



BIT TRADE WEBSITE TERMS OF USE

Bit Trade website <https://www.bit.trade/> (hereinafter referred to as the “Website”) is property of Bit Trade Markets Limited (registration number 2499449) registered at 19H Maxgrand Plaza, No.3 Tai Yau Street, San Po Kong, Kowloon, Hong Kong (hereinafter referred to as the “Company”).

These Terms of Use are an integral part of the Services Agreement, therefore the Company strongly recommends Website visitors that would like to conclude the Agreement to read these Terms of Use.

1. TERMS AND DEFINITIONS

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

1.1.1. Verification is a procedure of verification of information specified by the Website User for creation of his/her account on the [Website](#). This is performed through certain actions by the Website User to be verified and/or providing personal or legal entity information to the Company.

1.1.2. Account is a service of the [Website](#) which technical and interface solutions allow using the functionality of the Website and its services.

1.1.3. Main Balance is an account of the Website User that stores Funds available for use by this Website User only on the [Website](#) within the [Service Agreement](#).

1.1.4. Website User is a natural person or a legal entity that has passed Verification on the [Website](#) and uses the functionality of the Website according to these Terms of Use.

1.1.5. Service is a software complex available on the [Website](#) that allows the Website Users access the Company’s or third parties’ products and services.

1.1.6. Funds are a certain number of **Bitbon** units stored on the Main Balance of the Website User to make a transaction in the manner prescribed by these Terms of Use and/or special Service terms of use available on the [Website](#).

1.1.7. Profile is a set of data about the Website User required for his/her authentication, authorization and providing access to the certain functionality of



the [Website](#) corresponding to the specific Account level.

2. GENERAL PROVISIONS

2.1. These Terms of Use determine the general rules and order of using the functionality of the [Website](#).

2.2. The use of Services provided on the [Website](#) is regulated by special Service terms of use that are appendices to these Terms of Use.

2.3. By using the functionality of the [Website](#), the Website User confirms and agrees that he/she has read these Terms of Use, understands the provided information and shall unconditionally follow them.

3. ACCOUNT AND PROFILE

3.1. Access to the functionality of the Services provided on the [Website](#) is granted through the Account.

3.2. The Account provides the Website User access to his/her Profile on the [Website](#).

3.3. The Profile allows the Company to identify the Website User.

3.4. By means of the Account, the User can get access to the functionality of the Services provided on the [Website](#).

3.5. Following the successful Verification, the User's Profile is assigned the corresponding level: "Quick Registration", "Advanced Registration" or "Full Registration".

3.6. The Profile level determines the list of functionalities and Services the Website User has access to.

3.7. The phone number or email address as well as the password entered by the Website User during Verification are considered access identifiers for the Account (Account login and password).

3.8. The Website User can register only one Account. In case the passport information, phone number and/or email address provided by the Website User at any registration stage match the data used for another Profile, the Company shall decline this Website User's Account registration.



- 3.9.** The Company also reserves the right to unilaterally restrict or block the Website User's access to his/her Account if it learns that this User has more than one Account.
- 3.10.** The "Quick Registration" level is automatically assigned to a Profile after the Website User successfully fills out a special registration form on the [Website](#) during Verification.
- 3.11.** The "Advanced Registration" level is automatically assigned to a Profile after the Website User successfully fills out a special registration form and provides additional information about himself/herself.
- 3.12.** The "Advanced Registration" level is available only after the Profile is assigned the "Quick Registration" level.
- 3.13.** The "Full Registration" level is available only after the Profile is assigned the "Advanced Registration" level.
- 3.14.** The "Full Registration" level is automatically assigned to a Profile after the Website User provides the following documents to the Verification Service:
- 3.14.1.** Website User's identification documents (proper quality scan or photo of all pages of the passport or another identification document).
 - 3.14.2.** Documents that confirm the Website User's residence address, which are not older than 3 months (proper quality scan or photo of a utility bill, bank statement or other service payment receipts that contain the full residence address).
- 3.15.** Based on the [AML/KYC Policy](#), the Company reserves the right to demand the Website User to provide additional authenticated paper copies of identification documents as well as other documents required for Verification.
- 3.16.** The documents provided by the Website User must meet the following requirements in order to be considered documents of "proper quality":
- 3.16.1.** Document copies must be colored, in high quality (maximum clarity of the image without darkening, black lines or other defects due to the operation of scanning/photographing devices) and properly oriented (horizontally and vertically).
 - 3.16.2.** Document copies are accepted only in the following formats: JPG, JPEG,



PNG.

3.16.3. The size of each file that contains the electronic copy of the document shall not exceed 3MB.

3.16.4. It is forbidden to merge various documents into one file (*for example the copies of the passport and the utility bill must be sent in separate files*).

3.17. The provision of the full list of required documents by the Website User does not guarantee that the Profile of this Website User will get the corresponding level.

3.18. Within 24 hours (except weekends, established holidays and/or force-majeure circumstances) after the Verification Service receives all necessary documents of proper quality from the Website User, the Company makes the decision on assigning this User's Profile the "Full Registration" level.

3.19. The Company reserves the right to conduct additional actions on identifying the Website User by performing an audio and/or video call to the phone number entered by the User, sending an email to the email address or through a personal meeting in one of the offices of the Company.

3.20. The information as well as the electronic document copies provided by the Website User are used for further identification of this User. Any discrepancy in the data provided by the Website User may lead to partial or complete restriction of Account access.

3.21. The "Full Registration" level of the Profile provides the Website User with the ability to use the entire list of features of the [Website](#) and Services available on the [Website](#) if the User fills out the corresponding questionnaire provided by the Verification Service.

3.22. If over 180 days have passed since the last log in of a Website User to his/her Account, then starting from the 181st day, every 7 days Funds will be deducted from the Main Balance of this User in the amount of 0.3% from the number of **Bitbon** units available on the Main Balance, but not less than 0.3 **Bitbon** units. The Funds shall be deducted in favor of the Company for servicing the hardware and software complex and maintaining the operation of the [Website](#).

3.23. The Company also reserves the right to block unconfirmed Accounts or Accounts



that were inactive for twelve (12) months or more.

3.24. The Website User is advised to regularly change the password to his/her Account (at least once every three-six months) in order to minimize the risk of compromising the security of his/her Account. It is also recommended not to use an Account password that is easy to guess and increases the risk of fraudulent activity by third parties.

3.25. The Company provides the Website Users with an additional method to protect access to the Account. This method of protection is two-factor authentication (2FA) that is a protection mechanism, which ensures maximum security of the Website User's Account from unauthorized access of third parties.

4. MAIN BALANCE

4.1. Main Balance is a base service of the [Website](#) that is provided to the Website User in order to allow access to certain features of the Website and/or Services provided on the Website.

4.2. All the details of the Main Balance of the Website User must correspond to the name of this User. Any attempt to use incorrect details may be treated by the Company as fraud.

4.3. The Main Balance can be replenished with **Bitbon** units through the One Space service.

4.4. **Bitbon** units can be withdrawn from the Main Balance through the One Space service.

4.5. There is a fee for adding and withdrawing Funds from the Main Balance.

5. SUPPORT SERVICE

5.1. Support Service is a base service of the Website that is provided to the Website User to allow communication with the Company.

5.2. In order to receive a comprehensive response to the request sent to the Support Service, the Website User needs to fill out a special form in the Account.



6. RIGHTS AND OBLIGATIONS OF THE WEBSITE USER

6.1. The Website User has the right to:

6.1.1. Use the functionality of the [Website](#) in the manner and under the terms and conditions established by these Terms of Use and other documents regulating the use of the [Website](#).

6.1.2. Complete Verification, as a result of which — register his/her Profile and Account on the [Website](#) in the manner and under the terms and conditions established by these Terms of Use.

6.1.3. Use the Services provided on the [Website](#) in the manner and under the terms and conditions established by the documents regulating the order of using such Services.

6.2. The Website User shall:

6.2.1. Use the [Website](#) by following these Terms of Use and other documents regulating the use of the [Website](#) taking into account that they may be amended without prior notice from the Company.

6.2.2. Follow other rules and conditions applicable across the [Website](#) and/or Services provided on the [Website](#).

6.2.3. Provide only up-to-date, accurate and complete personal data and information about himself/herself, as well as update personal information if it changes.

6.2.4. Ensure secure access to his/her Account and not allow third parties to use the [Website](#) through his/her Account.

6.2.5. Not allow for the login credentials (for the Account) to be stored in a browser, cached or recorded any other way.

6.2.6. Not use any features that allow storing login credentials or passwords on his/her device.

6.2.7. Not give Account login and/or password to third parties.

6.2.8. Control any activity performed through his/her Account.

6.2.9. Immediately change Account login credentials if he/she suspects or notices signs of unauthorized access to his/her Account.



- 6.2.10.** Immediately (i.e. right after noticing) inform the Company about any suspicious changes and/or actions performed through his/her Account. If the Website User does not inform the Company or informs the Company late, he/she shall bear sole responsibility for violating this Clause of these Terms of Use.
- 6.2.11.** Use the functionality of the [Website](#) exclusively in his/her own interests and to achieve specific goals without violating the rights of third parties and/or the applicable legislation.
- 6.2.12.** Follow all procedures envisioned on the [Website](#).
- 6.2.13.** Not copy, use or perform any actions related to the appearance and functionality of the [Website](#) without official written permission from the Company.
- 6.2.14.** Independently read the documents regulating the use of the Services provided on the [Website](#).
- 6.2.15.** Not perform actions that may directly or indirectly violate the rights of the Company and/or cause risks to the reputation of the Company and/or [Website](#).
- 6.2.16.** Not use the functionality of the [Website](#) if he/she does not accept these Terms of Use in part or in full and/or does not accept the provisions of other documents regulating the use of the Website in part or in full.
- 6.3.** The Website User also has other rights and obligations established by and envisioned in the documents regulating the use of the [Website](#).
- 6.4. The Website User shall not:**
- 6.4.1.** Perform any actions aimed at disrupting stable and/or uninterrupted operation of the [Website](#).
- 6.4.2.** Use an Account that does not belong to him/her.
- 6.4.3.** Influence or attempt to influence the functionality of the [Website](#), in particular using DoS (Denial of Service) and/or DDoS (Distributed Denial of Service) attacks and/or other types of attacks.
- 6.4.4.** Distribute viruses and use other malicious software.
- 6.4.5.** Use automated programs and scripts in particular to collect data on other Website Users, the [Website](#) and/or the Company for mass and/or targeted



messaging (spam), etc.

6.4.6. Use any third-party application that can interact with the [Website](#) and user content and/or information without official written permission signed by the Company.

6.4.7. Perform any actions in order to check or test the vulnerabilities of the [Website](#).

6.4.8. Bypass existing security measures, access control measures or restrictions on the use of the [Website](#).

6.4.9. Pretend to be a representative of the Company and/or another authorized person.

6.4.10. Place any content on the [Website](#) that:

- promotes war, violence, discrimination, is aimed at starting ethnic, racial or religious conflict;
- calls to infringe the rights and freedoms of people, commit crimes against peace and safety of humanity, to terrorism, extremism and any other violations, etc.;
- promotes fascism, Nazism or any other ideologies of racial supremacy;
- promotes criminal activity, contains advice or instructions related to crimes;
- contains aggressive statements and threats, scenes of violence and cruelty;
- contains scenes of animal cruelty;
- contains description or depiction of ways to commit suicide or use of prohibited drugs, as well as calls to such actions;
- contains pornography as well images of intimate areas of people, animals and fictional creatures;
- is objectively unpleasant, is shocking, vulgar or inappropriate;
- humiliates and offends the honor, dignity and business reputation of third parties;
- violates other rights and legal interests of third parties, including legal



entities, international organizations, state bodies, governments, etc.

6.4.11. Use trademarks of the Company and/or signature style of the [Website](#) for products or services of other companies in any form that may lead to incorrect impression of or discredit the Company and/or the [Website](#).

6.5. Attempts to perform any of the actions listed in Clause 6.4 of these Terms of Use is considered a violation of these Terms of Use.

6.6. Violation of these Terms of Use by the Website User may lead to restriction or blocking of access to his/her Account.

7. RIGHTS AND OBLIGATIONS OF THE COMPANY

7.1. The Company has the right to:

7.1.1. Attract third parties to maintaining or ensuring the operation of the [Website](#).

7.1.2. Place Services that belong to other Companies or third parties on the [Website](#).

7.1.3. Demand that the Website User follows these Terms of Use and other documents regulating the use of the [Website](#).

7.1.4. Restrict or block the Website User's access to his/her Account or impose sanctions if:

- the Website User violates these Terms of Use;
- the Website User performs any fraudulent and/or suspicious actions by means of and/or on the [Website](#);
- there is a relevant legal demand of law enforcement or other state bodies.

7.1.5. Request additional information from the Website User, which may include identification documents, and restrict the Website User's access to his/her Account for the duration of the check if the Company notices suspicious activity on the [Website](#) as well as in other cases that the Company deems significant.

7.1.6. Deny the Website User's access to the [Website](#) without prior explanation of the reason, as well as prohibit and/or restrict subsequent access attempts, based on any events that the Company deems significant.



7.1.7. Restrict or block the Website User's access to his/her Account at any time if the Company has reason to believe it is required by law or to fulfill recommendations issued by the relevant state body or authorized body on countering financial crimes.

7.1.8. Send notifications and establish communication with Website Users by any communication means available to the Company.

7.1.9. At any time unilaterally amend these Terms of Use without prior notice of Website Users.

7.1.10. Change the operation procedure of the [Website](#) and inform on such changes.

7.2. The Company shall:

7.2.1. Provide the Website User with access to all functionalities of the [Website](#) after the Website User successfully completes Verification.

7.2.2. Perform regular maintenance of the [Website](#).

7.2.3. Eliminate technical issues and/or disruptions in the operation of the [Website](#) and restore full operation of the Website as soon as possible.

7.3. The Company also has other rights and obligations established by and envisioned in the documents regulating the use of the [Website](#).

8. RISKS AND RESPONSIBILITY

8.1. By accepting these Terms and Conditions, the Website User acknowledges potential risks, confirms full understanding of consequences and is ready to accept the risks related to using the features of the [Website](#).

8.2. Violation and/or failure to follow any part of these Terms of Use by the Website User shall be considered a violation of these Terms of Use and may lead to restriction or blocking of access to his/her Account.

8.3. Responsibility for actions performed on the [Website](#) through the Account is born by the Website User this Account is registered to.

8.4. The Website User bears full responsibility for understanding and following any laws, rules and provisions, the jurisdiction of which he/she falls within, that may be



applicable to him/her due to the use of the functionality of the [Website](#).

8.5. The Company is not responsible for failure by the Website User to follow these Terms of Use and/or other documents regulating the use of the [Website](#).

8.6. The Website User alone bears responsibility for ensuring confidentiality of information in his/her Account (login, password and information available in the Account), as well as actions performed through his/her Account.

8.7. The Website User alone bears responsibility for any damage and actions against the Company for violating the rights of third parties or violating the applicable legislation due to the actions of this User.

8.8. The Company is not responsible for technical issues and/or interruptions in the operation of the [Website](#).

8.9. The Company is not responsible for products and services that the Website User may receive through the Services provided on the [Website](#).

8.10. The Company is not responsible for any actions by the Website User performed by him/her as a result of not understanding or incorrect interpretation of these Terms of Use and/or other documents regulating the use of the [Website](#).

8.11. The Company is not responsible before the Website Users and/or third parties for possible damage caused by any changes to these Terms of Use and/or operation of the [Website](#).

8.12. The content of the [Website](#) may contain links to third-party websites that do not belong to and/or are not controlled by the Company. The Company is not responsible for the content, rules, terms and conditions, privacy policy and/or actions of third-party websites. The Website User agrees to release the Company from any responsibility related to the use of any third-party website by this User.

9. FORCE MAJEURE

9.1. If the Company cannot maintain the continuous operation of the [Website](#) due to factors beyond its control, including but not limited to cases of force majeure (including changes in laws or the sanctions policy, bankruptcy of payment services and/or banks), the Company shall not be liable to the Website User for a period of time that coincides



with the time of occurrence and duration of force majeure.

9.2. Force majeure includes events, the occurrence of which was impossible to foresee, namely: fire, flood, earthquake and other natural disasters; wars, terrorist acts; actions of the government, legislative and executive authorities; strikes, civil unrest, riots, illegal actions of third parties; lack of electricity and/or failures of the computer network; hacker attacks and other illegal actions; quarantine, pandemic, epidemic, epizootic; as well as other events, not limited to the listed above, that fall under force majeure and may affect meeting of and compliance with the terms and conditions of these Terms of Use.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Software and all content placed on the [Website](#) are property of the Company and are protected by copyright (patent, trademark or any other document confirming copyright). Website Users shall not perform actions that may endanger or cause violation and restriction of the above-mentioned intellectual property rights.

10.2. The Website User can share content placed on the [Website](#) on third-party resources exclusively by means of the functionality provided on the Website. In such cases, written permission signed by the Company is not required.

10.3. Distribution of content placed on the [Website](#) without citing the source is a violation of copyright and these Terms of Use.

11. DISPUTE RESOLUTION. APPLICABLE LAW AND JURISDICTION

11.1. Through these Terms of Use, the Website User and the Company assure each other of honesty of their intentions, authenticity of provided information and responsible fulfillment of their obligations. All disputes shall be resolved through negotiations. Each party promises not to abuse its legal rights when establishing the reason for dispute and its resolution in court if the dispute is not resolved through negotiations.

11.2. Upon the first demand by the Company, the Website User shall reimburse documented expenses of the Company related to protecting the rights and interests of the Company, the need for which is caused by the violation of these Terms of Use by



the Website User.

11.3. In order to resolve disputes between the Website User and the Company regarding the use of the [Website](#), the laws of the Hong Kong shall be applied.

11.4. In case of inability to resolve the dispute and/or disagreement with the Company through mutual agreement, such dispute and/or disagreement shall be resolved at the relevant court of the Hong Kong.

12. ADDITIONAL PROVISIONS

12.1. In the case of the arising questions regarding these Terms of Use, the Website User should contact the Support Service on the [Website](#).

12.2. The Website User can terminate these Terms of Use by no longer using the [Website](#).

12.3. These Terms of Use may be amended followed by publication of the updated Terms of Use on the [Website](#). If the Website User does not agree with the amendments made to these Terms of Use, this User must immediately stop using the Website. Continued use of the [Website](#) shall be deemed as acceptance of the updated Terms of Use.

12.4. In case of any differences between various versions (printed, electronic, etc.) of these Terms of Use, the electronic version on the [Website](#) shall be deemed the official one.

12.5. The translation of these Terms of Use into other languages is available on the [Website](#) for Website Users' convenience only. In case of any differences in understanding and/or interpretation hereof, the version in Russian shall prevail.