

## WEBSITE TERMS OF USE

***Last Updated: February 15, 2019***

Please read carefully these Website Terms of Use (hereinafter – the «**Terms**») before using a website <https://oilwellcoin.io/> (here in after – the «**Website**»). If you do not agree with these Terms, you may not access or use the Website or any other mobile applications and online services of the Company.

### **1. GENERAL PROVISIONS**

These Terms are legal agreement between you as the user of the Website (hereinafter – the “**User**”) on the one part, and the website owner, Hadius Pro Marketing Pte. Ltd. a company registered under the law of Singapore with company number 201825916Z; Postal address: (Singapore, #14-02 11 Collyer QUAY, (hereinafter – the “**Company**”), on the other part. By accessing or using the Website or any other mobile applications and online services of the Company, you will be bound by these Terms and all terms incorporated by reference. If you do not agree to these Terms, you may not access or use the Services.

All instructions, published on the Website constitute integral parts of the Terms.

You agree to use the Website in strict compliance with these Terms and applicable law.

The Company reserves the right to change, modify, add or remove provisions of these Terms at any time for any reason. Such changes shall be effective immediately upon posting them on the website. You acknowledge that by accessing the Website after we have posted changes to these Terms, you are agreeing to the modified provisions.

The Website is used for information purposes and for personal and non-commercial use only.

The Website can be used by legally capable persons over 21 on their own free will. Shall any section of the Website have an additional age restriction, such age restriction will be indicated directly on such section.

By accessing and/or using the Site, you affirm that you are of legal age to enter into these Terms or.

Using the Website you shall comply with the Rules of Conduct, defined in Exhibition A hereto, which is the integral part of these Terms.

### **2. OUR CONTENT**

The Company may make available via the Web-site content, including, but not limited to, information, any texts, images, video and audio files, software, applications (together referred to as “**Content**”). The Content of the Website can be changed any time and the Company shall not hold liability for any of such changes. The Content provided by the Company of the Website does not create any obligations to the Company.

### **3. INTELLECTUAL PROPERTY RIGHTS**

All components of the Website and the Website as a whole belong to the Company and are protected by the legislation on intellectual property rights protection. All rights reserved.

You acknowledge and agree that all content and materials available on the Website are protected with, including, but not limited to copyright, trademarks, trade secrets. The reproduction, copying, or redistribution for commercial purposes of any materials or elements of the Website without the written permission of the Company is strictly prohibited.

Except as specifically defined by the Company, You agree not to commit acts that violate the intellectual property rights of the Company, including, but not limited to selling, importing, exporting, licensing, leasing, modifying, distributing, copying, reproducing, transmitting, publicly displaying, publicly performing, publishing, adapting, editing, or creating derivative works from materials, design elements, or content of the Website. Use of the content, materials, and other objects of intellectual property rights of the Company for any purpose not explicitly stated herein is strictly prohibited.

### **4. THE CONTENT YOU SHARE**

By sharing the content through the Website you acknowledge that such content may be publicly accessible.

You give the Company non-exclusive, transferable, royalty-free, perpetual, irrevocable right to use in any way (including editing, modifying, translating), as well as transmit and display the content you share through the Website.

These submissions and certain other information about users are subject to our privacy policy.

Users are at all times solely responsible for their own User Submissions and for the consequences of posting or publishing them.

## **5. CONFIDENTIALITY**

By accessing and/or using the Website, you hereby consent to the collection, storage, use and disclosure of your personal data in accordance with the applicable law.

The relations of the parties hereto specifically pertaining to privacy practices shall be governed by the Privacy Policy, as defined in Section 10 of these Terms.

## **6. LIABILITY OF THE PARTIES**

For non-performance or improper performance of their obligations hereunder, the Company and you shall be liable in accordance with applicable law, unless otherwise provided hereby.

You shall not violate or attempt to violate the provisions of these Terms. If the Company in its sole discretion determines that you have violated or attempted to violate these Terms, your access to the Website may be terminated. The Company reserves the right to report violations committed by you to the authorized government bodies.

Hereby you agree to indemnify and hold the Company harmless from any claim by any third party due to or as a result of breach by you of these Terms and the provisions of documents to which they refer, as well as in case of breach by you of any law or the rights of a third party.

## **7. DISCLAIMERS AND LIMITATION OF LIABILITY**

You agree that you use the Website in your own risk. The Company does not warrant the accuracy and completeness of the information available on the Website. The Company does not warrant that the operation of the Website will be uninterrupted, error-free, authentic or without malicious programs or other defects.

If you are not satisfied with the conditions and/or quality of the Website, you must stop using the Website. Using of the Website shall mean that you have no claims against the Company.

The Company shall not be liable for any damage, loss (direct, indirect, incidental) and loss of profit, resulting from the access of the use of the Web-site.

The Company shall not be liable for any damage, loss (direct, indirect, incidental) and loss of profit related to the use of the Content of Website.

We do not promise that this site, not any information, content or materials made available through this site, will be accurate, reliable, complete, error free, authentic or compatible with any particular hardware or software, without limiting the foregoing, the company and its officers, employees, agents, representatives, licensors and providers make no representation or warranty:

- regarding the statements, acts or omissions of any third parties;
- that the Website and/or any of its features will be available on a timely basis, or that access to this site and/or any of its features will be uninterrupted or secure;
- that defects or errors will be corrected; or
- that the Website or the servers or networks through which the site is made available are secure or free of viruses or other harmful components.

## **8. APPLICABLE LAW AND DISPUTE RESOLUTION**

You agree that these Terms and the relationship between you and the Company shall be governed by the laws of Singapore.

The Parties shall endeavor to resolve through negotiations all disagreements that may arise between the Company and you during the validity term hereof.

You agree that for the purposes of resolving disputes between you and the Company e-mail correspondence with the authorized persons of the Company at: <https://oilwellcoin.io/> shall be effective and binding means of communication.

If the parties fail to reach an agreement on the dispute within 30 (thirty) calendar days, the dispute shall be submitted to the competent court under the laws of Singapore.

## 9. PRIVACY POLICY

As used herein, “**Personal Information**” is the information that specifically identifies an individual and information about that individual's activities, such as information about his or her use of the Website, when directly linked to personally identifiable information.

As used herein, “**Aggregated Information**” shall mean the combined from several sources information. This Privacy Policy regulates collection, storage, use, and disclosure of the your Personal Information. By registering on the Website, you accept this Privacy Policy and consents to the collection, storage, use, and disclosure of your Personal Information in accordance with this Privacy Policy and laws of Singapore.

The Website are directed to individuals who are permitted to share their Personal Information without parental consent and we request that other individuals (including individuals under the age of 21, as stated in paragraph 1.7) not provide Personal Information through the Sites.

You may visit public sections of the Website without disclosing your name or any personal information; therefore, all those, who use the public sections of the Website can remain anonymous unless they decide to register on the Website.

While you register on the Website, the Company may request you to provide data, which are necessary for the provision of services and use of the Website.

This information shall be included into your account, through which you use the Website.

Other Website's users have access to the information you chose to share in your account.

Personal Information may be collected, including:

- through the Website;
- offline (e.g. contacting customer service);
- through online tracking;
- from other sources (e.g. public databases; joint marketing partners; social media platforms);
- mobile usage;
- through your browser or device (MAC address, computer type, screen resolution, operating system name and version, device manufacturer and model, language, Internet browser type and version, service provider);
- through server log files (IP address);
- using cookies, pixel tags, web beacons, clear GIFs or other similar technologies;
- by aggregating information.

The Company shall be entitled to collect the following information about you:

- e-mail address,
- full name;
- date of birth;
- postal address;
- telephone number (including home and mobile phone numbers);
- email address;
- credit and debit card number;
- your image;
- social media account ID;
- country of residence;
- sex;
- family related information;
- other information.

Other information, that may be collected includes:

- browser and device information;
- server log file information;
- information collected through cookies, pixel tags and other technologies;
- app usage data;
- demographic information;
- location information;

- aggregated information.

You can review, edit, and delete your Personal Information in your account.

Additionally, the Company collects some data automatically, namely information about devices (including mobile devices), which you may use to access the Website, IP-address of your devices, used browser and operating system, date and time of your access to the Website. This facilitates the work and the use of the Website.

The Company may at its own convenience request you to provide document in order to verify your identity, warn, detect, and prevent fraud and illegal activities.

If you submit any Personal Information relating to other people to us or to our service providers in connection with the Website, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

Your Personal Information may be stored and processed in any country where we have facilities or service providers, and by using our Website you consent to the transfer of information to countries outside of your country of residence, which may provide for different data protection rules than in your country.

The Company does not sell, provide on lease or share any Personal Information to third parties.

The Company may disclose your Personal Information to enforce and comply with the law.

On official request, the Company may disclose to officials information necessary for the investigation or legal process.

You agree that your Personal Information may be disclosed:

- to our affiliates for the purposes described in this Privacy Policy.
- to our third party service providers who provide services such as website hosting, data analysis, payment processing, order fulfillment, IT services, customer service, email delivery services, credit card processing, auditing services and other services, to enable them to provide services.
- to our third-party strategic partners with whom we may enter into a contractual relationship.
- to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings).
- as we believe to be necessary or appropriate:

(a) to comply with applicable law;

(b) to respond to requests from public and government authorities;

(c) to protect our rights and interests, and/or that of our affiliates, you or others; and

(d) to allow us to pursue available remedies or limit the damages that we may sustain.

Immediate access to Personal Information is allowed only to the Company's authorized employees involved in the Website maintenance. Such employees shall strictly keep confidentiality of and prevent unauthorized third party access to Personal Information.

Special measures are implemented in the Website to ensure safety and protection of your Personal Information from loss, misuse, unauthorized access, use, disclosure, amendment or destruction.

The Company reminds you that no existing data transmission methods can be guaranteed to be 100% secure. Therefore, despite all safety measures implemented, the Company cannot fully guarantee integrity and safety of the information and data.

The Company shall not be responsible for unlawful acts of third parties, hackers, intruders, and other offenders of applicable legislation that can violate provisions of this Privacy Policy and try to collect, either fully or in part, your Personal Information and to use it for personal advantages.

To review, correct, update, suppress, delete or otherwise limit our use of your Personal Information that has been previously provided to us, please email, call or write to us using the contact information listed below in the "Contacting Us" section (Section 12) and clearly describe your request.

In your request, please make clear what information you would like to have changed, whether you would like to have your Personal Information suppressed from our database or otherwise let us know what limitations you would like to put on our use of your Personal Information.

## 10. COOKIES POLICY

The Company shall use cookies, web beacons, unique identifiers, and similar technologies to collect information about the pages you surfed, the links you clicked, and your other actions related to visiting and using of the Website.

The Company shall have the right to use cookies, web beacons, unique identifiers, and similar technologies for storing information to make using of the Website more efficient, fast, and safe, to improve the functioning of the Website, as well as to provide advertising adapted to your interests.

You may block, delete, or disable these technologies if your web-browser or device allows this.

## **11. FINAL PROVISIONS**

These Terms shall remain in force until terminated by the Company.

You may stop using the Website at any time. You shall be deemed to have stopped using the Website, if you do not visit the Website for more than 90 (ninety) consecutive calendar days.

The Company may terminate these Terms at any time at its own convenience without explaining the reasons of this decision.

The Company shall have the right to amend or supplement these Terms, including the Privacy Policy section at any time without notice by posting a new version of the Terms on the Website. The new version of the Terms shall enter into force on the date of its posting on the Website, unless otherwise provided in the new version of the Terms.

You shall regularly check the «Terms of Use» link on the corresponding page of Website to view the then-current Terms.

If any questions have not been regulated by these Terms, they shall be regulated under the applicable law.

## **12. CONTACTING US**

Should you believe that any materials available on the Website infringe your rights, third-party rights, or are offensive, you may notify the Company.

Should you have any questions concerning the Terms or the Website, please contact us as follows: You may email us at: [support@oilwellcoin.io](mailto:support@oilwellcoin.io)

You may send mail to the following postal mail address:

Attn: Singapore,

#14-02 11 Collyer QUAY

Please note that email communications can not be guaranteed to be secure. Thus do not include any sensitive information in your emails to us.

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## **EXHIBITION A RULES OF CONDUCT**

Using the Website, you agree to comply with the following Rules of Conduct. These Rules of Conduct may be changed any time by the Company.

You shall not share through the Website the following information:

- any unlawful, threatening, defamatory, obscene, scandalous, deceptive, fraudulent, tortious, obscene, pornographic, inflammatory, profane or infringing material or any other material that could constitute or encourage violation of the law;
- any harmful or invasive computer code, file, or program;
- any unsolicited or unauthorized advertising or any form of solicitation; and
- any material non-public information about the Company without the proper authorization to do so.

Also you shall not:

- use the Website for any fraudulent or unlawful purpose;
- use the Website to violate in any way the legal rights of others;
- interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available;
- in any way restrict or inhibit any other person from using the Website;
- exploit the Website or any section of it or the Content for any commercial purposes;
- remove any copyright, trademark or other proprietary rights notice from the Website or materials originating from the Website;
- frame or mirror any part of the Website without the Company's express prior written consent;
- use any manual or automatic device to in any way reproduce or circumvent the navigational structure or presentation of the Website, without the Company's express prior written consent.