

# TERMS AND CONDITIONS

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# OKMCOIN

CAPACITY AND ABILITY PLATFORMS

## CONTACT

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## Terms and Conditions

**PLEASE READ THESE TERMS AND CONDITIONS OF OKMCOIN ICO ("TERMS") CAREFULLY AS THEY ARE LEGAL BINDING AND MAY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE OKMCOIN TOKENS.**

This document includes binding terms and conditions of the transaction between the parties. You accept these Terms when you purchase OKMCoin tokens ("OKMCoin" "Tokens") or use any Service, Product, or App belonging to OKMCoin, expressed in this Terms and Conditions, and Whitepaper

### **1.0 The Parties**

1.1 You ("Purchaser", "Investor" "User", "you") and, as the case may be:

1.2 OKMCoin Holdings Pte. Ltd., ("OKMCoin" "Company" "We", "Us"), and its subsidiaries.

### **2.0 WHEREAS**

2.1 OKMCoin, OKMCoin Tokens, is a usual digital product (digital goods, digital commodities), developed by the Company as variety of digital tokens, specified by standard Ethereum ERC20 Token Standard (ERC20). The existence of this good maintains by smart contract developed by the Company and Ethereum blockchain developed by third parties. The Purchaser states that he/she knows all the aspects of such goods. The OKMCoin Tokens can be issued by the Company only once during token sale period and within the limits stipulated by token sale. OKMCoin Tokens issuance is technically impossible after token sale neither for the Company nor for any other persons including the developers of Ethereum. OKMCoin Tokens functions are determined by standard ERC20 and possibilities included into smart contract OKMCoin Tokens of the Company – this is, for example, receiving and storing, termination, transfer to the other user of Ethereum. Some of those mentioned above of others sphere of application of OKMCoin Tokens may appear in course of time – upon an initiative of the Company or without the participation and intention of the Company in accordance with blockchain technology. Since the moment of receiving of OKMCoin Tokens by the Purchaser into its ownership for the aim of individual usage, the Company loses the possibility as well as instruments of full influence on OKMCoin Tokens – since that moment OKMCoin Tokens are considered to be Purchaser's property, and the deal on the creative and transfer of such property from the Company to the Purchaser is considered to have been paid and legally closed. OKMCoin Tokens are proposed for utilitarian usage and are integral element of the Platform.

### **3.0 OKM PLATFORM:**

#### **3.1 OKM Farms**

##### **3.1.1 Cryptocurrency Transaction Processing Capacity (CTPC) – Hardware.**

3.1.1.1 CTPC will be sold as individual mining rigs.

3.1.1.2 For CTPC, a hardware is featured for ETH, BTG, ZEC and ZEN. More sophisticated hardware will be added for other cryptocurrencies at later stage.

OKMCOIN.IO

3.1.1.3 OKM provides cumulative discounts on Hash Rate.

3.1.2 Cryptocurrency Transaction Processing Ability (CTPA) – Software

3.1.3 The CTPC and CTPA are featured for ETH, BTG, ZEC and ZEN.

**3.2 OKM Services.** The OKMCoins can be used by the investor as a payment method for the following services:

3.2.1 Accounting Services.

3.2.2 Event Management Services.

3.2.3 Financial Education Services.

3.2.4 Essential Services.

**3.3 OKM Products.** The OKMCoins can be used by the investor as a payment method for the following products:

3.3.1 Healthcare E-commerce Portal.

3.3.2 Antiques Trading Portal.

3.3.3 Cryptocurrency Mining Packages Portal.

3.3.5 End to End ICO Packages Portal.

**3.4 OKM Apps.** OKMCoins can be used by the investor to pay for the subscriptions of:

3.4.1 OKM Cryptocurrency/Blockchain News.

3.4.2 OKM Mobile Mining Apps

3.4.3 OKM Cryptocurrency Exchange Rates

## **4.0 BENEFITS**

### **4.1 Bonus Hash Power Quarterly**

4.1.1 OKMCoin Holder will receive Bonus Hash Power Quarterly, according to the coins held by the investor. This hash power will be paid in terms of BTC, ETH, or other cryptocurrencies, by sole discretion of OKM.

### **4.2 Bonus ARTcoins in 2019**

4.2.1. By the end of year 2019, the investors will receive one (1) ARTcoin for each ten (10) OKMCoins. These ARTcoins can be used, when received, to purchase antique products and pay for the consultancy fees to verify the authenticity of an antique product

## **5.0 OKMCoin Stages, Allocation, and Pricing.**

5.1 Private Investment Campaign, which takes place from April 15, 2018 to September 30, 2018 at a price range of USD 0.35 to USD 0.55.

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5.2 Airdrop Campaign, which takes place from May 7, 2018 to June 30, 2018, with an allocation of 5 Million Tokens.

5.3 Pre-ICO, which takes place from June 1, 2018 to June 30, 2018, with an allocation of 5 Million Tokens, at a price range of USD 0.35 per token. At the end of this stage, offering is open to the public globally.

5.4 ICO, which takes place from July 1, 2018 to September 30, 2018, with an allocation of 25 Million Tokens at a price range of USD 0.55.

5.5 60 Million Tokens will be held by the OKM Company, and 5 Million Token will be distributed between the OKMCoin Team.

**5.6 Trading on Cryptocurrency Exchange:** this stage will take place on October 1, 2018, or earlier, upon reaching the USD 5 Million goal in capitalization, amount that will be used for the following:

5.6.1 Research and development

5.6.2 Marketing

5.6.3 Business development

5.6.4 Mining Farm expansion

5.6.5 Operations

5.6.6 Contingency

5.6.7 Legal and Finance

## **6.0 ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

6.1 The Investor acknowledges and agrees that by purchasing, owning, and using OKMCoin Tokens, the Investor expressly acknowledges and assumes the following risks

**6.1.1 Dependence on computer infrastructure.** The investor acknowledges that OKMCoin, like any other cryptocurrency, is exposed to cyberattacks, viruses, physical or electrical break-ins, disruptions, that may lead the OKMCoin system interruption, delay, and suspension, failure, and OKMCoin losses. As with other decentralized cryptographic tokens based on the Ethereum protocol, the OKMCoin Tokens are susceptible to attacks by miners during validating OKMCoin Token transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish mining attacks. Any successful attacks present a risk to OKMCoin Tokens, including, but not limited to, accurate execution and recording of transactions involving OKMCoin Tokens. Hackers or other malicious groups or organizations may attempt to interfere with the Site or the OKMCoin Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.

**6.1.2 Risk of Losing Access to OKMCoin Tokens Due to Loss of Private Key(s), Custodial Error, or Your Error.** A private key, or a combination of private keys, is necessary to control and dispose of OKMCoin Tokens stored in your digital wallet or vault. Accordingly, loss of the requisite private key(s)

associated with your digital wallet or vault storing OKMCoin Tokens will result in loss of such OKMCoin Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your OKMCoin Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store OKMCoin Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your OKMCoin Tokens. Additionally, your failure to precisely follow the procedures set forth for buying and receiving OKMCoin Tokens, including, for instance, if you provide an incorrect personal wallet address, or provides an address that is not ERC-20 compatible, may result in the loss of your OKMCoin Tokens.

6.1.3 Risks Associated with the Ethereum Protocol. Because the OKMCoin Tokens are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on OKMCoin Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the OKMCoin Tokens, including the utility of the OKMCoin Tokens, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

6.1.4 Smart Contract Limitations. Smart contracts are a new emerging technology at its early stages, which may translate to operational, technological, regulatory, reputational, and financial risks. The Investor acknowledges the risks related to smart contracts, even if it is audited by an independent third party, which does not represent any form of warranty.

6.1.5 Regulatory Risks. The Investor acknowledges that even though cryptocurrencies in Singapore are not directly regulated at this moment, this might change in the future due to law amendments that may ban cryptocurrencies, limit their token issue, increase the regulatory permits, or any other type of regulations or statements, which could lead to significant financial losses. The investor acknowledges as well that new regulations from other countries outside Singapore may cause OKMCoin to go down. The regulatory status of the OKMCoin Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulations with respect to such technology and its applications, including OKMCoin Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law or regulations affecting distributed ledger technology and its applications. Regulatory actions could negatively impact OKMCoin Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the OKMCoin Tokens constitutes unlawful activity or that the OKMCoin Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction if regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

6.1.6 Fluctuation. The Investor acknowledges that besides the risks pointed out above in this section, there are other risks that may cause the OKMCoin price to go down, such as the fluctuation of operational costs, electricity rate that may increase the price for mining operations, and further increase in mining difficulty.

6.1.7 Risk of Uninsured Losses. Unlike bank accounts or accounts at some other financial institutions, OKMCoin Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss of OKMCoin Token or loss of utility value, there is no public insurer or private insurance arranged by the initiator to offer recourse to you.

6.2 The Investor acknowledges all the risks pointed out above in this Terms and Conditions and OKMCoin Whitepaper, and by accepting this terms and conditions the OKMCoin Investor, Customer/User/accepts that the OKMCoin Holdings Pte. Ltd, any of its subsidiaries, shareholders, executives, employees, affiliates, representatives, team members, or any other individual or corporate entity related to OKMCoin Holdings be held liable for the losses that the Investors may incur when holding OKMCoin Tokens.

## **7.0 REFUSAL OF PURCHASE REQUEST**

7.1 The purchase of OKMCoin Tokens from the Company is final upon the distribution of OKMCoin Tokens and there will be no refunds or cancellations except as specifically provided in these Terms. The Company reserves the right to cancel any OKMCoin Token purchase or refuse any purchase requests at Company's sole discretion for any reason. In such case, Company will issue a refund in the same form of payments as was made by you and to the same wallet address, bank account, or a third-party payment processor where your funds were transferred from. We may deduct the transaction cost from the refund amount, if any.

## **8.0 TAXATION**

You must seek your own tax advice in connection with purchasing OKMCoin Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes, indirect taxes and tax reporting requirements.

## **9.0 TRANSFER RESTRICTION**

9.1 The OKMCoin Tokens have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the securities laws of any state or the securities laws of any other jurisdiction and therefore cannot be offered, sold, pledged or otherwise transferred, except as described in the section entitled "Transfer Restrictions" in these Terms. These restrictions may adversely impact your ability to resell the OKMCoin Tokens or the price at which you may be able to resell them, if at all. OKMCoin Tokens are not redeemable at the option of the holder and holders of OKMCoin Tokens will not have the right to withdraw their capital. It is not contemplated that the OKMCoin Tokens will ever be registered. Each Purchaser must represent that it will only sell or transfer its OKMCoin Tokens in accordance with the restrictions set forth under "Transfer Restrictions" in these Terms and in a manner permitted by applicable laws and regulations.

9.2 The issuance and sale of the OKMCoin Tokens have not been registered under the Securities Act or any other applicable securities laws and, unless so registered, to the extent the OKMCoin Tokens are deemed to be securities, the OKMCoin Tokens may not be offered, sold, pledged or otherwise transferred, including without limitation, within the United States or to or for the account of any U.S. Person, as defined in the Securities Act ("U.S. Person"), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any other applicable securities laws.

## **10.0 DISCLAIMER, LIABILITY, AND RELEASE**

**CONFIDENTIAL - DO NOT DISSEMINATE.** This Whitepaper contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the whitepaper author.

10.1 None of the information presented above is intended to form a basis for any investment decision, and no specific recommendations are intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from reliance on any information contained in terms; any error, omission or inaccuracy in any such information, or any action resulting from such information.

10.2 To the fullest extent permitted by applicable law In no event will OKMCoin parties be held liable for direct, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of in any way related to the sale or use of OKMCoin Tokens or otherwise related to these terms, regardless of form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed, or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and in no event will the aggregate liability of company and the company parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms or the use of or inability to use the OKMCoin Tokens, exceed the amount you pay to the company for the OMC tokens.

10.3 To the fullest extent permitted by applicable law, you release Company and the Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

## **11.0 REPRESENTATIONS AND WARRANTIES**

11.1 In connection with the purchase of the OKMCoin Tokens, you represent to Company the following:

11.1.1 You are aware of the terms and conditions of the OKMCoin Tokens and have acquired sufficient information about the OKMCoin Tokens to reach an informed and knowledgeable decision to acquire the OKMCoin Tokens.

11.1.2 You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing the OKMCoin Tokens.

11.1.3 You understand that the OKMCoin Tokens confer only the rights described in these Terms and White Paper and confer no other rights of any form with respect to the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

11.1.4 You shall not purchase OKMCoin Tokens for any uses or purposes other than to use OKMCoin Tokens as provided in the White Paper and these Terms, including, but not limited to, any investment, speculative or other financial purposes.

11.1.5 you understand that the OKMCoin Tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under the securities law of Singapore, the securities act and securities laws of any state of the united states or the securities laws of any other country, including the securities laws of any jurisdiction in which purchaser is resident.

11.1.6 You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the OKMCoin Tokens or any use of these Terms, including the legal requirements within its jurisdiction for the purchase of the OKMCoin Tokens, any foreign exchange restrictions applicable to such purchase, and any governmental or other consents that may need to be obtained.

11.1.7 Your purchase, payment for, and continued beneficial ownership of the OKMCoin Tokens will not violate any applicable laws of your jurisdiction.

11.1.8 You shall comply with any applicable tax obligations in all relevant jurisdictions arising from the purchase of OKMCoin Tokens.

11.1.9 You understand that Site these Terms, as well as White Paper, can be translated into several languages, but only the information placed in English shall bound the Parties of this Terms. Versions of websites and documents translated into other languages are for informational purposes only.

11.1.10 You understand that you shall be guided by that version of White Paper which is put on Site at the moments of OKMCoin Tokens purchase or later.

11.1.11 If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly).

11.1.12 You acknowledge that the Company cannot comply with the requirements of all the jurisdictions worldwide while doing business. If any provisions of this document break or to transgress or to violate the law to which Purchaser is subjected to, then Purchaser's jurisdiction law shall prevail. The Purchaser entering into relationship with the Company shall oblige its jurisdiction law.

11.2 Each Purchaser will be deemed to represent, warrant, and agree as follows:

11.2.1 I am fully in compliance with these Terms.

11.2.2 I am acquiring the OKMCoin Tokens solely for my own account and not as nominee or custodian for another person or entity.

11.2.3 I am not:

11.2.3.1 An U.S. Person;

11.2.3.2 Acquiring OKMCoin Tokens as nominee or custodian for another person or entity;

11.2.3.4 Executing the application for purchasing OKMCoin Tokens within the United States; or

11.2.3.5 Acting on behalf of a trust which has any beneficiaries or trustees that are U.S. Persons

11.2.3.6 I did not acquire and will not transfer any OKMCoin Tokens within the United States of America, its territories or possessions (jointly "United States" ).

11.2.3.7 I did not engage (except as specifically authorized by the Company) and will not engage in any activity relating to the sale of OKMCoin Tokens in the United States.

11.2.3.8 The acquisition of OKMCoin Tokens under these Terms and further use or transfer of OKMCoin Tokens does not violate the laws of my jurisdiction.

## 12.0 INDEMNIFICATION

12.1 To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless the Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns ("Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to:

12.1.1 Purchase or use of OKMCoin Tokens, (ii)

12.1.2 Your responsibilities or obligations under these Terms

12.1.3 Your breach of these Terms, or

12.1.4 Your violation of any rights of any other person or entity, and (v)

12.1.5 your violation of any laws.

## **13.0 GOVERNING LAW**

13.1 The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Singapore.

## **14.0 AMENDMENTS.**

14.1 These Terms may be modified by Company at any time for any reason by placing modified Terms on the Site. We will provide notice of any amendment to these Terms by posting any revised terms to the Site or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchases of OKMCoin Tokens.

## **15.0 SEVERABILITY**

15.1 In the event that any of the provisions of this Terms and Conditions are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Terms and Conditions.

## **16.0 FINAL PROVISIONS**

16.1 Headings. The article headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.

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16.2 Termination. Company may terminate this Agreement with any one of you, i.e. to refuse the further service

16.3 Purchase Procedure. Purchase procedure for OKMCoin Tokens including registration, payment and distribution, is described in detail on the Site.

16.4 Terms and Conditions of OKMCoin Token. Also, the OKMCoin Token terms and conditions are as set forth in the White Paper (since it is custom for blockchain community in respect of sale of goods which are like OKMCoin Tokens) located at Site, which terms are incorporated herein by reference.

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