

# Terms of Use

These Terms of Service are written in English and in case of any inconsistency, inconsistency or ambiguity between translations, the English version shall prevail.

OTEX (website: <https://www.OTEX.IO>) is a P2P-based cryptocurrency trading platform entirely invested by HacPAS Global Limited. HacPAS Global Limited is established under the 1994 International Business Enterprise Law of the Republic of Seychelles and has a company registration number of 168407.

These Terms of Service, together with the other appendices, terms and documents set forth herein, constitute a comprehensive agreement between the parties (collectively referred to as the "Terms"). In the event of any inconsistency between these Terms of Service and other appendices, terms and documents, the content of these Terms of Service shall prevail. All other information or oral/written statements made available through the trading platform are excluded from these Terms, and do not apply to legal agreements between the parties. The use of the trading platform and service is governed by these Terms and Conditions.

By accessing, viewing, or downloading information using the corresponding trading platform and the services provided by the HacPAS Group, you have read, pondered, and understood the Risk Notice and Notice on the Collection and Use of Personal Information, and you agree to these Terms and

Conditions without any other conditions. You acknowledge that you understand and agree to be bound by. HacPAS reserves the right to change the contents of these Terms and Conditions at any time without notice. You agree that the changed terms will continue to be binding on you, and HacPAS has no obligation to notify you of such changes. You acknowledge that it is your responsibility to check these Terms regularly to determine if any changes have been made, and if you continue to use the Trading Platform and the services provided by HacPAS Group after the revised Terms are posted, you acknowledge that you accept these changes.

The copyright of the trading platform and all text, graphics, images, software and all other materials posted on the trading platform is owned by HacPAS, including all registered trademarks and other intellectual property rights relating to materials and services on the trading platform. The materials on the trading platform may be used for personal and non-commercial purposes only.

You may display or print excerpts of the trading platform on a computer screen only for the purposes specified above, in which case any copyright and other proprietary notices or any copyright and other proprietary notices displayed on the first print or download, or any HacPAS registered trademarks or logos, are altered or added. Or, it must be preserved without deletion. Except as expressly set forth in this policy, you may not alter, modify, distribute, or use any material on the website for any other commercial purpose without the prior written permission of HacPAS.

You acknowledge that 'OTEX' and the logo of OTEX are registered trademarks of HacPAS. You may, to the maximum extent permitted above, reproduce without tampering the registered trademarks displayed on material downloaded from this trading platform, but may not use, copy, adapt or delete them in any other way.

In any event, you may acquire rights in or in connection with the Trading Platform (except for the right to use the Platform under these Terms and other terms applicable to certain services or sections of the Trading Platform) or give you to the Platform, or It cannot be expressed as if you have any rights in this regard.

You may not use or access the Service or this trading platform if you are located, moved to or settled in, or are a citizen or resident of the following countries, regions, territories and places: (i) United States, Quebec (Canada), Hong Kong, Republic of Seychelles, Bermuda Islands, Cuba, Crimea and Sevastopol, Iran, Syria, North Korea or Sudan; (ii) the state, country or jurisdiction in which the United States has imposed embargo; (iii) Jurisdictions where access to or use of the Service or this trading platform is prohibited in accordance with the applicable law applicable to you (for reasons of your nationality, place of residence, citizenship, residence, etc.);

(iv) A place where the disclosure or use of the Service or this trading platform is prohibited or contrary to local laws or regulations, or a place where a member of HacPAS obtains a local registration or license (collectively, the "restricted jurisdiction"). HacPAS may, in its sole discretion, limit or control access to the Service or the trading platform within the Service Restricted Area. If it is found that the transaction platform or access to this service is made in a service restricted area, or if it is found to have made a false statement about the place of establishment and establishment, citizenship, or residence, or HacPAS closes the user's account, the current transaction price You have the right to immediately liquidate any open positions that are being made.

Justice

In these terms:

"HPS" means Interface.

"Governing Law" means any civil and customary law, statute, statute, or regulation of any government, quasi-governmental, administrative or regulatory body, court, government agency or association bound by any member of HacPAS or any jurisdiction that applies to the receipt or performance of the Services. Means, directives, judgments, bylaws, bylaws, circulars, statutes, orders, notices, demands, edicts, compulsory, resolutions, rules, and judgments.

"OTEX Web, App" means a web and mobile based trading platform/application developed, published and distributed by Bizblocks in Korea (this may be updated from time to time).

"OTEX Exchange" is Bizblocks' PayBanC security-based trading platform, which is primarily based on this trading platform operated by HacPAS, which can be accessed via the following link: <https://OTEX.IO>

"HacPAS Group" means its subsidiary of HacPAS.

"Intellectual Property Rights" means the right to design designs, patents, copyrights, database rights, data protection rights, registered trademarks, service trademarks, logos, trade names, domain rights, and undisclosed or confidential information in all regions of the world, whether registered or not. (E.g. know-how, trade secrets, inventions (with or without patents)), moral rights and all other intellectual or industrial property rights and applications for registration of those rights.

"Member" means all registered users of the trading platform.

"Services" means websites, applications (applications) and other services provided by members of the HacPAS Group, including:

a) P2P trading platform platform

b) Downloadable materials from HacPAS' website;

c) All information, content and other materials directly disclosed or provided by the HacPAS Group, including all content related to the subject (including research/analysis, market data or blog content);

d) Including information, content or services provided by anyone who assists with the above.

"Trading platform" means a bitcoin-based trading platform that can be accessed at <https://www.OTEX.IO> and its subdomains, mobile applications (including OTEX Mobile Web and App), APIs, and HacPAS Group-owned trading platforms. Means other media.

## 1. Connection conditions

1.1: When accessing and using the service, you must comply with the following items:

a) (i) includes proceeds from illegal activities (including cryptocurrency tumblers, darknet markets, money laundering or terrorist aid); (ii) disclose, distribute, or disseminate illegal material or information; (iii) You must not engage in activities that violate or may violate applicable laws.

b) If HacPAS Group's computing systems, networks, or services are hosted by a third party, you must not attempt to compromise the security or integrity of the third party's computing systems and networks.

c) You may not use or misuse the Service in any way that could impair the functionality of the Service, the trading platform, or other systems used to provide the Service, or interfere with other users from using the Service or the trading platform.

d) You must not attempt to gain unauthorized access to any other material other than the computer system on which the trading platform is hosted or to which you have been explicitly granted access.

e) Files, potentially offensive content or illegal material or data on the trading platform (including copyrighted or trade secret protected data or other material that you do not have the right to use) that may damage someone else's computer device or software. ) Must not be sent or entered.

f) Modify, copy, edit, duplicate, disassemble, decompile, and modify the computer program used to deliver this service or operate this trading platform, except in cases where it is absolutely necessary to use this service or the trading platform normally. Do not attempt to reverse engineer.

g) All user names and passwords required to access the trading platform must be kept secure and confidential.

h) In the event of any unauthorized use of your password or any other security breach, you must notify HacPAS immediately, and HacPAS will reset your password upon such notification.

1.2: The use of this service may be subject to restrictions including, but not limited to, the allowed transaction volume and number of calls based on the relevant application program interface. The above restrictions will be announced.

1.3: By accessing the trading platform, registering for or using the service as a member, you represent, warrant and perform the following matters.

a) You agree to these Terms and Conditions;

b) You are an adult 18 years of age or older and are entitled to accept these Terms and Conditions.

c) You (or your legally authorized representative) are the legal owners of funds invested in your HacPAS account and the sources of such funds are legitimate;

d) Your use of this service is not in violation of applicable laws.

e) You are aware of the transaction risks associated with the use of this service provided by HacPAS Group, and have the experience and knowledge to understand the risks related thereto. The above risks include the fact that due to the high volatility of Bitcoin and altcoins themselves, you could lose all of the funds in your trading account if the market turns against you.

f) If all of the following are true, you acknowledge and agree to use the Services directly at your option and will:

i) have knowledge and experience in highly volatile markets;

ii) Transaction of coins to the extent that loss can be allowed;

iii) We are aware of the high risk of the overall transaction;

g) You do not engage in or organize any form of market manipulation, including disguised orders.

h) Any information or documentation you provide as an identification process must be accurate, authentic, and current.

i) The cryptocurrency withdrawal address is yours and you have full control over that address.

j) If you are a citizen, resident, or legal entity in a restricted service area, you may not access or use the service, and HacPAS will ensure that you are accessing the service from the service restricted area, or where you are located, incorporation and establishment, In the event of any misrepresentation of citizenship or residence, you have the right to terminate your account immediately and to close any open positions.

k) You (i) violate the applicable law; (ii) be fined, banned, sanctioned, restricted or punished in accordance with applicable law; (iii) to receive oral or written notification from the Government for violating a governing law or possible violation thereof; (iv) You have not been informed that you are subject to sanctions, restrictions, penalties, enforcement or investigations under the applicable law.(Governing law includes anti-money laundering law, anti-terrorism aid law, anti-corruption law, or laws related to economic Not limited).

l) You or your affiliates are not (i) owned or operated by the sanctioned person, and (ii) you or your affiliates are sanctioned regardless of whether you or your affiliates use or are provided with the Service or this trading platform. Are not involved in transactions, remittances, or actions that may be at risk of receiving a (iii) is located in, established and created in a restricted service area, or is not a citizen or resident of that area.

1.4: You can create an initial account by entering your email address and name.

1.5: HacPAS reserves the right to verify your identity at any time to comply with the Seychelles Anti-Money Laundering Act of 2006 or other applicable laws.

1.6: We impose certain transaction limits before you perform a Customer Due Diligence (CDD). You agree to cooperate with us in this process, and you

must provide us with any documentation/information we may need to satisfactorily verify your identity and business relationship purposes.

1.7: You agree that any transactions or other instructions provided or executed through your account will be deemed final and HacPAS may act in accordance with such instructions without liability or obligation thereto. With regard to HPS provided through the trading platform, you acknowledge and agree to the following:

a) HacPAS may share your information with third parties who have your own API key,

b) HacPAS You may trust and act in accordance with instructions from third parties holding your own API key (including, but not limited to, instructions relating to order or position closure), and the HacPAS Group will be liable for any losses incurred. We accept no responsibility for this.

1.8: We may freeze any account if we believe or have reason to suspect that you have engaged in suspicious transactions or other activities, or that you have violated any of the above warranties or provisions of these Terms. If your account is frozen, it could result in counter trading of the transactions you performed. We expressly exclude any losses or gains arising from our early closing of your trading position or your loss of trading ability on the trading platform, and you shall close your trading positions early or You agree to indemnify all of us with respect to the legal action of third parties caused by this. While your account is frozen, we may conduct investigations and ask you to cooperate with our investigations. During the investigation phase, you will not be able to deposit, withdraw, or transact into your account. After the investigation, we may, at our discretion, decide to close your account, and we are not obligated to give you a reason for that.

1.9: We reserve the right to close your account at any time at our discretion.

1.10: By using this service, you agree to reserve the right to suspend and liquidate any transaction at any time, regardless of whether HacPAS profits or losses.

1.11: It is your sole responsibility to provide us with the correct details including your withdrawal address. We do not accept any liability for the consequences of your failure to receive withdrawn cryptocurrencies as a result of your providing incorrect or useless information. It is also your responsibility to ensure that instructions, orders or transactions sent to HacPAS are properly formatted, clearly and in the correct currency. HacPAS is not responsible for any wrong transactions sent to any cryptocurrency address.

1.12: We are obligated to maintain an orderly market, so we may, at our discretion, suspend trading on the trading platform in the event of market confusion or other related external events. We exclude all liability for any loss or loss of profit allegedly caused by the interruption of the transaction.

## 2. Fee

2.1: You acknowledge and agree that a fee will be charged for using this service.

2.2: Details of fees can be found at the link below: <https://www.Otex.io/fees>.

2.3: HacPAS may change or update such fees at any time at its discretion. Any change or update to the fee applies entirely to services (including

transactions on the trading platform) that occur after the effective date of the fee change or update being published on the trading platform.

### 3. Intellectual Property Rights

3.1: All materials related to this trading platform, including, but not limited to, all intellectual property rights, designs, structures, layouts, graphic images and existing source code used in this trading platform and this service belong to the HacPAS Group. OTEX reserves all rights to the above intellectual property rights.

3.2: You acknowledge that, unless otherwise agreed in writing between the parties, all intellectual property rights of this trading platform and the HacPAS Group in the Service remain with the HacPAS Group.

3.3: You have no right and may not use any HacPAS Group intellectual property rights as set forth in these Terms or Conditions, or otherwise:

a) You may view or use this service and trading platform (or part of it or part of its content) only for your personal use, and you may personally view or use the service and trading platform (or part of it or part of its content). It may not be copied, reproduced, republished, uploaded, republished, modified, transmitted or distributed for public or commercial use without the prior written consent of HacPAS. All restrictions related to the use of this service and the trading platform in these terms and conditions apply to the data available through the API.

b) You may not remove or modify any copyright, trademark or other proprietary notices provided by the Service.

c) You may not use any data mining, robotic or similar data collection or extraction methods.

3.4: If you submit your content directly or indirectly (whether or not through a third party) to the trading platform in any way, including blogs, bulletin boards, forums, and APIs, you will inform HacPAS Group of your content ( Use, reproduction, modification, adaptation, publication, translation, creation, distribution, publication and display of (all or part of), and any form currently known or developed in the future for the period of all rights existing in such content; Permanent, irrevocable, transferable, sublicensable, non-exclusive rights and licenses are granted, free of charge, to incorporate with other works of the medium or technology.

HacPAS Group is the exclusive owner of any secondary work produced by the HacPAS Group based on or in any way related to your content, and the right to use that secondary work for any purpose, commercial or other purposes without any additional obligations to you. There is. You also allow other users of the trading platform to access, display, view, store and reproduce such content for personal use. You waive any moral rights you may have in such content anywhere in the world (to the extent that you cannot waive, you irrevocably agree not to claim such rights). HacPAS reserves the right, but has no obligation, to monitor all activities and content submitted through the trading platform, and in its sole discretion (i) refuse to post, delete or modify content, or cease access to content that it believes violates these Terms. You may, and (ii) stop or stop the opportunity to submit, post or upload your content.

3.5: By submitting content to the trading platform in accordance with these Terms and Conditions, you warrant that you retain the right to submit them in accordance with these Terms and all necessary intellectual property rights.

3.6: HacPAS reserves the right to disclose your identity to third parties who allege that the content you post or upload on the trading platform violates

their intellectual property rights or privacy.

#### 4. Privacy Policy

4.1: For more information on HacPAS' privacy and data protection practices, please refer to our Privacy Policy on the following web page.

#### 5. Third Party Website

5.1: HacPAS may link to websites of third parties that are not affiliated with or affiliated with the HacPAS Group (branding, advertisements or links related to the trading platform or service may be displayed on Webbyte). Email messages containing links to third parties, including advertisements or promotions to you. HacPAS Group makes no warranties as to the quality, suitability, functionality or legality of any products and services offered on or on linked websites. This material is provided for your interest and convenience only. HacPAS Group does not monitor or investigate such third party websites, and HacPAS Group assumes no responsibility for any losses incurred due to such content, accuracy of the material, and opinions expressed in such material, and the opinions expressed in such material are warranted or It should not be considered a recommendation or an opinion of a member of the HacPAS Group.

5.2: In no case may you create hyperlinks on the pages of the trading platform unless HacPAS provides prior consent. If you create a link to any page on this trading platform, you acknowledge that you are responsible for all direct or indirect results of the link, and any losses, liabilities and expenses arising from or in connection with the link. Or, if there is a demand for expenses, we will immediately indemnify each member of the HacPAS Group.

#### 6. Warranty and representation

6.1: You represent, warrant and fulfill the following:

a) You have the right to access and use this service and trading platform. In particular, each jurisdiction where you are located, registered or established, or where you are a citizen or resident, allows you to use the Trading Platform and the Services.

b) If you use the trading platform for or on behalf of another person or institution, you must be authorized to do so. Such parties or organizations will be held responsible for your actions, including any breach of these Terms.

c) The use of the trading platform and this service is at your own risk. You agree that HacPAS Group is not responsible for any loss arising from your use of the trading platform and this service.

6.2: You acknowledge and agree to the following:

a) The information provided on the trading platform is for general information only and is provided in good faith. However, such information is optional and HacPAS may not verify all information. Therefore, you should not trust the information without further investigation as it may not be complete or accurate for your purposes. Information and services should not be construed as an offer or recommendation to trade or participate in the services provided by HacPAS Group in any particular way, and such information does not take into account the investment objectives or financial situation of any particular person.

b) HacPAS does not guarantee that the use of the trading platform will be uninterrupted or error free. Above all, the operation and availability of the systems used to access the trading platform, including public telephone services, computer networks and the Internet, are unpredictable and can sometimes hinder or block access to the trading platform. HacPAS is not responsible for any interference that interferes with the access or use of the trading platform and this service.

6.3: HacPAS has partners that trade goods traded on the trading platform. Suppliers mainly act as market coordinators. Suppliers are organized to be distinguished from and differentiated from the business part of the trading platform. Specifically, the management headquarters manpower is not shared between the partner and the trading platform, and the partner's employee is separated from the employee of the trading platform while performing the transaction, so the partner cannot use the order flow of the trading platform under conditions that other platform users cannot use. , Do not have access to, customer or other information. In addition, unless otherwise specified in the specific product provisions of HacPAS, Partners are authorized to access and trade only on the same terms as other users can use.

6.4: You represent and warrant that you have obtained access and use of the trading platform and that you are agreeing to these Terms and Conditions for business purposes, and to protect non-business consumers to the maximum extent permitted by applicable law of your jurisdiction. For consumer protection provisions or laws, you represent and warrant that they do not apply to the trading platforms offered under these Terms.

## 7. Accuracy and availability of services

7.1: You acknowledge, agree and understand that any service provided through the trading platform does not constitute investment advice, promotion of specific products or investments, promotion provision to you or a third party. You acknowledge that you are solely responsible for any loss, damage

or expense arising from your reliance on any data or information provided by HacPAS Group in connection with the use of the Services. You must make your own decisions about accessing and using the service.

7.2: To the extent permitted under applicable laws, all goods, services or other items provided by the HacPAS Group are provided "as is" and "as available", and the HacPAS Group provides merchantability, fitness for a specific purpose, and non-infringement. EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR FITNESS, AND ANY WARRANTIES ARISING IN THE PROCESS OF PERFORMANCE AND YOU DISCLAIMS ALL SUCH WARRANTIES. Without limiting the foregoing, HacPAS Group makes no representations or warranties that the service is accurate, reliable, and free of errors, viruses or other harmful elements.

7.3: HacPAS must make reasonable efforts to ensure that you use the Services. However, service access may be interrupted from time to time due to required maintenance, technical problems, network and system overloads, or circumstances beyond the control of HacPAS. HacPAS makes commercially reasonable efforts to avoid service downtime during the anticipated peak hours, but will not be liable for any interruption of the service at any time or for any period (regardless of transaction-related losses).

7.4: You acknowledge and agree to the following:

a) HacPAS Group is responsible for accuracy, quality, accuracy, security, completeness, certainty, performance, timeliness, price, continuity of services (including trading platforms), delays or omissions of services, connections or communications that provide or maintain access to services. We are not liable to you or any third party for failure of the service, disruption of your access, or any errors or disturbances in communication between HacPAS Group and you.

b) HacPAS Group is not responsible or liable for any service or technical problem, system failure, malfunction, communication line failure, high internet traffic or demand, related problems, security breaches or similar technical problems or defects. You are responsible for all costs incurred to access the Internet for the purpose of using the service.

c) You are responsible for your hardware used to access the Service, and you are also responsible for the preservation and proper storage of Service-related data stored on your hardware. You are responsible for taking appropriate steps to protect your hardware and data from viruses, malicious software and inappropriate materials. You are responsible for backing up and maintaining copies of any information you store or transmit through the Service, except as provided in applicable law (going law). If your hardware is broken, damaged, or records or data stored on the hardware are damaged or lost for any reason, HDR Group will not be liable to you.

d) HacPAS utilizes security wallet platforms such as Bizblocks' Kaiser Wallet and PayBanC App Wallet in consideration of the technical close cooperation system with Bizblocks. Services or technical problems such as HacPAS and Bizblocks No obligation or liability for high internet traffic or demand, related issues, security breaches or similar technical issues or defects. You are responsible for all costs incurred to access the Internet for the purpose of using the service.

e) BizBlocks is not involved in the operation of HacPAS Group as BizBlocks is for the purpose of technical provision and maintenance in all economic and business activities of HacPAS Group, so BizBlocks does not have any legal responsibility for the business direction of OTEX.

7.5: In the event of a service malfunction, transaction error, other serious malfunction that negatively affects access to or use of the service, or any other

connection problem, you must notify HacPAS immediately.

7.6: You acknowledge, agree and understand that if you travel to a restricted service area, our services may not be available and your access to the services may be blocked. You acknowledge that the above may affect your ability to trade on the trading platform, monitor existing orders or open positions, or use the service. No attempt should be made to circumvent these restrictions, including using a virtual private network to modify Internet Protocol addresses.

7.7: You acknowledge and agree that there is a set of inherent risks associated with the use of web trading technology such as the OTEX Mobile App, including latency for price offerings. HacPAS Group is responsible for transmission over network lines, including signal strength, mobile phone latency, and other issues that may arise between you and your Internet service provider, phone service provider or other service provider in connection with your use of the Mobile App and Web. We are not responsible for any circumstances that result in delays in pricing due to problems or other problems beyond our direct control. In addition, some of the functions available on the trading platform may not be available on the OTEX App or Wueb. In addition, users may be asked to download and install an updated version of the BitMEX mobile app to maintain service delivery. If you do not do this, you may be temporarily unable to access certain parts of the service (including trading features) until the update is downloaded and installed.

7.8: You acknowledge, agree and understand that certain Services (including software that the HacPAS Group may produce, develop or publish from time to time) may be the full version (the "Development Services") at the time of distribution. As a result, development services are unstable and subject to change from time to time. HacPAS Group does not warrant that the functionality of the development service will meet your requirements or that the development service will be uninterrupted or error free. HDR reserves the right to discontinue, redesign, modify, improve or change the service for any reason (including development services).

7.9: You acknowledge, agree and understand the following:

- a) OTEX is not for testing purposes, but for personal transactions and cryptocurrency investments and for information provision.
- b) Even if you use the same market data and indices as the OTEX P2P trading platform, there may be inconsistencies between trading platforms.
- c) OTEX trading performance and experience is not a reliable indicator of future revenue, performance and experience on the trading platform.

## 8. Indemnification

8.1: You are responsible for all claims, claims, complaints, litigation, actions, investigations, liability and reasonable attorney's fees, including any claims, claims, complaints, actions, actions, losses arising directly or indirectly from you or your authorized representatives , Upon request, you agree to indemnify and protect each member and director of the HDR Group, officers, employees, agents, contractors, and licensors (the "related parties") immediately upon request from any claims for costs or expenses.

- a) use of the service or conduct related to the service,
- b) a violation of these Terms or the policies of the HacPAS Group, or

c) Violation of applicable law (going law), infringement of the rights of others or institutions

## 9. Limits of Liability

9.1: Nothing in this Agreement excludes or restricts any of the following responsibilities of the HacPAS Group or the parties concerned:

a) Fraud or fraud; or

b) other matters which cannot be excluded or restricted by the applicable law;

9.2: As per the provisions of the preceding paragraph, to the extent permitted by the applicable law (the governing law):

a) In no event shall the HacPAS Group or the parties concerned be liable for the following:

i) indirect or consequential losses, or

ii) breach of contract, tort (including negligence), breach of legal obligations, these Terms of Service or service despite the fact that HacPAS Group's authorized agent or related party knew or should have known the possibility of such damages. Liability for loss of profit, business opportunity, revenue or goodwill in all cases arising from the licensed or unauthorized use of

b) The total liability of all defaults, torts, or other (including liability for negligence or omission) in connection with one or more accidents arising out of or in connection with the performance of the obligations of the HacPAS Group and the parties involved in these Terms The total net amount of cryptocurrencies received by HacPAS from you for transaction fees related to the use of this trading platform during the 6 months immediately preceding date or during the 6 months immediately preceding the date of the first incident in which a claim filed under these Terms occurred during a series of serial incidents. Limited to.

## 10. Calculation

10.1: All calculations performed by the trading (trading) engine of this trading platform represent the final values verified by HacPAS. As stated in Article 7, HacPAS Group does not guarantee that the use of the trading platform will be discontinued or that there will be no errors.

## 11. Termination and remedy for your breach of these Terms

11.1: The HacPAS Group may exercise legal and equity laws, including, but not limited to, the right to restrict, suspend or terminate your account or to deny access to your trading platform for violations of these Terms and Conditions without notice. We reserve the right to seek all remedies.

a) The HacPAS Group may disclose information to law enforcement agencies' inquiries (including, but not limited to, your identity and personal information), regardless of whether such inquiries are mandatory under applicable law.

## 12. Keep it confidential

12.1: You promise not to disclose or disclose any confidential information that may be acquired in the course of using the trading platform to others.

12.2: In these Terms, "confidential information" means confidential, trade secret, or proprietary information, any written information (in electronic form) that is clearly identified as confidential when disclosed, or that may be considered confidential in the circumstances surrounding the disclosure by any reasonable person. (Including information provided) or verbal information. Notwithstanding the above, Confidential Information does not include:(i) Information you already know before obtaining from us; (ii) information that is already publicly known or that has become publicly known by your unfair conduct; (iii) Information duly obtained from third parties without knowing that you have violated other relevant confidentiality obligations; (iv) Information independently developed by you. The confidentiality obligations under this section do not restrict you from disclosing Confidential Information to any person or entity set forth below. (A) Third parties subject to our written permission; Or (B) where the competent courts, tribunals, governments, administrative or regulatory bodies are required to meet the powers or demands, provided with prior notice to HDR to the extent permitted by applicable law.

### 13. Restrictions on Waiver

13.1: Failure or delay by HacPAS Group to enforce or exercise any right to these Terms and Conditions shall not be deemed a waiver of those rights.

### 14. Force Majeure

14.1: Neither party is liable for delays in the performance of its obligations due to reasons beyond the reasonable control of the parties, such as natural disasters, riots, wars, acts of malicious damage, fires, blackouts, government powers and laws.

### 15. Article independence

15.1: Even if any of the provisions of these Terms and Conditions have been found invalid, unenforceable or unlawful by the court, the validity and enforceability of the other provisions shall not be affected. In the event of any provision that you believe is unenforceable, you agree to make changes

by HDR to have the purpose of enforcement of the provision, to the extent permitted by applicable law.

## 16. Governing Law

All matters concerning these Terms and any non-contractual obligations arising in connection therewith will be governed by and interpreted in accordance with British law. The International Business Enterprises Act 1994 is the main standard setting legislation in the Republic of Seychelles.

## 17. Dispute Resolution

Subject to applicable laws applicable to your jurisdiction, the courts of the United Kingdom will have non-exclusive jurisdiction to settle any disputes arising out of these Terms (this is a dispute over the formation and validity, termination of these Terms, and the consequences of invalidation). And disputes regarding non-contractual obligations arising out of or relating to these Terms).

# Privacy policy

This notice has been written in the English language and in case of inconsistency, inconsistency or ambiguity between translations, the English version will prevail.

Summary of Privacy Policy

Scope of application of this policy

Range of personal information processed by us

Scope of personal information provided from third parties

How we use the information we collect and the legal basis for using it

Fully automated decision making that can have a significant impact on you

Processing in accordance with our legitimate interests

Withdrawal of consent or denial of marketing activities

Where is this personal information shared with whom?

Your rights

How long does the HacPAS Group retain this information?

Cookies and related technologies

External link

Changes to this policy

Inquiries about personal information

Effective Date: March 13, 2020

Summary of Privacy Policy

We respect your privacy and are committed to protecting your personal information in accordance with the protection policy of this policy.

We only use your personal information to provide, improve and operate the BitMEX trading platform, to fulfill the Terms of Service for OTEX users, and to comply with regulations.

This information may be shared with our partners, and may be shared if we have a good faith belief that it is necessary to comply with regulatory investigations or requirements.

Our Privacy Policy sets out more details about the processing of your personal data, including details of your data protection rights and your right to veto specific data processing policies.

#### Scope of application of this policy

This notice is provided by HacPAS Global Limited and its affiliates (hereinafter referred to as "HacPAS Group", "we" or "us") to collect your personal information in connection with the OTEX website, apps and other services (including API services). , It defines how to use and share (ie, "process")

In addition, this notice sets out your rights with respect to your personal data (in accordance with applicable law), such as the right to refuse to the processing of data carried out by the HacPAS Group. More information about your rights and how to exercise them is set out in the chapter on "Your Rights".

#### Range of personal information processed by us

We process your personal data when you access and use us, our websites, apps and other services (including API services). This includes the following items:

Your full name, email address/username, password, and other login/security details (e.g. app passcode, two-factor token seed record, public PGP key), and login record;

Your payment details / cryptocurrency wallet address;

Your account and portfolio details, such as real-time and past order history, transaction history, and positions and balances;

Account preferences including site announcements, sound, pop-up notifications for confirmation, and leaderboard preference pages;

Any personal information you submit for identification purposes and the location information you have notified and the geolocation of the IP address to which you are connected; Marketing and other communications preferences and any agreements you give us;

Information relating to the device or browser you use to access our website or app, as well as information about which features of the website/app are popular or that have problems that we need to correct;

The content and details of the message you posted in the chat room (trollbox) (eg: date) or a message sent to us (eg: customer support inquiry); And customer support announcements and other related records.

When we collect personal information from you, we aim to mark that information as optional or required through a form. However, the provision of personal information is a general requirement, especially if you need to create an account, make a transaction and verify your identity as needed: if the relevant information is not provided, we will provide you with the aforementioned activities and the services you expect. I can't provide them. You are not obligated to provide your full name when creating an account, but the ability to verify your identity afterwards may be limited, such as when you try to recover your account due to forgetting your password.

We do not collect fingerprints, facial recognition data or other biometric information. When you enable biometric security (such as fingerprint or facial ID login), biometrics are handled independently on your device and not on us. We may collect photos of you and a photo of the identification card that you have provided with our identity verification (KYC).

Scope of personal information provided from third parties

We are provided with personal information when our affiliates refer you to us (for example, we receive information about the services you have used and information that links you). We will receive confirmation from OTEX's own e-mail that you have successfully authenticated using the KYC registered in the service. Third parties may perform website monitoring, such as finding stolen usernames and passwords on our behalf. Our communication service providers may provide us with information about your use of social media in order to enable better personalized communication with you. We are provided with transaction records from other exchanges and trading platforms to monitor exchange rates and market performance. Finally, we may provide information about individuals to some authorities that want access to user-related information, or to organizations that can access it with a legitimate request for information in some circumstances.

How we use the information we collect and the legal basis for using it

We process personal data we collect for the following purposes:

To fulfill (or take action in connection with) a service contract with you, this includes:

Account creation;

Identification, if necessary;

For receiving deposits and fees and paying withdrawals

To allow you to make transactions, manage and close your account and transaction details, and automatically freeze assets / liquidate cryptocurrencies in accordance with our policies and terms of service

Communication with you; And

To provide customer service

When it is necessary for HacPAS Group or a third party to conduct business and pursue other legitimate interests, in particular:

To provide the service you requested;

View how our websites and apps are used, test alternative versions (run OTEX testing and "beta" version models) and monitor website and app services by reflecting user feedback and comments on their use And to improve and protect it;

To personalize our websites, apps and services;

To aid third party monitoring and investigation by posting de-identified information about market data, including transaction records, on <https://OTEX.io>;

To prevent, investigate and/or report offenses such as spam, impersonation, security incidents or crimes (fraud, etc.) in accordance with applicable laws (applicable laws), and to monitor for consultations with authorities who wish to do so;

To investigate complaints received from you or other users;

For legal demands, compliance, regulatory or investigation purposes (including facts relating to legal proceedings or litigation); And

Market research, to engage individuals. If you give your consent (to the extent that consent is required):

We provide you with marketing information relating to our related products and services, or other products and services provided by us and our then-affiliated partners.

We set cookies based on our cookie notices and other information provided to you, and use email activity monitoring and other similar technologies.

In other cases where we seek consent, we will use the data for the purposes specified at that time.

Especially when required by law, That is, it is handled at the request of the relevant courts and public authorities conducting the investigation.

Fully automated decision making that can have a significant impact on you

In accordance with the service documentation and terms of service on our site, our trading platform implements certain automated processing based on the information in your trading position and account.

Additionally, other important automated decisions that use your personal data may be used to protect your account and comply with our Terms of Service. In particular, if you try to log in in a restricted service area where our service is restricted, your account may be locked automatically, and you can unlock it by contacting our customer support team. As part of the release process, you may be asked to provide identification and/or proof of location outside the restricted service area. While your account is locked, you cannot check positions, trade and place orders.

The use and activity of the API is monitored to protect our systems and maintain our terms of service. Depending on your API usage and transaction activity, you may use automated decisions to manage your account's API access or permission to restrict (this may include restricting or blocking access and activity to your account).

Processing in accordance with our legitimate interests

To the extent required by law, we aim to conduct comparative sentence testing when, as described above, important data processing activities are justified on the basis of "justified interests".

## Withdrawal of consent or denial of marketing activities

You can always withdraw your consent, even if you have given your consent and there are legal grounds to process your data for other purposes as set out above. In certain cases, marketing-related information may be sent or displayed without your consent. You have the absolute right to refuse marketing and marketing profiling at any time. You may perform the above actions by e-mailing, changing your account settings, or by contacting us as set out below.

## Where is this personal information shared with whom?

We share your personal information with HacPAS Group affiliates, who will help us improve our services, run our business, and comply with our legal obligations and related third party demands. .

Personal information may be shared with affiliates who have referred you to our site (to successfully track referrals) or provided to affiliates for promotion or co-branding service integration. Information about past transactions may be shared with other trading platforms and exchanges. Personal information may be shared with courts or public institutions as described above when requested to provide information, required by law, or required for legal protection of the legitimate rights and interests of us or third parties.

Employees or entrusted persons may also have access to personal information and may be shared with third-party service providers who will do business on our behalf for the purposes described above. In particular, we use third-party websites and database hosting (primarily Amazon Web Services), web and app analytics.

In the event of a merger or sale of us with another company, details relating to you may be disclosed to the advisors involved in the merger or sale of our company, to the prospective advisors, and to the new owners of the business.

If personal data is transmitted to the UK or European Economic Area (where operational or remote personnel are located) or to an international organization and such destination is determined not to be subject to "appropriate determination" by the European Commission or other relevant authority (at that destination essentially Where we can't expect to provide the same privacy protections as the EEA), such personal data is a standard contract approved by the EU, except in very limited cases (one-time legitimate transfers to organizations that do not provide such protections). It is protected by provisions or by the consignee's "binding corporate rules". Further details can be obtained upon request using the contact information set out below.

For more information on affiliates, please [click here](#).

#### Your rights

In accordance with applicable law (especially whether the laws of the UK or the European Economic Area apply) you have the right to request from us a copy of your personal information you have provided to us (in relation to the terms and conditions entered into with us or your consent), and that personal information You may modify, delete, restrict, request to transmit in a structured, machine-readable format, or request forwarding to another entity (sharing information).

In addition, applicable laws (applicable laws) may, in some cases, provide you with the right to object to the processing of personal data about you (especially if you do not need to process information to meet contracts or other legal requirements). Or if we use the information for direct marketing).

You have the right to challenge the outcome of a material automated decision. This must be emailed to us within 3 business days of the decision date and we will review it.

Even if these rights apply, for example, in the fulfillment of your request, the personal information of others is exposed, the rights of others or legal entities (including our rights) are violated, or the data we are required to keep by law are deleted. Requests to be made or changed may be limited (or if there is a legitimate interest in maintaining an existing state). Upon your request, we will notify you of our relevant disclaimer.

If you would like to exercise one of these rights or obtain other information, such as a copy of a legitimate interest-related comparative sentence, you may contact us through the details below. If the objection you requested is not resolved, you generally have the right to file a petition, etc., to regulatory authorities under applicable law. For example, in the European Economic Area, you can file a complaint with the data protection authorities where you live or work, or where the violation occurred.

How long does the HacPAS Group retain this information?

When we process personal data through a contract with you, we retain the information for 6 years from the last connection with you.

When processing personal data for marketing purposes or with your consent, we will only process the data for a short period of time (so that your request can be fulfilled) in response to your request to stop. We also keep a record of such requests indefinitely so that we may fulfill your request in the future.

If personal information is processed for the purpose of site security, it is kept for 3 years.

Longer retention periods may apply if continued access to records is an important factor in advocating our legal rights or if the law requires that information be retained for a certain period of time.

#### Cookies and related technologies

We use cookies (and locally stored objects, collectively referred to as "cookies"), web beacons/tags, and other relevant approaches to collect information about your use of the website. Cookies are small pieces of information that a web server sends to a web browser to enable certain functions or analysis. Specifically, we use the following items:

#### Essential Cookies

These cookies are essential cookies for you to navigate the website and use the functions of the website.

In the absence of such a cookie, we are unable to provide what you requested, such as remembering your login details or trading orders.

In addition, we use these cookies to balance the traffic of multiple servers and respond to high traffic from all users.

#### Performance cookie

These cookies collect information about how users use our website. For example, these cookies allow us to learn about how customers have entered our site and how they use our site, in areas such as navigation, transactions, customer support, and marketing. It can be used to find areas for improvement, such as.

#### Functional Cookie

These cookies remember your choices, such as the country, language and search range you are visiting. It can be used to provide an experience that is more suitable for your choice.

#### Targeting or advertising cookies

These cookies collect information about how you use the internet in order to serve you ads that are more relevant to you and your interests. It is also used to limit the number of times you watch ads and to help measure the effectiveness of your advertising campaigns. These cookies are usually installed by third party advertising networks. These cookies remember the websites you visit, and that information is shared with other third parties,

such as advertisers.

#### Social media cookies

These cookies allow you to share what you have done on the website through social networking services such as Facebook and Twitter. Please refer to their respective privacy policies for details on how cookies work and control them.

#### Web beacons, tags

Some of our web pages, emails, or some apps may contain electronic images or computer code that allows us to learn more about how our websites and apps are used (such as the performance cookies described above). These “web beacons” and “tags” collect only limited information. Our app currently uses small snippets from Segment.com and Sentry.io to help analyze information. We may also handle web beacons installed by third party advertisers.

#### Control the technology

To delete cookies, please check your browser or device settings (and help page) for instructions on how to delete cookies. Your browser or device may provide tracking control for items other than cookies, such as beacons or tags.

Please note that clearing our cookies and disabling our cookie functionality in the future, especially disabling the “essential cookies” mentioned above, may prevent you from accessing certain areas or features of our site.

#### External link

Our websites and apps only display external links that are of high quality, safety and relevance, but users should always exercise caution before clicking links to websites or apps other than HacPAS Group. We have no control over the content of these websites and apps, nor can we verify their endorsement or authenticity. The third party providing the link will do business in accordance with that third party's policies, including separate policies for privacy and personal information, so you should familiarize yourself with their policies and processing practices before using the website or app.

#### Changes to this policy

We may revise this Privacy Policy from time to time. We will take steps to notify users of any material changes to this policy by notifying the website or app. If you continue to use BitMEX websites, apps and other services (including API services), the updated Privacy Policy applies.

#### Inquiries about personal information

If you have any questions about how we process your information or if you would like to exercise any rights (direct marketing denial), please contact your OTEX manager.

