposal. We do not assume any loss resulting from direct or indirect reliance on this information, including, but not limited to, any loss of profits.

3、 The contents of this website will be changed at any time without prior notice. We have taken reasonable measures to ensure the accuracy of the information on the website, but not the degree of accuracy. Nor will it bear any direct or indirect loss arising from the information on this website or the delay or failure to transmit or receive any notifications and information due to the failure to link to the Internet.

4、 There are also risks in the use of Internet trading systems, including, but not limited to, the failure of software, hardware and Internet links. Because we can't control the reliability and availability of the Internet, we will not take any responsibility for distortion, delay and link failure.

5、 The <https://v1.ofex.kr/> is the only official foreign information publishing platform for this website.

6、 Credit card payments are not accepted for any service on this website.

7、 it is prohibited to use this website to engage in all illegal transactions, such as money laundering, smuggling, commercial bribery and so on. If such incidents are found, the site will take various available means, including, but not limited to, freezing accounts, notifying relevant authorities. etc.. We do not assume all the responsibilities arising therefrom

and reserve the right to hold them accountable.

General principles

1.1 Registration Agreement (hereinafter referred to as "this Agreement" or "these terms and conditions"), by the text, the Privacy terms, the understanding of your customers and Anti-money laundering Policy, as well as the various rules that have been published or may be published on this website, A statement, explanation, etc.

1.2 before using the services provided on this website, you should read this Agreement carefully and consult a professional lawyer if you do not understand it or otherwise necessary. If you do not agree to this Agreement and / or modify it at any time, please immediately stop using the services provided by this website or no longer log on to this website. Once you log on to this website, the use of any services or any other similar behavior of this website means that you have understood and fully agreed to the contents of this Agreement, including any changes made to this Agreement at any time on this website.

1.3 you can become a member of this website by filling in the relevant information in accordance with the requirements of this website and successfully registering after other relevant procedures (hereinafter referred to as "members"), Clicking the "agree" button in the process of registration indicates that you have reached an agreement with the company in the form of electronic signature; Or when you click any button marked "consent" or similar meaning during the use of this website or actually use the services provided by this site in such other ways as this site allows, you are fully aware of it. Agree to and be bound by all the terms and conditions under this Agreement, without your handwritten signature in respect of your legal binding on you under this Agreement There is no effect at all.

1.4 after you become a member of this website you will obtain a member

1.1 after you become a member of this website, you will obtain a member account number and corresponding password, which shall be in the custody of the member; the member shall be liable for all activities and events carried out with his or her account number.

1.5 only members of this website can use the digital asset trading platform provided by this website to trade and enjoy other services that only members can obtain according to this website; Other than members, you can only log on to the website, browse the website and other available services specified in this website.

1.6 by registering and using any services and features provided by this website, you will be deemed to have read, understood and:

1.6.1 subject to all the terms and conditions of this Agreement.

1.6.2 you confirm that you have reached the age of 16 or the legal age at which a contract can be concluded in accordance with different applicable laws and are fully capable of accepting these terms and entering into transactions to use this website for digital asset transactions.

1.6.3 you guarantee that all digital assets involved in the transaction are legally acquired and owned.

1.6.4 You agree that you are solely responsible for your own transaction or non-trading and for any gain or loss.

1.6.5 you confirm that the information provided at the time of registration is true and accurate.

1.6.6 You agree to comply with any relevant law, including reporting any trading profits for tax purposes.

1.6.7 this Agreement is only binding on the relationship of rights and obligations between you and us, and does not involve the legal

relationship and legal disputes between the users of this website and other websites and you arising from the transaction of digital assets.

2、 Amendment of the agreement

We keep the agreement from time to time and make a public announcement in the form of a website, and will no longer notify you of your rights separately. The changed agreement will be marked on the first page of this Agreement for change time. Once it is published on the website, it will enter into force automatically. You should, from time to time, browse and pay attention to the updated change time and content of this Agreement, and if you do not agree to the relevant changes, stop using this site service immediately; you will continue to use this website service, which means you accept and agree to the revised protocol.

3、 Registration

3.1 eligibility for registration

You confirm and promise that when you complete the registration process or actually use the services provided on this site in such other manner as this site allows, You shall be a natural person, legal person or other organization capable of signing this Agreement and using this website service as provided by applicable law. Once you click the consent registration button, you or your authorized agent have agreed to the contents of the agreement and are registered and used by their agents. If you do not have the abovementioned principal qualification, you and your authorized agent shall bear all the consequences arising therefrom, and the company reserves to cancel or permanently freeze your account and to you and yours The right of the agent to investigate responsibility.

3.2 purpose of registration

You confirm and promise that your registration on this website is not for the purpose of violating laws and regulations or undermining the order of

digital asset transactions on this site.

3.3 Registration process

3.3.1 you agree to provide valid email address, mobile phone number and other information according to the requirements of the user registration page of this website. You can use the email address you provided or confirmed. Mobile phone number or other means allowed by this website to enter the site as a means of landing. If necessary, in accordance with the relevant laws and regulations of different jurisdiction, you must provide your true name, identity card and other laws and regulations, privacy provisions and anti-money laundering provisions of the relevant information and constantly update the registration data, in accordance with the timely, Detailed and accurate requirements. All raw typed data will be referenced as registration data. You should deal with the authenticity and completeness of such information Responsible for sex and accuracy and bear any direct or indirect losses and adverse consequences arising therefrom.

3.3.2 If there are real names for mobile phone numbers, such as laws, regulations, rules, orders, etc. of your country or region, you agree to provide the registered mobile phone number to be registered by real name. If you do not provide it according to the regulations, any direct or indirect loss and adverse consequences brought to you shall be borne by you.

3.3.3 You are legal, complete and effective to provide the required information and experience, and have the right to obtain the account and password of this website. When you obtain the account and password of this website, you are deemed to be successful in the registration, and the member can log in on this website.

3.3.4 you agree to receive email and / or short messages related to the

3.3.1 you agree to receive email and / or short messages related to the management and operation of this site.

4、 Services

This website only provides online trading platform services for you to carry out digital asset trading activities (including, but not limited to, digital asset trading and other services) through this website. The website does not participate in the buying and selling of digital assets as buyers or sellers. This website does not provide any national legal tender filling and extraction related services.

4.1 Service content

4.1.1 You have the right to browse the real-time quotation and transaction information of the products of the digital assets on this website, and have the right to submit the digital asset transaction instruction through this website and complete the digital asset transaction.

4.1.2 you have the right to view the information under its member account on this website and to apply the features provided on this website to operate.

4.1.3 you have the right to participate in the website activities organized by this website in accordance with the rules of activity published on this website.

4.1.4 other services promised to you on this website.

4.2 Service rules

You undertake to abide by the following rules for the service of this website:

4.2.1 you shall abide by the laws, regulations, and policy requirements to ensure the legality of all sources of digital assets in your account, May not

engage in illegal or other activities that impair the rights and interests of this website or third parties on this website or use the services of this website, such as sending or receiving any information that is illegal, illegal or infringing on the rights and interests of others, Send or receive pyramid selling materials or other harmful information or statements, use or falsify the email title information of this website without the authorization of this website.

4.2.2 you shall abide by the laws and regulations and properly use and maintain the account number and login password of this website, the capital password, the mobile phone number bound to it at the time of registration, and the security of the mobile phone verification code received by the mobile phone. You are fully responsible for any operation and consequences carried out using its account number and login password, fund password and mobile phone verification code. When you find that this website account, login password, or financial password, verification code is used by a third party without its authorization, or if there are other account security problems, you should immediately and effectively notify this website and ask the website to suspend the service of this website account. This website has the right to do so at a reasonable time We shall take action against your requests, but this website shall not be liable for the consequences that have occurred prior to the action, including, but not limited to, any of your losses. Without the consent of this website, you may not punish the account number of this website to others by gift, loan, lease, transfer or other means.

4.2.3 you agree to all activities that occur under your account number and password (including, but not limited to, disclosure of information, publication of information, online click consent or submission of various rule agreements, Online renewal of agreements or purchase of services, etc.) to assume responsibility.

4.2.4 when you conduct digital asset transactions on this website, you shall not maliciously interfere with the normal conduct of digital asset transactions and undermine the transaction order; No technical means or other means shall interfere with the normal operation of the website or the use of the services of this website by other users; no malicious denigration of the goodwill of the website shall be carried out by means of fictional facts.

4.2.5 if you have a dispute with other users over online transactions, you may not request this website to provide relevant information through judicial or administrative channels.

4.2.6 in the course of using the services provided on this website, the tax payable, as well as all hardware, software, services and other expenses, shall be borne by you alone.

4.2.7 You shall comply with this Agreement and other terms and operating rules of service issued and updated from time to time by the Website and have the right to terminate the use of the Services provided by the Website at any time.

4.3 Product rules

4.3.1 rules for currency trading products

You promise to abide by the following transaction rules in the process of entering this website and trading with other users through this website.

4.3.1.1 Browse transaction information

When you browse the currency transaction information on this website, you should carefully read all the contents contained in the transaction information, including, but not limited to, the price, the amount of commission, the handling fee, the direction of purchase or sale, You can only click the button to trade after you fully accept all the contents

contained in the transaction information.

4.3.1.2 submission of entrustment

After browsing the transaction information to confirm that it is correct, you can submit the transaction entrustment. After you submit the transaction entrustment, that is to say, you authorize this website to act on your behalf for the corresponding dealmaking. When there is a transaction that meets your entrusted price, the transaction will be completed automatically without prior notice to you.

4.3.1.3 View transaction details

You can check the transaction records in the transaction details of the management center to confirm your detailed transaction records.

4.3. 1.4 You have the right to cancel or modify the entrustment at any time before the entrustment is not reached.

5、 The rights and obligations of the Website

5.1 If you do not have the registration qualification as agreed in this Agreement, the website has the right to refuse to register, and the website has the right to write off your member account. This website reserves the right to be held accountable to you or your authorized agent. At the same time, the site reserves the right to decide whether to accept your registration in any other circumstances.

5.2 when this website finds that an account user is not the initial registrant of the account, he or she has the right to suspend or terminate the use of the account.

5.3 when the information provided by you is reasonably suspected by technical testing, manual sampling and other testing methods, the website has the right to notify you to correct, update or suspend the information,

and terminate the provision of this website service.

5.4 this website has the right to correct any information displayed on this site if it is found to be manifestly incorrect.

5.5 this website reserves the right to modify, suspend or terminate the service of this website at any time, and the exercise of the right to modify or suspend the service of this website does not need to be notified to you in advance; If one or more services of this website are terminated by this website, the termination shall take effect from the date on which the termination notice is published on the website.

5.6 this website shall take necessary technical means and management measures to ensure the normal operation of the website, and provide the necessary and reliable trading environment and trading services to maintain the order of digital asset transactions.

5.7 If you do not use the member account and password of this website for a year to log in to this website, the site has the right to write off your account number. After the account number is cancelled, the site has the right to open the corresponding member name to other users for registration and use.

5.8 this website ensures the security of your digital assets by strengthening technical investment and security precautions, and has the obligation to notify you in advance of foreseeable security risks in your account.

5.9 this website has the right to delete all kinds of content information in this website that does not comply with laws and regulations or the provisions of this website at any time, and this website does not need to notify you in advance of the exercise of these rights.

5.10 this website has the right to provide you with more information or information in accordance with the laws, regulations, orders and other

specifications of the sovereign country or region to which you belong, and to take reasonable measures to meet the requirements of the local norms. You have an obligation to cooperate; This website has the right to suspend or permanently suspend the opening of this website and some or all of its services in accordance with the laws, regulations, orders and other specifications of your sovereign country or region.

6、 Compensation

6.1 under no circumstances shall our liability for your direct damage exceed the total cost of three (3) months arising from the use of this website service.

6.2 If you are in breach of this Agreement or other laws and regulations, you shall compensate us at least \$2 million and bear all the expenses (including attorney's fees, etc.) arising therefrom. If it is not sufficient to make up for the actual loss, you shall make a full compensation.

7、 The right to seek injunctive relief

We and you acknowledge that common law remedies for breach of contract or possible breach of contract may not be sufficient to make up for all the losses we have suffered, Therefore, non-breaching parties have the right to seek injunctive relief and all other remedies permitted by common law or equity in the event of breach of contract or possible breach of contract.

8、 LIMITATION AND DISCLAIMER OF LIABILITY

8.1 you understand and agree that under no circumstances shall we be responsible for:

8.1.1 Loss of income;

8.1.2 transaction profits or contract losses;

8.1.3 interruption of business

8.1.4 loss of currency expected to be saved;

8.1.5 loss of information;

8.1.6 loss of opportunity, goodwill or reputation;

8.1.7 damage or loss of data;

8.1.8 the cost of purchasing alternative products or services;

8.1.9 any indirect, special or collateral loss or damage resulting from infringement (including negligence), breach of contract or any other cause, whether or not such loss or damage can be reasonably foreseen by us; Whether or not we are informed in advance of the possibility of such loss or damage.

Articles 8.1.1 to 8.1.9 are independent of each other.

8.2 you understand and agree that we shall not be liable for any damages incurred by you as a result of any of the following circumstances:

8.2.1 We have reasonable grounds to believe that your specific transaction may be materially illegal or in breach of contract.

8.2.2 We have reasonable grounds to believe that your actions on this website are suspected of being illegal or improper.

8.2.3 The expenses and losses arising from the purchase or acquisition of any data, information or the conduct of a transaction or the like through the service of this website.

8.2.4 your misunderstanding of the services of this website.

8.2.5 Any other loss related to the service provided by this website that is not caused by our cause.

8.3 We do not assume any responsibility for failure of information network equipment, information network connection failure, computer, communication or other system failure, power failure, weather, accident, strike, labor dispute, riot, intifada, riot, productive or means of production, fire, flood, storm, explosion, war, bank or other partner, digital asset market collapse, government action, order of judicial or administrative organ, other non-service or delay services that are not caused by any act or third party that is not within our controllable scope or in which we have no capability to control, and your loss.

8.4 We can not guarantee that all the information, programs, texts and so on contained in this website are completely safe and free from the interference and destruction of any malicious programs such as viruses and Trojans, so you log in. Using any service of this website or downloading and using any program, information, data, etc., are your personal decisions and bear your own risks and possible losses.

8.5 We do not make any guarantee and commitment to any information, product and business of any third party website linked in this website, and any other form of content that does not belong to our subject, and if you use any services, information and products provided by a third party website, you shall decide and bear all the responsibilities arising therefrom.

8.6 We do not use this website for any express or implied warranty, including, but not limited to, the suitability of the service provided by this website, without errors or omissions, continuity, accuracy, reliability, and for a particular purpose. At the same time, we do not make any commitment and guarantee to the effectiveness, accuracy, accuracy, reliability, quality, stability, integrity, and timeliness of the technology and information involved in the services provided by this website. Whether to log in or use

the services provided by this website is your individual's decision and take risks and losses that may be incurred. We do not do so for the market, value and price of digital assets. Any express or implied assurance that you understand and understand that the digital asset market is unstable and that prices and values can fluctuate or collapse significantly at any time, Trading digital assets is your personal free choice and decision to bear your own risks and possible losses.

8.7 our warranties and undertakings set out in this Agreement are the only warranties and statements provided by us in respect of this Agreement and the services provided on this website and supersede those arising from any other means and means, whether written or oral, Express or implied. All these warranties and statements represent only our own commitments and undertakings and do not guarantee compliance by any third party with the undertakings and commitments contained in this Agreement.

8.8 We shall not waive the restrictions not mentioned in this Agreement to the maximum extent applicable to the law and exempt or offset any of our liability for damages.

8.9 upon registration, you acknowledge any operation carried out by us in accordance with the rules set out in this Agreement, and any risks arising therefrom shall be borne by you.

9、 Termination of the agreement

9.1 this website has the right to cancel your account number in accordance with this Agreement, which terminates on the date of cancellation of the account.

9.2 this website has the right to terminate all services of this website in accordance with this Agreement, and this Agreement terminates on the date of termination of all services on this website.

9.3 After the termination of this Agreement, you do not have the right to request this website to continue to provide it with any services or to perform any other obligations, including, but not limited to, the requirement that this website keep or disclose to you any information in its original website account, and forward any information that it has not read or sent to you or a third party.

9.4 The termination of this Agreement shall not affect the commitment of the observant to the other responsibilities required by the defaulting party.

10、 Intellectual property rights

10.1 all the intellectual achievements contained in this website include, but are not limited to, website logos, databases, website designs, text and charts, software, photos, videos, music, sounds and the above-mentioned combinations, software compilation, The intellectual property rights of related source code and software, including applets and scripts, are owned by this website. You may not copy, change, copy, send or use any of the above materials or contents for commercial purposes.

10.2 all rights (including, but not limited to, goodwill, trademarks, marks) contained in the name of this website are owned by the Company.

10.3 You accept this Agreement as the copyright of any form of information you have made in this website, including, but not limited to, the right to copy, the right to issue, the right to rent, the right to show, the right to play, the right to show, the right to broadcast, the right to the dissemination of information, the right to the production, the right to change, the right to the translation, the right to the compilation and the other transferable rights to be enjoyed by the copyright owner. The effect of this Agreement and the content of any work protected by the copyright law that you have issued on this website, whether or not it is formed in the Association After the conclusion of the agreement or after the signing of

this Agreement.

10.4 in the course of using this website service, you shall not illegally use or punish the intellectual property rights of this website or others. You may not publish or authorize other websites (and media) to use information that has been published on this website in any form.

10.5 your access to or use of any services provided on this website shall not be deemed to be our transfer of any intellectual property rights to you.

11、 Information protection

11.1 scope of application

11.1.1 when you sign up for a website account or use an account, you provide personal registration information, including, but not limited to, telephone number, email information, identity card information, as required by this website.

11.1.2 when you use the service of this website, or when you visit the web page of this website, the server value on your browser is automatically received and recorded by the website, including, but not limited to, data such as IP address and the web page record you request.

11.1.3 data collected on this website about your transactions on this site, including, but not limited to, transaction records.

11.1.4 other personal information obtained by this website through legal channels.

11.2 use of information

11.2.1 No additional consent is required, and your successful registration on this site is deemed to be your consent to collect and use all kinds of information on this site, as listed in Article 11.1, which you understand and

agree to, This website can use your information collected for including, but not limited to, the following purposes:

11.2. 1.1 Provide you with this website service;

11.2.1.2 report to the relevant authorities of sovereign countries or regions at the request of the relevant competent authorities of the sovereign countries or regions;

11.2. 1.3 When you use this site service, this website uses your information for authentication, customer service, security protection, fraud monitoring, archiving, and backup applications to ensure the security of the products and services that this website provides to you;

11.2. 1.4 Help the website to design new products and services, and improve the existing services of the website;

11.2. 1.5 In order for you to solve the specific situation of the service of this website, you agree that this website sends the marketing activity notice, the commercial electronic information and the advertisement related to you to replace the popular advertisement;

11.2. 1.6 The site shall transfer or disclose your information to any non-associated third party for the purpose of completing the merger, division, acquisition or transfer of assets;

11.2. 1.7 Software certification or management software upgrade;

11.2.1.8 invite you to participate in the survey on the services of this website;

11.2.1.9 data analysis for cooperation with government agencies, public affairs agencies, associations, etc.;

11.2.1.10 for all other legitimate purposes and other purposes authorized by you.

11.2.2 this website will not sell or lend your personal information to anyone else unless you obtain your permission in advance. This website also does not allow any third party to collect, edit, sell or distribute your personal information for free.

11.3 the customer identity information and transaction information obtained shall be kept confidential on this website, and customer identity information and transaction information shall not be provided to any unit or individual, and relevant laws and regulations and decrees of sovereign countries or regions shall be adopted. Orders and other provisions require this website to provide exceptions.

12、 The calculation results of all transactions have been verified by us, all the calculation methods have been published on the website, but we can not guarantee that the use of the site will not be disturbed or error-free.

13、 The export controls you to understand and acknowledge that, in accordance with the relevant laws of the The republic of Korea, you shall not export, re-export, import or transfer any material (including software) on this website, Therefore, you will not be able to actively implement or assist or participate in any of the above-mentioned violations of the laws and regulations that are in violation of the applicable laws and regulations; if such circumstances are found, we will report to us and assist us in our disposal.

14、 The transfer of the rights and obligations agreed in this Agreement shall also bind the assignee, the successor, the executor and the administrator of the parties to which the benefit is obtained from the rights and obligations. You may not transfer to any third person on the premise that we do not agree, but we can transfer our rights and obligations in this Agreement to any third person at any time and give you a notice of 30

Agreement to any third person at any time and give you a notice of 30 days in advance.

15、 Divisibility shall not affect the validity of the remaining provisions of this Agreement if any of the provisions of this Agreement are deemed unenforceable, null and void or unlawful by any competent court.

16、 Nothing in this Agreement shall be deemed to have been created, implying or otherwise treating us as your agent, trustee or other representative, unless otherwise provided for in this Agreement.

17、 Waiver of the breach of contract or other liability as agreed in this Agreement by either of us or any of you shall not be construed or construed as a waiver of any other breach of contract; no exercise of any right or remedy shall be construed in any way as a waiver of such rights or remedies.

18、 All titles of the title are for the convenience of expression only and shall not be used to extend or limit the content or scope of the terms of this Agreement.

19、 All the contents of this Agreement shall be contracts entered into in accordance with the laws of the The republic of Korea, the establishment, interpretation, content and enforcement of which shall apply to the relevant legal provisions of the The republic of Korea; Any claim or action arising out of or in connection with the services agreed upon in this Agreement shall be governed, interpreted and enforced in accordance with the laws of the The republic of Korea. To avoid doubt, this clause expressly applies to any claim for infringement against us. Any competent court or place of action against us or in relation to our claim or action shall be in the The republic of Korea. You obtained unconditionally in the The republic of Korea The exclusive jurisdiction of the State Court in the conduct of proceedings and appeals. You also unconditionally agree that any dispute or issue or any claim and action arising out of or arising out of this

of issue of any claim and action arising out of or arising out of this

Agreement shall be exclusive to the The republic of Korea. The principle of

the inaccessibility of the Court shall not apply to a court in accordance with the terms of this Service.

20、 Entry into force and interpretation of the agreement

20.1 this Agreement shall be binding on both this website and you when you click on the registration page of this website to register and complete the registration procedures and obtain the account number and password of this website.

20.2 the right of final interpretation of this Agreement belongs to this website.

OFEX Team

August 10, 2019

OFEX.ONE