



TERMS OF USE OF BIT TRADE SERVICES

These Terms of Use constitute an electronic agreement between you (hereinafter the “User”) and BIT TRADE MARKETS OÜ, a company duly incorporated in Estonia (Registration number 14555301) (hereinafter the “Company”). The Company applies to your use of this website, all services, products and content provided by Bit Trade.

As used herein, the “Company” refers to BIT TRADE MARKETS OÜ, including but not limited to, its owners, directors, investors, employees or other related parties.

These Terms of Use are an important document, which the User must consider carefully when choosing whether to visit the Site and to use services, products and content of Bit Trade. Please read these Terms of Use carefully before agreeing to them.

The User is solely responsible for understanding and complying with any and all laws, rules and regulations of his/her specific jurisdiction that may be applicable to the User in connection with the use of all services, products and content of Bit Trade.

By accepting these Terms of Use, you agree with and accept all policies published on this website.

These Terms of Use shall apply exclusively to the activity of the Company’s Customer who has completed the registration on the official Company website, and establish the procedure, terms and conditions for using the products and services provided by the Company by means of the User’s “Account”.

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

The Company provides its registered Customers with access to the Company’s services and products by means of technical and interface facilities of “Account”. “Account” provides personal space to the Customer to perform his/her activity, and enables the Company to identify the Customer, and provide a list of all available services and products. The Customer’s registration is a compulsory condition to gain access to “Account” and involves the provision of the minimum information required for his/her identification.

IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT ACCESS THIS SITE AND DO NOT USE ANY OF BIT TRADE MARKETS OÜ SERVICES, PRODUCTS AND CONTENT.

1. TERMS AND DEFINITIONS

1.1. Capitalized terms used in these Terms of Use shall be interpreted in accordance with the definitions provided below:

1.1.1. Account means an account registered by the User on the Bit Trade Platform and functioning in the interests of BIT TRADE MARKETS OÜ.

1.1.2. Buyer means the User who submits an Order to buy Cryptocurrencies through the Trading Platform.

1.1.3. Commission means a fee charged by or on behalf of any third party (e.g. bank, non-bank financial institution, payment service provider, etc.).

1.1.4. Cryptocurrency: means peer-to-peer decentralized digital representation of value (e.g. Bitbon, Bitcoin, Ethereum, etc.).

- 1.1.5.** Deposit means a Transaction involving a transfer of Funds to the Account.
- 1.1.6.** Fiat Currency means government-issued currency that is designated as legal tender in its country of issuance through government decree, regulation, or law.
- 1.1.7.** Funds mean funds designated in Cryptocurrency and/or Fiat Currencies.
- 1.1.8.** Order means a User’s instruction to buy or sell Cryptocurrency on certain conditions.
- 1.1.9.** Platform means an environment created by the Company that allows trading Cryptocurrencies, Virtual Currencies and Fiat Currencies.
- 1.1.10.** Rollover Fee means estimated fee that is charged by the Company from the User’s balance to rollover a position for the next 4 hours.
- 1.1.11.** Seller means the User who submits an Order to Cryptocurrencies through the Trading Platform.
- 1.1.12.** Services mean all and any services provided by the Company.
- 1.1.13.** Site means the website of the Platform at www.bit.trade functioning in the interests of BIT TRADE MARKETS OÜ.
- 1.1.14.** Storage means the Company service, which includes storing of (i) balances (in Fiat Currency and/or in Cryptocurrency) from the abandoned Accounts, (ii) no longer supported Cryptocurrencies.
- 1.1.15.** Transaction Fee means a fee which is payable to the Company for each completed Transaction.
- 1.1.16.** Transaction Price means the total price paid by the Buyer in respect to each Transaction performed in the Trading Platform.
- 1.1.17.** Transaction means (i) transfer of Cryptocurrencies or Fiat Currencies by the User to his/her Account (“Deposit Transaction”); (ii) transfer of Cryptocurrencies or Fiat Currencies among the Users (“Trading Transaction”), (iii) withdrawal of Cryptocurrencies or Fiat Currencies from his/her Account (“Withdrawal Transaction”).
- 1.1.18.** User means a person or an entity that uses the Services, agreed to the Terms of Use, is a holder of “Account” and successfully passed all KYC procedures and verified by the Company’s Compliance officer.
- 1.1.19.** Withdrawal means a Transaction involving a transfer of Funds from the User’s Account to his/her bank account or to account opened in any other financial institution.
- 1.1.20.** Customer Account means a set of Customer’s details required for his/her authentication, authorization and gaining access to the list of Company’s services and products determined by the appropriate Account Level.
- 1.1.21.** Account Level is assigned to the Customer Account upon his/her successful completion of each step of the registration. According to the steps of the Customer registration, the following three Account Levels are set: Quick Registration; Advanced Registration; Full Registration.
- 1.1.22.** Master Account means the account that the Company provides to the Customer, and which has its own identification number. The Customer’s funds deposited in the Master Account may be used through “Account” interface facilities to pay for various services offered by the Company, including depositing Funds into the Customer’s trading account.
- 1.1.23.** Verification means the process of establishing the compliance of the Customer’s identity with the passport details he/she provided to the Company.



2. SCOPE OF THE SERVICES

2.1. The Company's products and services allow all Users of the Platform to trade Cryptocurrencies with other Users.

2.2. The right to use the Bit Trade website directly depends on the User's place of residence. The User may not be authorized to use all functions of this website. It is the User's responsibility to follow those rules and laws in his/her place of residence and/or place from which the User accesses this website.

2.3. The User acknowledges and agrees that, when completing Trading Transactions, he/she is trading with other Users, and that the Company acts only as an intermediary in such Transactions, not as counterparty to any trade.

3. GENERAL PROVISIONS OF "ACCOUNT"

3.1. The Company provides its Customers with communication tools regarding legal, technical and information issues through "Account" functionality.

3.2. The Level of the User Account determines the list of available products and services offered by the Company and is established upon successful completion of each step of the registration:

3.2.1. the Quick Registration is automatically assigned to the User upon completing the first step of the registration;

3.2.2. the Advanced Registration is automatically assigned to the User upon completing the second step of the registration;

3.2.3. the Full Registration is assigned upon the successful Verification of the User, which is based on provided scanned copies/photocopies of the documents confirming his/her identity, i.e. after completing the third step of the registration.

3.3. The successful completion of the first step of the registration by the Customer (the Quick Registration) and, consequently, the assignment of the appropriate level to his/her Account implies that the Customer has accepted these Terms of Use in full.

3.4. The mobile phone number or email as well as the password specified by the Customer while completing the Quick Registration are determined by the system as the Access Identifiers to "Account" — the login and password, consequently. The Customer has no right to pass his/her login and password to third parties, and is fully responsible for their security. The Company identifies the Customer by sending the details to the email and mobile phone number specified by the Customer.

3.5. The Company shall not register two or more "Accounts" for the same Customer. In case of coincidence of passport details, phone number or email address provided by the Customer during any step of the registration and the appropriate data that have been already assigned to another registered Customer, the Company refuses to register such "Account". The Company is entitled to block unilaterally the Customer Account, and consequently, the access to the account balance.

4. QUICK REGISTRATION

4.1. The Quick Registration of "Account" (the first step) is completed when the User fills in the parameters of a special form on the official Company website. Upon successful completion of the first step of the User's registration, the Customer Account is created automatically and the Quick



Registration Level is assigned to it. The system automatically establishes Email and the phone number as a login for the created Customer Account.

4.2. The Quick Registration Level allows the Customer to use a limited set of products and services established by the Company for this Account Level, namely:

4.2.1. fill in a special registration form in “Account” to proceed with the Advanced Registration.

5. ADVANCED REGISTRATION

5.1. The Advanced Registration (the second step) involves filling in a special registration form by the Customer in “Account” (the Customer is obliged to provide true and accurate data).

5.2. The Advanced Registration Level is automatically assigned to the Customer Account after the Customer has filled in a special registration form in “Account” and provided additional information about himself/herself in the appropriate parameters of the registration form.

5.3. The Company reserves the right, at its sole discretion, to cancel the assignment of the Advanced Registration Level to the Customer Account by requiring the Customer to fill in the parameters of the registration form with true information and to provide additional documents for Verification. Thus, the Company undertakes to inform the Customer of the necessity to take further actions in order to assign the Advanced Registration Level to his/her Account through “Account” functionality.

5.4. The Advanced Registration Level of the Customer Account in addition to the services and products established in Clause 4.2. hereof (for the Customer with the Quick Registration Level assigned) allows the Customer to:

5.4.1. upload photocopies/scanned copies that confirm the Customer’s identity in order to proceed with the Full Registration.

6. FULL REGISTRATION

6.1. The Full Registration (the third step) is available to the Customer only after the Advanced Registration Level has been assigned to his/her Account, i.e. after the second step of the registration has been successfully completed, and assumes that the Customer shall take the following actions by means of “Account” interface facilities:

6.1.1. send scanned copies of the documents confirming the Customer’s identity (readable color scanned copies or photocopies of all pages of the valid national or international passport containing the Customer’s photo and issuing authority details);

6.1.2. send the Company scanned copies of the documents confirming the Customer’s place of residence (a readable color scanned copy or photocopy of the passport page containing the official residential registration, or a copy of a utility bill, or a copy of the phone bill not older than 3 months, or a certificate issued by the passport office, or a bank statement, or any service receipt that contains full name and address of the Customer).

6.2. The Company reserves the right to require additionally the certified paper documents that confirm the Customer’s identity (all the documents or some of them).

6.3. The Company establishes the following requirements for electronic copies of documents that confirm the Customer’s identity and place of residence:



- 6.3.1.** Electronic copies must only be in color, of high quality (maximum image sharpness, without darkening, black stripes or other defects related to the functioning of scanning/photo devices) and have correct orientation (horizontal as well as the vertical one).
- 6.3.2.** Electronic copies of documents shall be only accepted in allowable formats: JPG, JPEG, PDF, PNG.
- 6.3.3.** The size of each file containing an electronic copy of the document must not exceed 3 MB.
- 6.3.4.** A file containing the electronic copy of the document must not be damaged.
- 6.3.5.** You cannot combine different types of documents in one file, for example, a passport copy and a utility bill copy should be sent as separate files. If you need to upload several documents, upload them separately.
- 6.4.** Within 24 hours (excluding weekends and public holidays) from the time the Company receives photocopies/scanned copies of the documents confirming the Customer's identity, the Company shall decide whether to assign the Full Registration Level to the Customer Account, or notifies the Customer that additional steps should be taken to confirm his/her identity through "Account" functionality.
- 6.5.** The Company may, at its sole discretion, request from the Customer to fill in additional forms and to provide additional documents to the Company for its final approval to assign the Full Registration Level to the Customer Account, including among others, Risk Warning.
- 6.6.** The Company reserves the right to take additional steps to verify the Customer's identity by calling the mobile phone number specified by the Customer, sending a message to the Customer's email, video calling the Customer, or requesting a meeting in person with the Customer in one of the Company's representative offices.
- 6.7.** The Company uses details and scanned copies of the documents provided by the Customer during the Full Registration process (the third step) to identify the Customer. Fraudulent details submitted by the Customer are subject to blocking "Account" functionality, either in part or in whole.
- 6.8.** Assigning the Full Registration Level to the Customer Account allows the Customer to use the full list of products and services provided by the Company. Thus, the Full Registration Level of the Customer Account in addition to services and products, the use of which is described in Clause 4.2. and 5.4. hereof (for the Customers with the Quick Registration Level and the Advanced Registration) allows them in full to manage funds in the Master Account within the limits determined by the Terms of Use, including the funds withdrawal from the Master Account in "Account".

7. USER'S RIGHTS AND RESPONSIBILITIES

- 7.1.** The User has the right to enter and use the Site and the Services, as long as he/she agrees to and actually complies with the Terms of Use. By using the Site, the User agrees to accept and comply with the terms and conditions stated herein.
- 7.2.** The User undertakes to read the entire Terms of Use carefully before using the Site or any of the Services provided by the Company.
- 7.3.** The User undertakes to comply with any and all applicable laws and regulations related to the use of the Services.



7.4. The User undertakes to monitor all and any changes on his/her Account, including but not limited to the balance matters.

7.5. The User undertakes to immediately (i.e. right after the moment of discovery) inform the Company about any unusual, suspicious, unclear or abnormal changes on his/her Account. In case of late informing or non-informing the User shall be liable for the breach of the Terms of Use and the Company shall have the right to take any further steps accordingly, including but not limited to report to the relevant state authorities.

7.6. The User agrees that, whenever the Transaction is made, the Platform sends and receives the monetary sums and/or Cryptocurrencies to/from the Buyer's and the Seller's Accounts opened in their name and on their behalf.

7.7. The User undertakes to notify the Company immediately of any unauthorized use of his/her Account or password, or any other breach of security by email addressed to support@bit.trade. Any User Account who violates the mentioned rules may be terminated, and thereafter held liable for losses incurred by the Company or any User of the Site.

7.8. The User undertakes not to use the Company's products and services to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, financing terrorist organizations, or malicious hacking.

7.9. The User is responsible for any and all damages caused and all liability actions brought against the Company for infringement of third party rights or violation of applicable laws.

7.10. Nothing in the Terms of Use excludes or limits the liability of the User for fraud, death or personal injury caused by its negligence, breach of terms implied by operation of law, or any other liability which may not by law be limited or excluded.

7.11. Users are solely responsible for determining whether any contemplated Transaction is appropriate for them based on their personal goals, financial status and risk willingness.

7.12. All added payment instruments to your Account, may it be a bank account, credit card, debit card, or others must be named after the Account holder. Any attempt otherwise will be considered as fraud.

8. USER'S REPRESENTATIONS AND WARRANTIES

8.1. By registering an Account on the Company website, the User expressly represents and warrants that he/she:

- follows the rules and laws in his/her country of residence and/or country from which he/she accesses this Site and Services;
- has accepted these Terms of Use;
- is at least 18 years of age and has the right to accept these Terms of Use and participate in Transactions involving Cryptocurrencies.

8.2. The User represents and warrants that he/she will only use the Trading Platform to perform Transactions in accordance with the conditions set forth in these Terms of Use.

8.3. The User represents and warrants that both Fiat currencies and Cryptocurrencies deposited to the Account belong to the User and derived from legal sources.

8.4. The User represents and warrants that he/she will withdraw funds from his/her Account only to his/her wallets, otherwise the Company does not hold any liability for the consequences of such withdrawal.

8.5. The User represents and warrants that all Transactions being carried out do not violate the rights of any third party or applicable laws.



9. COMPANY'S RIGHTS AND RESPONSIBILITIES

9.1. The Company has the right to suspend the User's Account and block all Cryptocurrencies, Fiat currencies contained therein, in case of non-fulfillment or unduly fulfillment of the Terms of Use by the User.

9.2. The Company undertakes to provide Services with the utmost effort, due care and in accordance with these Terms of Use.

9.3. The Company's responsibility shall be limited to using reasonable technical efforts to ensure the receipt of the Cryptocurrency transferred. When initiating Cryptocurrency Transactions to a user who is not the Company User, the Company's responsibility shall be further limited to ensuring the transfer of the necessary technical data to the cryptocurrency network.

9.4. The Company is not responsible for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered is caused by a breach of the Terms of Use by the Company.

9.5. The Company is not responsible for any malfunction, breakdown, delay or interruption of the Internet connection, or any reason why the Company website is unavailable at any given time.

9.6. In the case of fraud, the Company undertakes to report all the necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and breaches of the law. Users recognize that their Account may be frozen at any time at the request of any competent authority investigating a fraud or any other illegal activity.

10. COMPANY'S REPRESENTATIONS AND WARRANTIES

10.1. The Company shall provide the Services with reasonable care and skills and in accordance with these Terms of Use.

10.2. All buy and sell Orders made on the Trading Platform, will be managed in an anonymous manner so that Buyers and Sellers are not acquainted with each other. The Transaction Price is calculated on the basis of actual matched Orders made by Buyers and Sellers participating in the bidding process on the Trading Platform combined with the applicable Transaction Fees.

10.3. The Company represents and warrants that once the Orders to buy or sell Cryptocurrencies match, such Orders may not be cancelled or reversed. It holds all Cryptocurrencies transferred and acquired by each User in his/her Account and on the respective User's behalf.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. All content on this Site is the property of the Company and is protected by copyright, patent, trademark and any other applicable laws, unless otherwise specified hereby.

11.2. The trademarks, trade names, service marks and logos of the Company and others used on the Site (hereinafter the "Trademarks") are the property of the Company and its respective owners. The software, applications, text, images, graphics, data, prices, trades, charts, graphs, video and audio materials used on this Site belong to the Company. The Trademarks and other content on the Site should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, no matter manual or automated. The use of any content from the Site on any other site or a networked computer environment for any other



purpose is strictly prohibited; any such unauthorized use may violate copyright, patent, trademark and any other applicable laws and could result in criminal or civil penalties.

11.3. The Company supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please send us an email to support@bit.trade

12. USER VERIFICATION

12.1. The Company is obligated by law to confirm and verify the identity of each Person who registers on our system and opens an Account with us; therefore, as part of our obligations to comply with applicable “Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation”, you will be prompted to provide us with the following information when you register with us: (a) name; (b) address/ residency; (c) date of birth; (d) nationality; (e) contact information; (e) payment instructions; and any other personally identifiable information that we may ask for from time to time, such as a copy of your Passport and/or other identifying documents. Proof of address of the document that a potential Customer will send to the Company in order to open a trading account should be up to 3 months old. Upon the death of an Account owner and if the legal heirs of such Account owner would like to withdraw the remaining balance in the Account, to the extent there is any, such legal heirs should present official legal documents to the Company from the applicable governmental authorities in the jurisdiction of the deceased to the Company’s satisfaction, and the Company, in its sole discretion and upon checking such documents, shall make the decision whether to allow such withdrawal(s).

12.2. Identification and verification procedures (also known as “Know Your Customer” or “KYC”) are required for all Transactions. If the User refuses to provide required documents and information, the Company reserves the right to immediately terminate the provision of Services to the User.

12.3. You undertake to provide the Company with correct and relevant documents and personal information contained therein. In case the User provides counterfeit documents and false personal information, such behavior will be interpreted as a fraudulent activity.

12.4. You authorize the Company to, directly or indirectly (through third parties) make any inquiries we consider necessary to check the relevance and accuracy of the information provided for verification purposes.

13. ACCOUNT MAINTENANCE

13.1. The Site is for the User’s personal and non-commercial use only. The Company is vigilant in maintaining the security of the Site and the Service. By registering with the Company, the User agrees to provide the Company with current, accurate, and complete information about him/herself as prompted by the registration process, and to keep such information updated.

13.2. The User is allowed to register only one Account on the Platform. Thus, any additional Account may be suspended.

13.3. The User agrees that he/she will not use any Account other than his/her own, or access the Account of any other User at any time, or assist others in obtaining unauthorized access.



13.4. The Company reserves the right to recommend amount limits for the Account depositing/withdrawal. The Company could recommend daily, monthly and per one-transaction amount limits.

13.5. The User is responsible for maintaining the confidentiality of information on his/her Account, including, but not limited to his/her password, email, wallet address, wallet balance, and of all activity including Transactions made through his/her Account. If there is suspicious activity related to the User Account, the Company may request additional information from the User, including authenticating documents, and freeze the Account for the review time. The User is obligated to comply with these security requests, or accept termination of his/her Account.

13.6. The creation or use of Accounts without obtaining the prior permission from the Company will result in the immediate suspension of all respective Accounts, as well as all pending buy/sell Orders. Any attempt to do so or to assist others (Users or other third parties), or the distribution of instructions, software or tools for that purpose, will result in termination of such Users' Accounts. Termination is not the exclusive remedy for such a violation, and the Company may decide to take further action against the User.

13.7. In case it has been more than six (6) months since the User logged in to his/her Account or made the Funds deposit, the Company has the right to qualify this Account as abandoned. In that case Storage fee will be applied to such Account with seven (7) days prior email notification to the User. The Company will charge the Storage fee set forth herein. Abandoned Accounts with zero balances shall be deactivated.

13.8. The User has the right to claim his/her assets back and the Company undertakes to return such assets to the User charging its commission for assets return.

14. TRANSACTIONS

14.1. The Platform allows the User to submit Orders to buy or sell Cryptocurrencies.

14.2. The User recognizes that an Order should only be submitted after careful consideration and the User understands and accepts consequences of its execution. The User agrees that as soon as the Order is executed, such transaction is irreversible and may not be cancelled. Transactions will be executed instantly upon the matching of the Buyer's and the Seller's Orders, without prior notice to the Seller and the Buyer, and will be considered to have taken place at the execution date and time.

14.3. Minimum and maximum Order amount vary for each trading pair and can be seen in the section of the Trading Platform when placing an Order.

14.4. The User acknowledges and agrees that Deposit and Withdrawal Transaction in Fiat Currency may be delayed due to bank verifications and checks, for a period up to one (1) month. Similarly and due to the inherent nature of the cryptocurrency networks, the User acknowledges and agrees that depositing and withdrawing Cryptocurrencies into/from his/her Account may take between one (1) hour and twenty-four (24) hours, barring unforeseen or unavoidable network issues.

14.5. Unverified Users are not allowed to create withdrawal Transactions.

14.6. In case the User discovers Transaction activity, including but not limited to unknown deposits and withdrawals, on his/her Account that was not initiated by the User, the User shall immediately notify the Company of this fact and follow the instructions sent by the Company. Otherwise, the Company reserves the right to freeze the Account until the end of investigation.

14.7. The Company may be forced to cancel or recall already executed Withdrawal Transaction at a request of financial institutions, including but not limited to banks, which are involved in settlement



of such Transactions. In such cases the User obliges to cooperate with the Company in order to discover the reasons for such request.

15. TRADING

15.1. Margin trading is not available on the Platform.

15.2. All Orders are executed with the leverage size 1:1.

15.3. Trading conditions can be found at www.bit.trade

16. ILLEGAL TRANSACTIONS

16.1. The Company reserves the right to suspend or terminate your Account at any time if we reasonably believe to be required to do so by the law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.

16.2. It is strictly forbidden to use the Account for any illegal purposes. The Company will report any suspicious activity to the relevant law enforcement.

16.3. The User shall ensure that he/she does not use the Company's products and services for transactions relating to:

- money laundering, terrorist financing, proliferation of weapons of mass destruction;
- human trafficking;
- any goods or services that are illegal or their promotion;
- any goods or services, the promotion, offer, or marketing of which would violate copyrights, industrial property, rights or other rights of any person;
- archeological findings;
- drugs, narcotics, or hallucinogens;
- weapons of any kind;
- illegal gambling services;
- Ponzi, pyramid or any other "get rich quick" schemes;
- goods that are subject to any trade embargo;
- media that is harmful to minors and violates laws and, in particular, the provision is respect of the protection of minors;
- body parts or human remains;
- protected animals or protected plants;
- weapons or explosive materials; or
- any other illegal goods, services or transactions.

17. ACCOUNT SECURITY

17.1. The User is responsible for maintaining the confidentiality of his/her Account's credentials, including, but not limited to a password, email, wallet address, balance, and of all activity including Transactions made through the Account.

17.2. The Company personnel will never ask the User to disclose his/her password. Any message the User receives or website that he/she visits that asks for the password, other than the Company Site, should be reported to the Company. If the User is in doubt whether a website is genuine, it is required to ensure the website is EV SSL compliant (Security Certificate Validation is shown in the address bar of a web browser).



17.3. It is advisable to change the User’s password regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach in relation to the Account. The Company also advises the User not to choose a password that is easily guessed from information someone might know or gather about the User; or a password that has a meaning. The User must never allow anyone to access his/her Account or watch the User accessing his/her Account.

17.4. If the User has any security concerns about his/her Account, login details, password or other security feature being lost, stolen, misappropriated, used without authorization or otherwise compromised, the User is advised to change the password. The User must contact the Customer Support without undue delay on becoming aware of any loss, theft, misappropriation or unauthorized use of the Account, login details, password or other security features. Any undue delay in notifying the Company may not only affect the security of the Account, but may result in the User being liable for any losses as a result. If the User suspects that someone else accessed his/her Account, the User should report the incident.

17.5. The User must take reasonable care to ensure that his/her e-mail account(s) are secure and only accessed by the User, as his/her e-mail address may be used to reset passwords or to communicate with the User about the security of the Account. The Company cannot be liable for the breach of an e-mail account as a result of which an unauthorized Transaction can be executed with proper confirmation. In case any of the e-mail addresses registered with the User’s Accounts is compromised, the User should without undue delay after becoming aware of this, contact the Customer Support and also contact his/her e-mail service provider.

17.6. Irrespective of whether the User is using a public, a shared or his/her own computer to access the Account, the User must always ensure that his/her login details are not stored by the browser or cached or otherwise recorded. The User should never use any functionality that allows login details or passwords to be stored by the computer he/she is using.

17.7. Additional products or services the User uses may have additional security requirements and the User must familiarize with those as notified to him/her.

17.8. In order to make any Deposit or Withdrawal Transactions, the User should have the Full Registration status in accordance with the “Terms of Use”.

18. TERMINATION OF THE TERMS OF USE

18.1. The User may terminate the Terms of Use, and close his/her Account at any time, following settlement of any pending transactions.

18.2. The User also agrees that the Company may, by giving notice, at its sole discretion terminate his/her access to the Site and to his/her Account, including without limitation, its right to: limit, suspend or terminate the service and Users’ Accounts, prohibit access to the Site and its content, services and tools, delay or remove hosted content, and take technical and legal steps to keep Users off the Site if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of these Terms. Additionally, the Company may, in appropriate circumstances and at its discretion, suspend or terminate Accounts of Users for any reason, including without limitation: (1) attempts to gain unauthorized access to the Site or another User Account or providing assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any content, (3) usage of the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities, (4) violations of these Terms



of Use, (5) failure to pay or fraudulent payment for Transactions, (6) unexpected operational difficulties, or (7) upon the request of law enforcement or other government agencies, if deemed to be legitimate and compelling by the Company, acting at its sole discretion.

18.3. The Company also reserves the right to cancel unconfirmed Accounts or Accounts that have been inactive for a period of twelve (12) months or more, and/or to modify or discontinue our Site or Service. The User agrees that the Company will not be liable to him/her or to any third party for termination of their Accounts or access to the Site.

18.4. The suspension of the Account shall not affect the payment of the Transaction Fees due for past Transactions. Upon Account termination, the User shall provide a valid bank account details or cryptocurrency wallet address to allow the transfer of any currencies deposited to his/her Account. The Company shall transfer the currencies as soon as possible following the User's request in the time frames specified by the Company.

18.5. The Company will send the User the credit balance of his/her Account, however, in some circumstances, a number of intermediaries may be involved in an international payment, which may entail additional costs by the User. The Company will use reasonable efforts to ensure that such charges are disclosed to the User prior to sending the payment; however where they cannot be avoided, the User acknowledges that these charges cannot always be calculated in advance, and that he/she agrees to be responsible for such charges.

19. SERVICE AVAILABILITY

19.1. All Services are provided "AS IS", without guarantees of any kind, either express or implied.

19.2. The Company will strive to keep the Site up and running; however, all online services suffer from occasional disruptions and outages, and the Company is not liable for any disruption or loss the User may suffer as a result. Thus, the Company does not provide any guarantees that access to the Site will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

19.3. The Company will use reasonable endeavors to ensure that the User can normally access the Site in accordance with the Terms of Use. The Company may suspend the use of the Site for maintenance and will make reasonable efforts to give the User notice. The User acknowledges that this may not be possible in an emergency.

20. API, WIDGETS AND MOBILE APPLICATIONS

20.1. API requests are limited to 1000 requests per 10 minutes. If this limit is exceeded, it may result to the ban for 10 minutes. For example, if you perform 1000 queries in the first minute, the next query is possible only after 9 minutes + 1 second.

20.2. The Company may provide widgets for Users to use the Company's data on the User's website. The User is free to use widgets in their original unmodified and unaltered state.

20.3. The Company may provide mobile applications ("mobile apps"), which can be used to get access to the Account. The use of these mobile apps is the subject to these Terms of Use.

21. FINANCIAL OR LEGAL ADVICE

21.1. The Company does not provide any financial, investment or legal advice in connection with the Services provided by the Company. The Company may provide information on the price, range, volatility of Cryptocurrencies and events that have affected the price of Cryptocurrencies, but it should not be considered as an investment or financial advice and should not be construed as such. Any decision to buy or sell Cryptocurrencies is the User's decision and the Company shall not be liable for any loss suffered.

22. TAXATION

22.1. The User undertakes to pay all his/her taxes and duties, which can be resulted from the use of the Company Services and should be paid according the User's state of residence regulations.

22.2. The Company does not responsible for any violation made by the User due to his/her obligation to calculate and pay taxes and duties.

23. NOTICES AND COMMUNICATION

23.1. The Company reserves the right to send notices to and communicate with the User by any means of communication available to the Company.

23.2. The User expressly agrees to receive any notices in electronic form and to be bound by them, if so is required by the Terms of Use.

24. DISPUTE SETTLEMENT

24.1. Hereby the Company and the Customer ensure each other in honesty of their intentions, veracity of the information provided to each other and fulfillment of their obligations undertaken in good faith. All disputes shall be resolved through negotiations. Each party to the Agreement guarantees not to abuse its legal rights when setting the reason for the dispute and its fair resolution during the legal proceeding if the dispute is not settled through negotiations.

24.2. The Company and the Customer as the parties to the Agreement undertake to voluntarily eliminate the consequences of the dispute as soon as possible (after making a decision on the dispute) and in a way convenient to another party.

24.3. The Company and the Customer as the parties to this Agreement accept that the dispute they have not resolved through the negotiations, in case of the refusal to settle the stated claim, can be considered by the court or another competent authority of the country of the Company's registration under the current legislation of this country.

25. GOVERNING LAW AND JURISDICTION

25.1. The Service Agreement is governed by the laws of Estonia.

25.2. The Customer agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Customer.

25.3. Any proceedings and their settlement involving the Customer and the Company will take place in the competent courts of Estonia.



25.4. Notwithstanding any other provision in these Terms of Use, in providing Services to the Customer, the Company shall be entitled to take any action it considers necessary, in its absolute discretion, to ensure compliance with the relevant market rules and or practices and all other applicable laws. All transactions on behalf of the Customer shall be subject to the applicable regulations and any other public authorities which govern the operation of the Firms incorporated in Estonia, as they are amended or modified from time to time.

25.5. The Company shall be entitled to take (or omit to take) any measures which it considers desirable in view of compliance with the applicable regulations in force at the time. Any such measures that may be taken and the applicable regulations in force shall be binding on the Customer.

26. LIMITATION OF LIABILITY

26.1. IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR ANY THIRD PARTIES BE LIABLE TO YOU OR ANY OTHER PERSONS OR PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER.

27. INDEMNITY

27.1. The User agrees to protect, defend, indemnify and hold harmless the Company and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by the Company directly or indirectly arising from (i) the User's use of and access to this Site or the Services found at this Site; (ii) the User's violation of any provision of the Terms of Use or the policies or agreements which are incorporated herein; and/or (iii) the User's violation of any third-party right, including without limitation any intellectual property or other proprietary right.

28. MODIFICATIONS AND AMENDMENTS

28.1. The Company reserves the right to amend or modify any portion of these Terms of Use at any time by publishing the revised version of the Terms of Use on the Site. The changes will become effective and shall be deemed accepted by the User the first time he or she uses the Services after the publication of the revised Terms of Use, which shall apply on a continual basis with respect to any activity initiated after the publication. In the event that the User does not agree with any such modification, the User's sole and exclusive remedy is to terminate the use of the Services and close the Account. The User agrees that the Company shall not be liable to the User or any third party as a result of any losses suffered by any modification or amendment of these Terms of Use.

29. FORCE MAJEURE

29.1. If the Company is unable to perform the Services outlined in the Terms of Use due to factors beyond its control including but not limited to an event of Force Majeure, change of law or change in sanctions policy, bankruptcy of payment service providers and/or banks, the Company will not



have any responsibility to the User with respect to the Services provided hereunder and for a time period coincident with the event.

30. LINKS TO THIRD-PARTY WEBSITES

30.1. This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by the Company. The Company assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, the Company does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release the Company from any and all liability arising from your use of any third-party website. Accordingly, the Company encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

CONTACT US

If you have any questions related to these Terms of Use, your rights and obligations arising from these Terms and/or your use of the Company's products and services available on this Site or any other matter, please contact us at support@bit.trade.