

TERMS AND CONDITIONS OF BITBON TRANSFER SERVICE IN THE BITBON SYSTEM

*These Terms and Conditions shall apply exclusively to the activity of the Company's Customers and establish the procedure, terms and conditions for using the **Bitbon Transfer Service** in the **Bitbon System** by means of "Account" functionality provided by the Company.*

The right to interpret the provisions of these Terms and Conditions as well as the right to change the interpretations belongs exclusively to the Company. Any other interpretation of the Terms and Conditions given by the Customer or non-compliance with these terms, conditions and procedure shall be unacceptable.

*The **Bitbon Transfer Service** is a software complex, which allows you to transfer **Bitbons** between the Assetboxes of the **Bitbon System Users** using "Account" functionality.*

To make a transaction, you should specify the minimum number of parameters. The transaction is processed automatically and without delay.

1. TERMS AND DEFINITIONS

1.1. Company means the party to the Customer Agreement that provides services to the Customer.

1.2. Bitbon System User means a natural person or a business entity that directly performed an action, which caused an event within the **Bitbon System**.

1.3. Bitbon System Participant means a **Bitbon System User** that uses **Bitbons** to conduct his/her activity in the **Bitbon System**.

1.4. Customer means the party to the Customer Agreement, a natural person or a business entity that uses services provided by the Company and that can be the **Bitbon System User**.

1.5. Account means technological and interface solutions offered by the Company on the official Company website to enable the Customer to take full advantage of his/her rights and obligations under the Terms of Use. "Account" enables the Company to identify the Customer, and the Customer — to use all Company's products and services available in his/her "Account".

1.6. Bitbon Transfer Service means the functionality provided by means of "Account" to transfer **Bitbons** from the Assetbox of one **Bitbon System User** (Sender) to the Assetbox of another **Bitbon System User** (Recipient).

1.7. Sender means the **Bitbon System User** that initiated the transfer in the **Bitbon System**.

1.8. Recipient means the **Bitbon System User** to whose Assetbox in "Account" the Transfer Amount will be credited in the **Bitbon System**.

1.9. Transfer Amount means the **Bitbon** amount in the Assetbox of the Sender, which he/she specified in order to credit to the Assetbox of the Recipient as the corresponding transfer parameter in the **Bitbon System**.

1.10. Electronic Signature means a set of data received on the basis of cryptographic algorithms, which provides an opportunity to confirm the transfer and to identify the Sender.

1.11. Protection Code means the transfer parameter, which the Sender specifies and which the Recipient should enter when accepting the transfer in the **Bitbon System**. This parameter constitutes a set of digits from 3 to 10 characters. The Sender provides the Recipient with the Protection Code in any convenient way taking into account all security measures in order to prevent a third-party access to the Protection Code.

1.12. Validity Period of the Protection Code means the transfer parameter intended to determine the period after which the Recipient will not be able to accept it, and the Transfer Amount will be returned to the Assetbox of the Sender in "Account".

1.13. Account means a collection of User data necessary for his/her authentication and for

providing access to his/her personal details, settings and the system functionality.

1.14. Full Registration means the process when the Company confirms (verifies) the Customer's identity by using electronic and, if necessary, certified paper copies of documents provided by the Customer that confirm his/her identity and residential address.

1.15. Assetbox means a record (cell) with a unique alphanumeric identifier created by the **Bitbon** System User in the Blockchain for storing his/her own Digital Assets and transferring them to other **Bitbon** System Users as well as for receiving Digital Assets from other **Bitbon** System Users.

2. GENERAL PROVISIONS AND PRINCIPLES

2.1. These Terms and Conditions establish the procedure, terms and conditions for the Company to provide and for the Customer to use the **Bitbon** Transfer Service in the status of the **Bitbon** System User as well as the relevant rights and obligations of the parties.

2.2. The **Bitbon** Transfer Service is a service for transferring **Bitbons** from the Sender's Assetbox in his/her "Account" to the Recipient's Assetbox in his/her "Account" in the **Bitbon** System by filling in the parameters of the established form in the section of "Account".

2.3. The **Bitbon** Transfer Service enables all **Bitbon** System Users to initiate or accept transfers in the **Bitbon** System at any time by means of "Account". To make the transfer in the **Bitbon** System, the Sender should complete the Full Registration and obtain the appropriate Account level as well as confirm that he/she has read all of the Company's Legal documents.

2.4. Information on funds transfers that have been received or sent is provided to the Customer in "Account" sections on the official Company website as well as in the blockchain statistics in the **Bitbon** System.

3. CREATION OF TRANSFER

3.1. Only the Customer who has completed the Full Registration, obtained the relevant Account level, confirmed that he/she has read the Terms of Use, and consequently, accepted all the provisions, can make the transfer by means of "Account" functionality.

3.2. The Company establishes the following procedure for creating the transfer:

3.2.1. In the "Account" section "**Bitbon** Assets/**Bitbon** Transfer", fill in all the mandatory parameters of the established form:

- Assetbox of the Recipient;
- Protection Code;
- Validity Period of the Protection Code;
- **Bitbon** Amount.

3.2.2. Confirm that you have created the transfer with the specified parameters.

3.2.3. Complete the authentication process, i.e., confirm the creation of the transfer.

3.3. The transfer can be made only to the Customer's Assetbox in his/her "Account", which matches the specified Assetbox of the Recipient. The Company notifies its Customers that the Sender must specify the Assetbox of the Recipient with unlimited accuracy, as the Company shall bear no responsibility for any mistakes made by the Sender when specifying any parameter of the transfer.

3.4. The Sender is entitled to cancel the transfer by means of his/her "Account" functionality in the "**Bitbon** Assets/My Transfers" section before the Recipient accepts it.

3.5. The Company notifies its Customers that, after the Recipient accepts the transfer, the transaction becomes irreversible, and the transfer cannot be cancelled.

3.6. The Protection Code and the Validity Period of the Protection Code are additional security measures of the Transfer Service. The Protection Code is used to confirm the receipt of the transfer by the Recipient and should be transmitted to him/her by the Sender in any convenient way taking into account all necessary security measures. As soon as the Validity Period of the Protection Code



expires, the Recipient will lose the opportunity to receive the transfer, said transfer will be cancelled, and the Transfer Amount will be credited to the Sender's Assetbox in his/her "Account".

3.7. The Transfer Amount is limited by the **Bitbon** amount available in the Sender's Assetbox in his/her "Account" when creating the transfer, including possible commission. If a commission is established at the moment of creating the transfer according to the terms of the Transfer Service, then the commission amount is determined according to these Terms and Conditions, calculated and provided to the Sender while filling in the parameters of the established form for the initiated transfer.

3.8. The transfer is available to the Recipient in his/her "Account" upon his/her authentication.

4. RECEIVING TRANSFER

4.1. The incoming transfer can be received in the "Account" section "**Bitbon** Assets/My Transfers".

4.2. The opportunity to receive the incoming transfer is available only for the transfers that have not been cancelled by the Sender, provided that the Recipient has specified the valid Protection Code, which corresponds to the transfer, and only until the Validity Period of the Protection Code expires.

4.3. The transfer is automatically cancelled if the Validity Period of the Protection Code has expired, and the allowable number of attempts to enter the Protection Code has been exceeded. The Company informs its Customers that the Recipient must enter the Protection Code, which has been sent to him/her by the Sender, with unlimited accuracy, as the Company does not bear any responsibility for any mistakes made by the Recipient while accepting the transfer.

4.4. The Recipient has the right to refuse to receive the transfer at any time before he/she accepts it or before the Sender cancels the transfer. In this case, the Transfer Amount will be automatically returned to the Sender's Assetbox in his/her "Account".

4.5. The Company informs its Customers that, after the Recipient has accepted the transfer, the transaction becomes irreversible, and the transfer cannot be cancelled.

4.6. The Transfer Amount is credited to the Recipient's Assetbox in his/her "Account" immediately after he/she has accepted the transfer.

5. SECURITY PROVISIONS

5.1. The Company notifies its Customers that the Transfer Service creates and executes the transfer only after its authentication.

5.2. By accepting the provisions of these Terms and Conditions, the Customer shall:

- undertake to keep confidential and not to disclose the access identifiers to his/her "Account" (login and password) to third parties;
- understand the risk of potential financial losses caused by the third party access to his/her "Account";
- undertake not to save the access identifiers to his/her "Account" when using a device, which does not belong to the Customer or to which unauthorized access by third parties is possible;
- undertake all possible measures to prevent introduction of malicious software, which may be used by third parties to obtain the access identifiers to his/her "Account";
- undertake to immediately notify the Company in any convenient way if he/she detects any signs of unauthorized access to his/her "Account".
- undertake to transmit the Protection Code to the Recipient via secure channels without involving third parties.

5.3. The Company reserves the right to consider any actions performed in the Customer's Account as his/her personal actions. The Company does not accept any responsibility for the consequences

of actions in the Customer's Account, which has been accessed by third parties using malicious software or any other method of obtaining the access identifiers to the Customer's Account.

5.4. The Company informs its Customers that it takes all necessary measures to protect the Customer's details from unauthorized access by third parties.

5.5. The Company notifies its Customers that it reserves the right to unilaterally block the Customer Account and, consequently, the access to his/her "Account" when detecting the signs of fraudulent actions on the part of the Sender or the Recipient.

6. ADDITIONAL PROVISIONS

6.1. By accepting the provisions of these Terms and Conditions, the Customer confirms that he/she has accepted and agreed to the following documents: Risk Warning, Terms of Use, and other documents that regulate the Customer's activity and his/her interaction with the Company.

6.2. The Customer is responsible for any actions taken in his/her "Account" and his/her Assetboxes in his/her "Account". Thus, by accepting the provisions of these Terms and Conditions, the Customer confirms his/her consent that all the transfers created in his/her "Account" are initiated by him/her, and he/she is responsible for them.

6.3. The Company shall bear no responsibility for any mistakes made by the Customer when specifying the parameters of the transfer during its creation or confirmation that led to the transfer of an incorrect **Bitbon** amount, or for any mistakes made due to the incorrectly specified details. In such cases, the transfer is considered to be properly carried out by the Company and in full compliance with the provisions of these Terms and Conditions and other documents that regulate the Customer's activity and his/her cooperation with the Company. The Customer has the right to regulate further mutual payments with the Recipient of such a transfer. However, the Company, at its sole discretion, and only upon the Customer's request, can take reasonable and available measures to assist the Customer in finding and returning such a payment.

6.4. The Company undertakes to make every effort to provide the quality and timely **Bitbon** Transfer Service but cannot guarantee the absence of any failures during its provision.

6.5. The Customer fully agrees that the Company does not bear any responsibility for any negative consequences and the Customer's losses related to the provision of the Transfer Service by the Company.

6.6. Additional information on the terms of the Transfer Service provision in the **Bitbon** System is available on the official Company website. The Customer acknowledges that such information has the same legal force as these Terms and Conditions.

6.7. The Company reserves the right to cancel or block any transfer after detecting the signs of fraud or the fact of carrying out the transfer with the purpose of:

- financial frauds;
- purchase or supply of products leading to illegal activity;
- legalization of proceeds from crime;
- funds transfer to third parties.

6.8. The Company reserves the right to unilaterally supplement the prohibited purposes of carrying out the transfer and include them in these Terms and Conditions or the materials published on the official Company website. The Company notifies the Customer that he/she is solely responsible for observing the laws of the country in the territory of which the transactions using the Transfer Service in the **Bitbon** System are carried out.

6.9. In case of violation of the prohibitions described in Clause 6.8 hereof or an attempt to violate them, the Company reserves the right to:

- cancel the transfer;
- block the Customer Account;
- demand compensation or withhold the Transfer Amount or part thereof in favor of the Company in the form of penalties (administrative fee).



6.10. The Company notifies its Customers that it does not bear any responsibility for any direct or indirect losses, including lost profits, loss of reputation as a result of authorized and unauthorized use of the Transfer Service.

6.11. The provisions of these Terms and Conditions may unilaterally be amended or supplemented by the Company. The Company undertakes to inform the Customer of any changes to these Terms and Conditions by publishing news on the official website or in any other way (using “Account” functionality).