

BITmarkets Terms and Conditions

These Terms and Conditions (“Terms”) establish a legally binding agreement between You (“Your”, “Client”, “Users”) and the Unicorn Technologies Limited (“Company”, “We”, “Us”, “Our”). These Terms are issued by the Company setting out the terms and conditions that apply to your use of the platform, services and to your trading account with us. By visiting, accessing, creating an account or using our platform at www.bitmarkets.com, and/or mobile application (“Platform”) developed to offer BITmarkets services, you consent to these Terms, as well as our [Privacy Policy](#) and [Cookie Policy](#).

These Terms are issued setting out the Terms and Conditions that apply to your use of the platform and the services provided by the Company. You agree that you have read, understood and accepted these Terms in full. If you do not agree, understand or accept a part or whole of these Terms, we recommend you refrain from using, accessing, or registering on our platform. Please read these Terms carefully before proceeding.

Acknowledgement of Risk

Be aware that trading or holding cryptocurrencies carries significant risk of loss. The value of cryptocurrencies is highly volatile and can fluctuate substantially, and there is a considerable risk of losing funds through buying, selling, or holding them. You should carefully evaluate whether participating in cryptocurrency trading is appropriate for you. Consider consulting with a financial advisor to help determine if investing or trading in cryptocurrencies aligns with your financial condition, risk tolerance and investment goals. Please note that past performance is not indicative of future result. We remind our clients to invest only funds that they can afford to lose without affecting their financial well-being.

No Investment Advice

You are solely responsible for determining whether any investment, investment strategy, or related transaction is suitable for you, in consideration of your financial condition, investment goals, and risk tolerance. The Company does not offer, in any form, investment, tax, financial or legal advice. The information provided on the platform or any third-party sites is for informational purposes only and does not constitute any type of advice. Any communication or information provided by the Company should not be construed as an advice of any form. The Company does not provide advice of any kind as a service under these Terms and we do not act as your adviser in relation to any aspect of your use of the platform and/or services. Consider consulting with a financial advisor before making any investment or financial decisions.

No Fiduciary Obligation

You agree, understand, and accept that neither the relationship between you and the Company nor your activities on the platform give rise to any fiduciary, advisory, agency, brokerage or trustee duties on our part in your favour, even if we have better knowledge of the market generally or of any particular order. The Company is under no obligation to assume responsibilities beyond those outlined in these Terms and other applicable legal documents. These Terms neither create nor establish any kind of partnership, joint venture, advisor, custodial, agency, trustee or any similar relationship between you and/or your authorized person, and the Company.

IMPORTANT NOTICE

ACCESSING OR USING THE PLATFORM MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS AND USERS' ACTIVITIES MAY BE SUBJECT TO SCRUTINY BY CERTAIN AUTHORITIES IN ACCORDANCE WITH INVESTMENT LAWS AND REGULATIONS.

THIS AGREEMENT IS NOT APPLICABLE TO CLIENTS WHO RESIDE IN GREECE.

THIS AGREEMENT IS FOR CLIENTS WHO RESIDE OUTSIDE THE UNITED STATES. THE COMPANY IS NOT A REGISTERED EXCHANGE UNDER SECTION 6 OF THE UNITED STATES SECURITIES EXCHANGE ACT OF 1934. THE PLATFORM MAY NOT BE ACCESSED OR USED BY OR OTHERWISE OFFERED, SOLD, DELIVERED OR TRANSFERRED WITHIN THE UNITED STATES.

Amendments

These Terms are subject to amendments at any time, without prior notice and any change will be effective as of the last date set forth herein. We reserve the right to change, amend, update or modify:

1. These Terms, or other legal documents found on the platform;
2. The platform, including the introduction or discontinuation of any features, campaigns or programs as may be offered in the platform;
3. The platform as a result of legal or regulatory developments;
4. The contents published in the "Help Center", "How to Start" and "Frequently Asked Questions (FAQ)" sections;
5. The "Fees" section in the platform containing the following information on Fiat Deposit & Withdrawal Fees, Crypto Deposit & Withdrawal Fees and Tiered Discounts Pricing.

We recommend you check these Terms from time to time. If you continue to use or access our platform or services after any changes are made, you hereby agree to accept all the changes published.

Eligibility

To be able to successfully register a trading account with us and to use our services, you must meet the following conditions:

1. If you are an individual, you must be at least 18 years of age;
2. If you are a legal entity, you must possess the full legal capacity to engage with our services and must be duly incorporated and/or organised under the laws of any of the permitted jurisdiction;
3. If you act as a representative of an individual, you must be duly authorized to act on their behalf, supported by legally valid documents;
4. If you act as a representative of an entity, you must be duly authorized to act on behalf of the entity, supported by legally valid documents that grants authority to bind the entity;
5. You must not be a resident of, located, established or incorporated in any of the restricted jurisdictions as may be listed by the Company in its platform;
 - You must be able to demonstrate to our satisfaction that you are a resident of an Available Jurisdiction; not located in, under the jurisdiction of, or a national or resident of any of the countries listed on the platform and not otherwise prohibited or restricted from accessing or using the platform, on an ongoing basis.
6. You must not be listed on any of the sanctions list, such as, under the European Union sanctions, Office of Foreign Assets Control of the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons List ("SDN"), United Nations ("UN") Security Council Consolidated List;
7. You must not have been previously restricted from using our services;
8. You must not have an existing trading account in our platform.

Application for Trading Account

- I. In order to access the platform and services, you must:
 - (i) complete the application for registration and verification procedure; and
 - (ii) provide the required information and documents. The information and documents must be true and complete.
- II. We may create an account under your name upon receiving an application that complies with the Terms outlined herein:
 - (a) The Company retains the discretion to open, limit, restrict, suspend or close your account and/or any wallet associated with your account.
 - (b) Without limiting the Terms herein, we may, at any time and without liability:
 - (i) open a trading account on your behalf with your full consent;
 - (ii) suspend or close an account or wallet;

- (iii) limit, restrict or vary the scope and extent of use of the account, wallet or access to the platform;
 - (c) Subject to our discretion and operational requirements, you may not hold more than one account.
 - (d) All accounts are established and maintained by us for the sole purpose of providing and offering the platform and services, and to document and/or record relevant virtual asset transactions. In no circumstances should an account be interpreted as a banking or custody service, or a stored value facility, of any kind.
 - (e) We may provide you with a username and password, or other appropriate login details or access methods for your account.
- III.** At our sole discretion, we reserve the right to amend or modify the eligibility criteria for registration or the use of the platform and/or services at any time, without prior notice.
- IV.** After successfully creating an account with us, you may use the services in the platform. The use of each specific service will be subject to these Terms and the corresponding Terms that govern its use.

Authorized Person

- (a) Prior to appointing an Authorized Person, you must establish your legal status and provide us with a document evidencing your authority to appoint such a person, as well as the details of the Authorized Person.
- (b) The client will operate based on the authority given to the Authorized Person. A client may change or revoke the authority given to the Authorized Person at any time by sending instructions in email to support@bitmarkets.com with the necessary information and documents. Our team will get in touch with you and may request additional documents. If the team is satisfied with the information and documents provided, they will proceed with effectuating the changes and notify you accordingly.
- (c) If there is more than one account holder:
 - (i) All of you must authorize the addition of an additional person as an Authorized Person; and
 - (ii) Any one of you may cancel an additional person's authority to act as an Authorized Person.
- (d) Any activity taken by the Authorized Person in relation to the account on the platform shall be deemed to be the act of the client. We may rely on any instructions given by the Authorized Person.

Introducers

- (a) If you were referred to the Company by an introducer, the Company shall not be responsible for any type of agreement, whether oral or written, made between you and the introducer, or for any additional costs that may arise as a result of the Terms herein.
- (b) You acknowledge and agree that the introducer is neither a representative of the Company nor authorized to provide any guarantees or promises regarding the Company or its services.

Rejection of Application

At our sole discretion, we may reject your application for registration, if in our opinion:

1. an event of default has occurred and is continuing, including but not limited to any violation of applicable laws or regulations, or failure to comply with these Terms;
2. you have provided incorrect, incomplete, or misleading information, or made an incorrect or misleading representation;
3. you have not provided all the required documents and information, or any additional documents or information as may be requested by us, in a timely and satisfactory manner;
4. you have not provided sufficient evidence that meets our eligibility criteria to use the platform and/or services;
5. your use of the platform and/or services may violate any applicable legal, regulatory, or compliance requirements, or if we reasonably believe that your activities may expose us to legal, financial, or reputational risk;
6. we suspect fraudulent or unlawful activity, including money laundering, terrorist financing, or other financial crimes, associated with your application; or
7. we determine, at our discretion, that you are not a suitable user for the platform due to reasons related to risk management, business strategy, or compliance concerns.

We reserve the right to request additional information or clarification at any stage of the application process and to reject your application based on our internal review procedures. Unless mandated by applicable law, the Company is not obliged to provide reasons for the rejection of application for registration.

BITmarkets Services

- (a) BITmarkets Margin trading of derivative products and Future trading services are provided to you by Unicorn Technologies Limited, a company incorporated under the laws of St. Vincent and the Grenadines, with registration no: 27217BC2025 and with its registered office located at Euro House, Richmond Hill Road, P.O. Box 2897,

Kingstown, VC 0100, St. Vincent and the Grenadines, and/or the relevant Affiliate(s) providing services in your area for the particular service or services you access.

- (b) BTMT Earn is a program provided to you by Unicorn Technologies Limited, a company incorporated under the laws of St. Vincent and the Grenadines, with registration no: 27217BC2025 and with its registered office located at Euro House, Richmond Hill Road, P.O. Box 2897, Kingstown, VC 0100, St. Vincent and the Grenadines, and/or the relevant Affiliate(s) providing services in your area for the particular service or services you access.
- (c) BITmarkets Wealth Management Program is a program provided to you by Unicorn Technologies Limited, a company incorporated under the laws of St. Vincent and the Grenadines, with registration no: 27217BC2025 and with its registered office located at Euro House, Richmond Hill Road, P.O. Box 2897, Kingstown, VC 0100, St. Vincent and the Grenadines, and/or the relevant Affiliate(s) providing services in your area for the particular service or services you access.

Inquiries from Us

By creating an account or by using our services, you represent and warrant that you meet all the conditions as set forth in the Eligibility clause. Your ability to successfully open or maintain an account with us is contingent as well upon the provision of additional documents as we may request. We may request additional documents or updates to your submitted documents in the following instances:

1. We may request updates to your documents as necessary to keep the records in our system up to date;
2. When it becomes necessary to provide additional documents during the process of creating your account with us in order to verify your identity and to confirm your eligibility requirements;
3. If required by applicable laws, regulations, or financial institutions, we may ask for further documentation to comply with anti-money laundering (AML), know your customer (KYC), or other regulatory requirements;
4. As part of our ongoing risk management processes, we may periodically request updates to ascertain that your account is secure and in compliance with our platform policies

Based on the results of our inquiries, you agree, understand and accept that:

1. Failure to provide requested documents or updates within a specified timeframe may result in limitations on your account or a delay in processing your application. We may, when deemed necessary, temporarily suspend or permanently block your account.

2. We are of no obligation to notify you of the results of our inquiry and/or we reserve the right, at our sole discretion, to determine your eligibility, whether to proceed or refuse with your account or use the services even if you meet the conditions;
3. Your personal information may be disclosed to relevant government or regulatory agencies;

Inquiries from You

The Support Desk is available on the platform. If the information provided in the platform is not sufficient to address your inquiry, you may send an email to support@bitmarkets.com or contact us at +44 20 4579 5923.

Inquiries and Complaints

If you have any concerns or require assistance regarding your account, platform usage, or the services provided, you may contact our support team by sending an email to support@bitmarkets.com.

For complaints, you may send your concerns to complaints@bitmarkets.com. Upon receipt of your complaint, we will acknowledge it within a reasonable timeframe. A Complaints Form will be provided for you to complete. We recommend that you include all relevant details and supporting documentation, as incomplete information may delay the resolution process. While we aim to respond to you as soon as possible, for more complicated issues, it may take us up to forty-five (45) days or longer to resolve and provide an official response to your complaint. You accept and agree that we shall not be responsible for any loss and/or damage incurred during such period.

If we do not receive a response from you within thirty (30) days after we send you our official response, your complaint will be considered resolved. In the event that we receive a response from you after thirty (30) days, we reserve the right to review your complaint on a case-by-case basis, and in certain circumstances, we may choose to make an exception and reopen the complaint for further review. Please note that any response received after the thirty (30) day period may not be subject to further investigation. We encourage you to communicate with us to ascertain a timely resolution of such complaint.

We will contact you through your registered email address or contact number. In case of changes as regards your contact information, please ensure to notify us as soon as possible. We will not be held responsible in the event that you do not receive correspondence or notice from us due to the changes in your contact information.

If your inquiry involves specifics or technicalities, we recommend you seek independent professional advice.

Record of Documents

The Company retains your personal data to facilitate your continued use of the services, as required by law, for tax and accounting purposes, and for as long as necessary to fulfil the relevant purposes as provided in the [Privacy Policy](#). The process on how we collect and use your personal data in relation to the use of the platform and/or services are provided in the [Privacy Policy](#).

Activities

You agree, understand and accept that you will:

1. use your account and the services in a rightful manner;
2. use your account and the services with your full authority and solely for your own benefit and not for the benefit of any other person;
3. be fully responsible for all the activities of your Authorized Person and they are bound by these Terms and other legal documents, including any changes, amendments or modifications that may be published;
4. be fully responsible for all the activities, acts and/or omissions that may take place in your account and to assume all the risks of authorized or unauthorized access to your account to the fullest extent permissible by law;
5. maintain the security of your account at all times;
6. inform us as soon as possible if you suspect that your account is involved in security breach.

Use of the Platform and the Trading Account

- (a) If you are a retail client, you must use your trading account solely for your own personal purposes unless you have obtained prior written consent to do otherwise. If you are a corporate client, the individuals authorized to use the account must do so solely for your benefit and not on behalf or for the benefit of another person.
- (b) Only the individuals verified by the Company is permitted to use the trading account. You are responsible for keeping your log-in credentials or access method confidential so that your account will not be accessed or used without your permission. You are solely responsible for all activities that occur in your account. You must ensure that any account registered under your name are used solely by you and not by or for any other person. The individuals that enter into these Terms on your behalf is, and any person representing you in relation to any Order is and will be, duly authorised to do so;

- (c) If we approve your registration application,
 - (i) the terms on which you may use the platform and your account are set out in these Terms and other relevant legal documents found in our platform;
 - (ii) we may grant you a non-exclusive, non-sublicensable (except as permitted within these Terms, to Authorised Persons), non-transferable personal right to use the Exchange and your Account to engage in our services;
 - (iii) you may only use the platform and your account for your own purposes;
- (d) When you submit an application for registration, or at any time thereafter, you authorize us to perform electronic identity verification checks on you, either directly or through relevant third-party service providers;
- (e) We reserve the right to verify, when necessary, the information you provide, or to obtain information about you, either directly or through third parties using secure databases. We may also take any actions we consider necessary based on the results of these inquiries. Hence, when we carry out inquiries thereof, you acknowledge that your personal data may be disclosed to third parties;
- (f) If we determine at any time that your information or documents are incomplete, outdated, or inaccurate, we may request you to provide additional information or documentation and/or to undergo the verification process again. Failure to complete any part of the registration process or to provide up-to-date information or documents may prevent you from using our platform and/or services. In this case, you agree to indemnify us for any and all losses you may incur due to failure to provide complete, accurate, and up-to-date information at any time, both before and after the termination of our services;
- (g) If you become aware of any changes to your information, documents, or authorization, you must notify us within a reasonable time and submit the updated information, documents, or authorization. If you fail to update your information, documents, or authorization within a reasonable time after becoming aware of any changes, we reserve the right to suspend or restrict your access to the platform and/or services until the necessary updates are provided. Continued failure to provide information may result in the termination of your account or other actions as deemed appropriate by us, in accordance with these Terms.
- (h) You agree and enter into these Terms and submit each Order as a principal and not acting as an agent for any other person, as trustee of any trust or on behalf, or for the benefit, of any other person. Without limiting generality, no Authorised Person has any interest in your account or any order;

- (i) You are the sole ultimate beneficial owner of your account and you are not acting on behalf of or representing any other natural person or legal person;
- (j) You are the beneficial owner of (or if you are acting as a trustee, the legal owner) any virtual asset or fiat currency subject to these Terms, and forming the subject matter of the services;
- (k) You are not impersonating any other person, operating under an alias or otherwise concealing your identity;
- (l) You ensure that your systems and any relevant devices, including any Enabled Devices, are maintained in good order and are suitable for use with your Account;
- (m) You ensure not to leave unattended, at any time, any system, telephone, computer, terminal or device from which you are able to operate your account;
- (n) You or your authorized person must have the necessary equipment and internet in order to access your account. Any device that you or any of your Authorised Persons uses, including your Enabled Device, is not jailbroken and otherwise meets the device requirements as described in the Exchange FAQs;
- (o) You maintain adequate security measures over your systems and devices, including any enabled devices, to prevent anyone other than you or your Authorised Person from operating or accessing your account;
- (p) You carry out virus, rootkit, keylogger and other malware checks of your systems and devices on a regular basis;
- (q) You must inform us immediately of a known unauthorised access, transaction or instruction to your account. If it is within your control, to cause such unauthorised access to cease;
- (r) If you are a resident of a particular Available Jurisdiction, or have a relevant connection to a particular jurisdiction, additional terms and conditions may apply as notified by us at any time.
- (s) All information and document provided to us during the account creation or as may be requested by us from time to time must be in English language. If the document you provided is not in English language, you may be required to provide a certified English translation, except where prohibited by applicable law. The Company should not be responsible for the translation of any non-English documents and should not be obliged to process or review any documents that are not in the English language;
- (t) You acknowledge and agree that the platform, your account, the website and the mobile application is not developed for individual needs, and you agree to the use on an “as is” and “as available” basis at your own risk, without any representation or warranty, whether express, implied or statutory. We shall not be responsible for any consequence or loss you may incur from your use thereof.

- (u) You agree that prior to using the platform, services or your account while outside your country of residence, you will ensure that you will not be in violation of any laws, rules, or regulations in other country by doing so.
- (v) You ensure not to send, distribute or upload data or materials that contain malfunctions, malware, viruses or other such deficiency or harmful components that may impair or damage the operation of the platform, or your account;
- (w) You shall not post, promote or transmit through the platform any unlawful, harassing, libellous, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.

Withdrawal or Suspension of Platform Use

We reserve the right to withdraw or suspend your right to use the platform and/or services at any time without prior notice to, or consent from you and without assigning any reason for such action.

Account History

- (a) Your account history is accessible in the platform. If you encounter any unfamiliar or unrecognized access, entries or transactions, or if you identify any inaccuracies, you must send an email to support@bitmarkets.com within fourteen (14) calendar days from the date the account history is made available to you.
- (b) We may correct any errors in your account history at any time and reserve the right to void, cancel, or reverse any transaction involving or resulting from a manifest error. We may also amend the details of such transactions in order to reflect what we reasonably determine to be the correct information. In this case, the Company will notify and confirm the details with you through the agreed communication method.

Account Deletion

If you wish to permanently delete your account with us, you may send an email to support@bitmarkets.com. The account deletion request must be sent from the same email address used to register your account.

- (a) Account deletion is permanent. After your account is deleted, you will lose access to it, including any transaction history or data.
- (b) If you have any assets remaining in your account, please make sure to settle them before you submit a request for account deletion. Otherwise, these assets will be lost and cannot be recovered after the deletion of account.
- (c) Although we can delete your account permanently as per request, we must retain certain personal data for a specified period after deletion. This retention is required by law, such as AML/CFT regulations, or as may be necessary for handling any

future disputes or claims. Your personal data will be deleted once the legally required retention period has elapsed.

- (d) Additional information about how we store your personal data can be found in our [Privacy Policy](#).
- (e) If at the time of your email request submission your account has any outstanding or ongoing obligations or activities, including but not limited to any fixed term loan, deposits, or any amount due to the Company, you agree that the Company will not be obliged to process your request until all such obligations, activities or outstanding amounts have been completed.

Instructions

General Instructions

You:

- (a) authorise us to accept Instructions from you or your Authorised Person. You confirm that each Authorised Person has the power to give instructions on your behalf. You will ensure that each of your Authorized Person complies with the requirements imposed regarding the Instructions and any Applicable Law;
- (b) agree that we may assume the authenticity of any instructions given or purportedly given by you or your Authorized Person, or any individual claiming to be your Authorized Person is indeed that person, or from your enabled device. We are not obliged to inquire or investigate into the particulars;
- (c) are responsible for ensuring the accuracy and completeness of the instructions. You acknowledge and agree that once given, an instruction cannot be revoked and if acted on by us, the instruction will be binding on you.

Electronic Instructions and Records

- (a) To the extent applicable, you acknowledge that all instructions given (and our records of those instructions) in electronic form are original documents in writing.
- (b) You accept full responsibility for the security and authenticity of all instructions, and you are bound by all the instructions. We are entitled to assume that all instructions received are yours. We are not obliged to inquire or investigate into the particulars.
- (c) You acknowledge that instructions and information transmitted via the platform are generally sent over the internet and may pass through public, international networks that are not specifically secured. We cannot guarantee that such instructions will be completely protected against unauthorized access, and you accept the associated risks.
- (d) Any instructions sent by you are considered received only when we have successfully retrieved them from the relevant system and duly informed you of

such receipt. If we do not acknowledge your instruction within seven (7) days, the said instruction is deemed to not to have been received by us. Similarly, any instructions sent by you to third parties are considered received by the third parties only in accordance with their terms and conditions.

- (e) You agree, without prejudice to any provision of the Agreement, that any terms in your local jurisdiction govern the time and place of dispatch and receipt of electronic communication, such terms should not apply to your use of the platform and/or services to the maximum extent permitted under applicable law. You acknowledge that you are liable for any damage that may result from using the Internet, including loss, delay, misinterpretations, corrupted texts, unauthorized interceptions by third parties, or duplicates.
- (f) You acknowledge and agree that in the event of any dispute arising in connection with your use of the platform and/or services, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of the platform and/or services (including Transaction History) at any specified date should be conclusive of accuracy and authenticity and should be binding on you for all purposes. In addition, you agree not to challenge the validity, admissibility or enforceability of such records on the basis that they are in electronic form, without further requirement of proof of authenticity or accuracy in a court of law under applicable evidentiary law, rules and/or regulations.

Giving and Receiving Instructions

- (a) You may provide instructions through the agreed communication method.
- (b) Subject to our discretion to reject any instruction, all instructions are only valid and effective if received by us within the trading hours on a business day. However, we do not guarantee that any of the instructions will be processed even though they may have been received.
- (c) Instructions from you are irrevocable and you are not entitled to reverse or otherwise disclaim such instructions. We are under no obligation to act on an instruction to cancel or amend a previous instruction from you or your Authorised Person. We may also be unable to cancel or amend an unexecuted or partly executed instruction for any reason.
- (d) We use our reasonable endeavours to execute the instructions, but we do not guarantee that the instructions will be wholly or partially executed or will be executed by a certain time. Partially exercised instructions may not be cancelled or reversed on the basis that the instructions have not been wholly exercised. We are not responsible for any delays due to force majeure, a network event, market factors, our own verification or authorisation processes or any other

reason whatsoever, nor for executing an order before processing any cancellation or amendment that you may send to us.

When We may Refuse, Cancel or Reverse Instructions

- (a) Disruptive trading or market manipulation is prohibited. Any orders intended to create unnecessary volatility or to establish conditions where prices do not reflect fair market value are not allowed. If you or any related party place such orders with knowledge of their purpose, or if you or any related party, with such knowledge, assist in executing any plan or scheme to place such orders, you and any related party will be considered to have engaged in conduct detrimental to the Company.
- (b) The Company reserves the right to restrict or terminate the contractual relationship at any time and for any reason, at its sole discretion. This includes, but is not limited to, situations where the Company suspects that the client is engaging in market manipulation for price arbitrage or exploiting the pricing provided by the Company to gain a market advantage. The Company is not required to provide prior notice regarding restriction, termination, or the reasons behind it.
- (c) We reserve the right, at any time, to refuse, cancel, or reverse your instructions without providing any reason, explanation, or prior notice.

Risks of Giving Instructions

You acknowledge, accept, and assume the risks associated with providing instructions. These risks include the potential for unauthorized instructions or instructions issued by an unauthorized individual, the possibility of instructions being processed twice if sent in different forms, and the inherent risks of electronic communication, such as the inability to guarantee security, protection from viruses, or timely delivery of information.

Fees

You agree, understand and accept:

1. You will pay all the relevant fees or taxes related to your use of the services, including among others, fees for deposits, trades, commissions, withdrawals, remittance or transfer, as outlined in the Fee Schedule on the Fees Section of the platform, through another agreed communication method, or as otherwise notified by us in writing from time to time which are exclusive of any applicable taxes and the actual fee charged will be increased to account for any such applicable taxes;
2. You permit and authorize us to deduct from your account all relevant commissions, fees, charges, or interests that may arise based on the calculation as set out on the Fee schedule relevant to your use of a particular service;

3. You will be solely responsible for any additional fees or charges imposed by your financial institution or payment provider for executed transactions in the use of the service;
4. Any calculations with regard to the services are final and binding on you, except in the case of a manifest error;
5. The fees are subject to changes at any time, without prior notice and any change will be effective as of the date the changes in the fees are published in the platform. We recommend that you check the Fees Section from time to time. If you continue to use or access our platform or services after any changes are made, you agree to accept all the changes.

Taxes

It is your sole responsibility and obligation to:

1. determine whether, and to what extent, any Taxes apply to any transactions associated with your receipt or transfer of virtual assets and/or to the orders you conduct and to withhold, collect, report and remit the correct amount of taxes to the appropriate tax authorities. Your transaction history is available in the platform. We are neither obliged to, nor will we determine whether, and to what extent, taxes apply, or calculate, collect, report, or remit any taxes to any tax authority arising from any transaction.
2. adjust the payable amount accordingly if any applicable laws necessitate tax deductions from payments to us. This adjustment should ensure that, after deduction, we receive the same net amount as we would have received without the deduction requirement. You undertake to deduct the tax amount, remit it to the respective tax authority as per the applicable law, and furnish us with the original receipts thereof.

We may be obliged to withhold payments to you and to transfer such amounts to an institution or government authority. You agree, understand and accept to immediately reimburse us for the amount of any such deduction or withholding or we may recover the amount in your account, if at any time, any relevant institution or government authority requires us to make a deduction or withholding on any payment due to you. You agree, understand and accept that you will indemnify us against any loss we suffer or incur as a result of the deduction or withholding.

Value Added Tax (VAT)

1. All payments required from you in connection with the Agreement are calculated without regard to any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

2. If any of these types of taxes are payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.

Payment and Deliveries

- (a) We reserve the right to, in good faith and in a commercially reasonable manner, refuse to accept or execute any transfer of a virtual asset, and we will promptly notify you of such refusal.
- (b) We reserve the right to decline facilitating any transfer of virtual assets, whether through the trade engine or by other means, if they do not qualify as eligible virtual assets. Further, you may not use such virtual assets to settle an executed order.
- (c) You acknowledge and agree that if, at any time, there are insufficient eligible virtual assets to cover other payments debited or due to be debited, or any amount owed to us, we may, at our sole discretion and without any obligation to do so, decline to execute your instructions and force-sell any eligible virtual assets held by us on your behalf, without requiring further instruction or authorization from you
- (d) Your obligation to pay any amount is separate from each of your other obligations to pay.

Rights of Netting, Set-off and Lien

- (a) If, on any given day, either you or the Company have payment and delivery obligations in the same virtual asset related to two or more executed orders, we reserve the right to choose to fulfill these obligations on a net basis. This ensures that obligations are automatically settled and discharged. If, for the same virtual asset, the total amount payable by one party exceeds the total amount payable by the other party, the payment and delivery obligations will be adjusted so that the party with the larger total amount payable will only need to pay the difference between the larger and smaller amounts to the other party.
- (b) We reserve the right to set off any amount owed to you against any amount that you owe us, without prior notice. This action may occur regardless of whether the obligation is matured or contingent, and it applies to any currency, asset, or place of payment. Further, if multiple individuals or entities constitute our client, we retain the right to set off amounts owed by any one or more of those parties, either individually or collectively.
- (c) We reserve the right to exercise a lien over any or all of your property that is in our possession or control, for any reason, except where such action would require us to disclose an interest. This lien grants us the authority to sell the said property and utilize the proceeds from the sale, deducting reasonable costs, to settle any outstanding amounts owed to us by you.

- (d) We reserve the discretion to conduct any currency conversion at a rate that we deem reasonable under the circumstances.
- (e) The rights outlined herein are supplementary to any other rights, entitlements, or obligations we may have under the Terms herein or as provided by Applicable Laws. This includes, but is not limited to, rights of set-off, offset, combination of accounts, lien, right of retention, withholding, or any similar right or requirement.

Payment in Other Assets

You waive any entitlement you may have in any jurisdiction to pay any amount other than in the Eligible Virtual Asset in which it is due. If we receive an amount in a virtual asset other than that in which it is due:

- (a) We reserve the right to return the payment and request that you fulfill the appropriate payment obligation. Further, we may impose charges on you for the costs incurred in returning the payment; or
- (b) We reserve the right to convert the amount into the required eligible virtual asset on the date and at the rates we deem reasonable, and we may deduct costs incurred in the conversion process. Under these circumstances, you are obliged to fulfill your payment obligations solely in the required eligible virtual asset, up to the amount obtained from the conversion after deducting the associated costs.

Conversion on Judgment Debt

If a judgment, order or proof of debt or the recovery of an amount in connection with these Terms is expressed in a virtual asset other than that in which the amount is due under these Terms, you agree to indemnify us on demand against:

- (a) any difference arising from converting the virtual asset, if the rate of exchange we would otherwise use under these Terms when we receive a payment in the virtual asset is less favourable to us than the rate of exchange used for the purpose of the judgment, order or acceptance of proof of debt; and
- (b) the costs of conversion.

Third Party Payments

We are not obliged to make any payments or deliveries to a third party unless expressly outlined in the Terms herein or otherwise agreed upon by us in writing. Further, any third-party payments may be subject to conditions.

General Conditions Precedent to Payments by Us

Each of our obligations to make a payment or delivery, or to perform an obligation is subject to the following conditions:

- (a) we are satisfied that you have fulfilled your corresponding obligations, if any, in accordance with all applicable terms;
- (b) no event of default has occurred and is continuing; and
- (c) such actions will not result in a breach of any Applicable law or our internal policies.

Calculations

- (a) We act as the “calculation agent” for each executed order. All calculations are conducted at our sole discretion unless otherwise specified in the relevant Confirmation.
- (b) Subject to the relevant confirmation, the calculation agent is responsible for:
 - (i) calculating the fees and rates, amounts, periods and dates (including changes) in accordance with the confirmation;
 - (ii) giving notice of such fees, rates, amounts, periods and dates;
 - (iii) determining the value of any virtual asset in respect of another virtual asset or in respect of a fiat currency;
 - (iv) effecting or calculating any virtual asset conversion necessary or desirable for the purposes of any executed order; and
 - (v) calculating any netting or set-off.
- (c) The calculations and determinations made by the calculation agent are deemed final and binding unless there is a material error. These calculations will be applied using a methodology determined by us in good faith and at our discretion.

Adjustments

- (a) If, in our opinion, any event or circumstance occurs, including a network event or force majeure, that adversely affects our ability to determine the amount payable to or by you regarding any order, and such circumstances persist for at least five (5) business days, we may adjust the method used or to be used to determine the amount payable to or by you in respect of any executed order. These adjustments will be made in accordance with our customary practices or, if applicable, market practices of which we are aware.
- (b) The adjustments made are binding and conclusive against you.

Netting

For two or more executed orders, we, acting as the calculation agent, will determine the net amount of all payable amounts on the same date and in the same virtual asset, regardless of whether these amounts are associated with the same executed order.

Set-off and Payment Notice

The Company will issue a payment notice for any fees or amounts owed, as calculated by the Company acting as the calculation agent. This includes any amounts owed to us resulting from the exercise of our rights under these Terms. If such amount is not repaid within seven (7) business days from the date of notification, you confirm and authorise the Company to recover such amount from your other accounts with the Company by debiting any assets in those accounts or otherwise setting off against amounts owed to you.

Our other rights

- (a) We may at any time and without notice to you:
 - (i) set off any amount we owe you against any amount you owe us; or
 - (ii) recover any amount you owe us

In either case, whether or not the obligation is matured or contingent and irrespective of the currency, asset, or place of payment, any amounts that are set off will be promptly discharged in all respects.

- (b) Our right to net and/or set off is in addition to any other rights of set-off, offset, combination of accounts, lien, right of retention or withholding, or similar rights or requirements to which we are entitled or subject, whether under the Agreement or by operation of applicable law.
- (c) Unless otherwise specified in these Terms, you are not entitled to any refund of any costs, fees or interest you have paid, or subsidy you have received, including instances, among others, when you cancel an order.
- (d) From the time any amount is overdue for payment until it is paid, you agree to pay interest at our prevailing default interest rate on the overdue amount. These interest rates are subject to revision periodically and shall remain available upon request.

Ongoing Requirements and Use of the Exchange and/or Services

You must comply with the Agreement and the applicable Law, including AML/CTF requirements, and Financial Crime Regulations on an ongoing basis.

You undertake not to and should not, knowingly or otherwise, authorise, allow or assist any other party to:

- (a) use the platform and/or services to conduct electronic spamming or otherwise distribute any unsolicited or unauthorised advertising, promotional or marketing material, junk mail or chain letters;
- (b) use the platform and/or services to perform illegal, unlawful or immoral activities (including but not limited to money laundering, terrorism financing and fraudulent activities);

- (c) use the platform and/or services to upload content that contains or is infected with viruses, malicious codes, trojan horses, or any content that is unlawful, immoral or illegal or contains any other harmful or deleterious program;
- (d) modify or adapt whole or any part of the platform and/or services or combine or incorporate platform and/or services into another program or application;
- (e) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code, object code, underlying concepts, ideas and algorithms of the platform and/or services or any components thereof;
- (f) use the platform and/or services in any manner that would lead to the infringement of us, our Affiliates' or any other third party's Intellectual Property Rights. You undertake not to take or attempt to take any action or claim ownership of any property that infringes or would infringe upon our Intellectual Property interests;
- (g) use the platform and/or services in a way that could damage, disable, impair, or compromise the provision of the platform and/or services (or the systems or security of the platform and/or services or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of the Company. You undertake not to gain or attempt to gain unauthorised access to the account or wallets of other users;
- (h) take any action that imposes an unreasonable or disproportionately large burden or load on the Company infrastructure (including, but without limitation to our servers, networks, data centres and related or like equipment) and detrimentally interfere with, intercept or expropriate any system, data or information belonging to other users of the Services;
- (i) engage in any other activities deemed inappropriate by us or which is in contravention of these Terms or any Applicable laws;
- (j) provide false, inaccurate, incomplete, or misleading information to the Company or any of its Affiliates or third-party services providers; or
- (k) deposit with the Company any virtual assets and/or fiat currency forming part of the proceeds of any criminal or unlawful activity.

1. Exchange

1.1 Availability of the Platform

- (a) The platform is available during Trading Hours on each day.
- (b) The platform may not be available at certain times. There may be some downtime (as advised through agreed communication method) when use of the platform will be restricted or not possible.
- (c) We may periodically shut down the platform or access through the website or application, and interrupt any automatic functions for the following reasons:

- (i) planned system and software maintenance;
 - (ii) unscheduled emergency maintenance;
 - (iii) seasonal holidays; and
 - (iv) any other event that the Company may consider requires suspension of the platform.
- (d) We reserve the right, and without liability to you, to update, change, remove, cancel, suspend, disable or restrict access to or discontinue the platform, or change any features, component or content thereof.

1.2 Submission of Order

- (a) An order can only be submitted to the platform by you using an agreed communication method and the procedure specified through that method for that order.
- (b) An order must be a Limit order, Market order or Advanced order.
- (c) An order must comply with any applicable minimum and maximum order values and any other requirements specified via the agreed communication method.
- (d) When submitting an order, you must comply with any trading and position limits imposed by us in accordance with these Terms.
- (e) You must have an available balance of the relevant eligible virtual assets in your account to submit an order. This available balance must be sufficient to cover the total value of the order and any applicable fees.
- (f) When you place an order, the quantity of the relevant eligible virtual asset will be placed on hold in your account until that order is executed or cancelled.

1.3 Orders

- (a) Once an order is submitted to the platform, it will be displayed and remain open and binding on the client who submitted it until it is executed or cancelled.
- (b) You may cancel an order that you have submitted at any time before the order is executed.

1.4 Price Deviation Warning

We will endeavour to provide a warning to you if you attempt to submit an order that may fully or partially execute at a price exceeding 5% from the price specified in the most recent executed order for that trading pair. Nevertheless, the final decision to submit the order rests with you.

1.5 Limit Orders

- (a) A Limit Order is not guaranteed to execute.

- (b) A Limit Order may only execute at the price stated in the Limit Order or at a better price.
- (c) A Limit Order can be a Maker Order or a Taker Order.

1.6 Market Orders

- (a) A Market Order may execute at different prices, depending on the quantity of the Base Asset specified and the volume and prices of Orders on the Exchange at the time the Market Order is submitted and while the Market Order remains open.
- (b) A Market Order is always a Taker Order.

1.7 Advanced Orders

- (a) We may, at our sole discretion, specify through an agreed communication method additional or different requirements, restrictions, or conditions for one or more advanced orders or types of advanced orders.
- (b) If any requirement, restriction, or condition for an Advanced Order (or a type of Advanced Order) is inconsistent with any of the Terms herein, the former prevails to the extent of the inconsistency in respect of that Advanced Order (or Advanced Order type) unless otherwise specified in writing.

1.8 Order Matching Engine

- (a) Orders are executed by the Order Matching Engine, which matches a Taker Order with a Maker Order.
- (b) Orders are matched based on the price and time the Orders are placed, and earlier Orders at the same price take priority over later Orders.
- (c) An Order may be matched with and executed by one or more Orders at the same price.
- (d) A Taker Order will be matched with the best price and earliest Maker Order with the same price level for that Trading Pair on the Exchange; and if it is not executed by that Maker Order or is only partially executed by that Maker Order, matched with any subsequent Maker Order in accordance with clause 1.8(b).
- (e) The process stated in clause 1.8(d), of the second part, is repeated until the Taker Order is completely executed or cancelled.

1.9 Self-Execution Prevention

Where two orders of the same quantity would result in Self-Execution, we will cancel both orders.

1.10 Trade Engine

- (a) Executed orders and applicable fees, costs and tax will be settled in full, without set off, counterclaim or deduction or withholding, unless the deduction or withholding is required by applicable law, by the Trade Engine.
- (b) Executed orders will be settled as soon as possible after execution.
- (c) Settlement of executed orders by the Trade Engine is final and will not be reversed unless:
 - (i) compelled to do so by any applicable law;
 - (ii) entitled to do so under these Terms; or
 - (iii) misexecution has occurred, or orders or fills have not been processed as specified in these Terms due to technical or other errors.
- (d) We may, at our sole discretion, exert reasonable efforts and take all necessary steps to restore you to the position you would have occupied had the misexecution or error not occurred.

1.11 Order Minimums and Maximums

The minimum and maximum order values for the platform will be published by us on our platform, which may be adjusted from time to time.

2. Orders

2.1 Orders must be Pre-paid

- (a) Before you place an Order, you must have sufficient and appropriate type of eligible virtual assets recorded in your Account to meet your obligations in respect of the proposed virtual asset transaction, inclusive of any applicable fees, costs and tax. Notwithstanding the amount displayed as being recorded to an account, only eligible virtual assets and corresponding fiat currency will be taken into account when assessing whether the sufficiency and appropriateness requirements herein are satisfied.
- (b) If any virtual assets in your account are determined not to be eligible virtual assets, you must substitute the assets in your account with eligible virtual assets before you can submit an order or discharge your obligations in respect of an Executed Order.

2.2 Your Responsibilities

Without limiting any other provision of the Agreement,

- (a) the submission of an order and performance of any Executed Order and any agreement arising under or in connection with that Executed Order, is your sole responsibility; and
- (b) you are responsible for complying with all notification requirements and other reporting obligations relating to Executed Orders under Applicable law.

2.3 Limits and Controls on Orders

- (a) We may impose trading and position limits, and position management controls. This includes limits and controls aimed to mitigate and manage our own liquidity, operational and other risks. Such measures may be implemented at any time, without prior notice and without providing reasons. As a result, you understand and acknowledge that you may be unable to submit an Order or take other actions at certain times if such actions would cause you to exceed an applicable limit. Further, we may apply appropriate filter to reject any instruction submitted by you.
- (b) You agree to adhere to any limits or controls imposed by us and to refrain from engaging in any actions that would result in a breach of these limits on your activities.
- (c) We may monitor your positions relative to the limits or controls imposed by us. These limits are solely for our protection, and we will not be responsible for monitoring or ensuring your compliance with any limits imposed on your trading activities by you or by applicable law.
- (d) To ensure compliance with applicable law or any limits set by us, we may decline to act on instructions or execute an order. Additionally, we may suspend your use of the trading tools, request that you take certain actions, or take any other actions we deem appropriate under the circumstances.
- (e) You indemnify us against any loss as a result of your breach of any of the limits or controls imposed by us.
- (f) Notwithstanding any provision in these Terms to the contrary, we are not required to make available to you any product or service, including the platform, an account, or the trading tools, or to facilitate any order, if such actions would cause us to breach any applicable law, including any AML/CTF requirements.

Without limiting clause 2.3, we reserve the right, and without liability to you, to Fill, decline to Fill, suspend, cancel, reverse, void or partially execute your orders on the platform at our discretion.

2.4 Online and Offline Storage or Private Keys

The Company may store any virtual asset private keys in our control in a combination of online and offline storage. As a result, it may be necessary for the Company to retrieve this information from offline storage to execute an Order in accordance with your Instructions, which may delay the initiation or crediting of such Order for forty-eight (48) hours or more. As a user of the platform and/or services, you accept the risk that an order may be delayed, and you agree not to hold the Company responsible for any loss arising out of or related to such delay.

3. Network Events

3.1 Infrastructure Participant, Network Participant and Network Event

In conjunction with Annex I of these Terms, if:

- (a) any Infrastructure Participant or Network Participant gives a direction, or makes a decision or election that affects an Executed Order; or
- (b) any Infrastructure Participant or Network Participant becomes Insolvent or is suspended from operating; or
- (c) a Network Event has occurred,

we may take any action which we, in our sole discretion, consider appropriate to correspond with the direction, decision, election or event (including a Network Event), or to mitigate any loss incurred or potential loss or impact which may be incurred as a result of such action or event. Any such action may result in suspension of access to, or adjustment of the balance in, your Account. Subject to applicable law, any such action will be binding on you (including, where relevant, making any decision or election in relation to a Network Event).

3.2 Cooperation and Enquiries

Where any Infrastructure Participant, Network Participant or any regulatory body makes an enquiry which relates to the Platform, your Account or an Order, you agree to cooperate with us and that any information relevant to the inquiry may be passed to the Company, its partners, or any Infrastructure Participant, Network Participant or regulatory body, as may be appropriate.

3.3 Staking

Unless specifically announced through an agreed communication method in relation to a virtual asset and subject to the Terms herein, we do not support the staking of virtual asset on your behalf and we do not distribute any rewards associated with staking.

3.4 Network Event

On each occasion of a network event, we may, at our sole discretion, determine:

- (a) in the event of a Fork, which branch of the Fork is recognised and supported, if any, and when necessary, to take any action or make election required to implement such recognition and support of that Fork;
- (b) in the event of an Airdrop, whether to credit any virtual assets received by us to the account or participate in an airdrop, and upon what terms to do so, the decision regarding the airdropped virtual assets always remains with us. We will not be liable

to you for failure to credit any virtual asset to you or participate in any airdrop. If we do not support an Airdrop, we may claim such airdrop for our own benefit unless it is unavoidable or impracticable to avoid based on the means of distribution. Where any airdropped virtual assets in respect of any On-Exchange Assets have been received by you directly as an Off-Exchange Asset, we may claim such airdropped virtual assets from you and you agree to return such airdropped virtual assets to us;

- (c) in the event of a Network Event which results in loss of ownership or control of virtual assets, how such loss is apportioned; and
- (d) whether to halt transactions or to cease relevant services pertaining to a specific virtual asset (or generally) or any other activities for any period, which period of time may also be extended in our discretion.

Upon becoming aware of a Network Event, we will endeavour to notify you through an agreed communication method as soon as practicable. Further, we will publish our decision in handling the relevant virtual assets in the event of a Network Event at least one (1) business day before the occurrence of the Network Event, unless it is impossible or reasonably impracticable.

4. Prevention of Market Misconduct

4.1 Prohibition on Market Misconduct

You must not engage in Market Misconduct or any other deceptive, fraudulent, or manipulative practices that may distort the integrity, fairness, or transparency of the market. Any attempt to artificially influence the price, trading volume, or order book of any digital asset on the platform is strictly prohibited.

We reserve the right to monitor, investigate, and take appropriate action against any suspected Market Misconduct, including account suspension, closure, termination, reporting to regulatory authorities, or any other measures necessary to protect the integrity of the platform and comply with applicable laws and regulations.

4.2 Prohibited Orders

You must not submit an Order:

- (a) that, if executed, would constitute a Prohibited Transaction;
- (b) with a view to conceal or facilitate Market Misconduct by yourself or any other person; or

the primary purpose of which is to transfer virtual assets between accounts without creating or reducing the open interest in a Trading Pair.

5. Representations and Warranties

By completing the account registration, you represent and warrant that:

- (a) you are not currently registered as a user of the platform and/or services;
- (b) you are not located in, under the control of, or a national or resident of any of the restricted jurisdictions or international sanctioned countries;
- (c) you are not a resident or Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction which the Company has notified as being subject to prohibitions or restrictions on accessing or using the platform and/or services, nor are you a resident or Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which entry into or performing your obligations under these Terms or the delivery, holding, use, or exchange of virtual assets is unlawful or restricted in any way or requires licensing, registration, or approval of any kind;
- (d) the information and documents you provide are true, recent and accurate, and shall remain throughout the term of the Agreement;
- (e) you have appropriate knowledge and experience of cryptocurrency trading, blockchain technology, cryptography and smart contracts and the virtual assets applicable to each order and the related features and risks;
- (f) you understand the nature and assume the risks of the subject matter of these Terms;
- (g) you are capable of assuming, and do assume, all risks associated with these Terms and any order, including the risks described in Annex I of these Terms;
- (h) in respect of the platform and each order, you:
 - (i) have read and understood all relevant documents that constitute these Terms;
 - (ii) have adequate information and knowledge in relation to your decision to use the platform and submission of orders; and
 - (iii) have made your own independent decision to use the platform and the submission of orders, and that the platform and each order are appropriate and proper for you based on your own judgment and upon advice from independent advisers you have considered necessary;
- (i) you have full legal capacity, power and all the necessary authorisations to own your assets and carry on any business you conduct, to enter into these Terms and submit each order and to comply with the obligations and exercise its rights under them;
- (j) you have obtained all necessary authorisations and consents, and taken all necessary corporate actions (as applicable) to make all payments and deliveries as contemplated by these Terms;

- (k) your obligations under these Terms are valid, binding and enforceable and it will not be in breach of any applicable law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under these Terms or any order;
- (l) you or any authorised person, person who controls you and/or any person for whom you act, as applicable, is not a Proscribed Person;
- (m) you have not withheld any information that might have caused us not to enter into these Terms or not allow your order to be submitted (including information about the assets you own and any encumbrance over them);
- (n) neither you, nor any assets you own, have immunity from the jurisdiction of a court or from legal process in any place;
- (o) you are not relying on any communication from us as advice (whether written or oral) from us, and we are not an advisor to you, in connection with these Terms or any order;
- (p) you understand the nature and assume risks of the subject matter of these Terms and you will seek independent professional advice when necessary;
- (q) you have sources of information other than those provided by us and our representatives that you use in evaluating virtual assets;
- (r) at any time that you deliver, or procure the delivery of, virtual assets to us in connection with an order or otherwise, you have the absolute right to sell, assign, convey, transfer and deliver such virtual asset, and are deemed to confirm that it is fully paid and free of any encumbrance;
- (s) no action, suit or proceeding at law or in equity before any court, tribunal, government agency or any arbitrator that is likely to affect the legality, validity or enforceability against you or these Terms or your ability to perform your obligations under these Terms is pending or, to your knowledge, threatened against you;
- (t) you are responsible for your own tax affairs, and you have not committed or been convicted of any tax or other criminal offence;
- (u) no event of default has occurred, nor has any event occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become an event of default;
- (v) you will not use the platform and/or services if any applicable law prohibit you from doing so in accordance with these Terms; and
- (w) you are compliant with these Terms and all applicable law to which you are subject, including without limitation, all tax laws and regulations, exchange control requirements and registration requirements.

You must immediately notify us if an event of default occurs, or you have reason to believe that you cannot commit with the representations and warranties.

6. Intellectual Property Rights

- (a) The Platform, Services, Platform Materials, Mobile Application, and their entire contents, features, and functionality (including all information, content, software, text, displays, images, video, audio, service marks, and the design, selection, and arrangement thereof) (“Intellectual Property”), are owned by us, its licensors or other providers of Intellectual Property and are protected by local and international Intellectual Property Rights. You acknowledge that we, its licensors or other providers own the Intellectual Property, and you agree not to use any Intellectual Property without the express prior written consent of us, or the respective licensor or provider. All rights reserved.
- (b) The Intellectual Property may not be copied, modified, reproduced, republished, downloaded, publicly displayed, encoded, translated, transmitted, or distributed in any way (including by mirroring the Intellectual Property), in whole or in part, without the express prior written permission of us, except as expressly provided for in these Terms. Any unauthorised use of the Intellectual Property is prohibited.

6.1 Limitations on Use of the Platform Materials

- (a) You may not allow or permit any other person to use the platform materials (as defined above but also including, but not limited to, our spot exchange and/or platform market data, which may include, without limitation, the prices and quantities of orders and transactions executed on the platform) or otherwise deal with them for the benefit of any other person or in any way that is not specifically contemplated by these Terms (including by way of downloading, copying, reproducing, adapting, publishing, selling, or distributing them) without our express written consent, which we may reject or grant at our own discretion, with or without conditions.
- (b) You will keep all the platform materials strictly confidential, except to the extent they are already in the public domain (other than through a breach of these Terms or any other obligation of confidence).
- (c) You will respect and protect all rights, title and interest (including any Intellectual Property Rights) in the platform materials.
- (d) You will not, without our prior written consent, commercialise and/or profit from the platform materials and/or any proprietary information belonging to the Company and/or its Affiliates. Should you require consent for such activities, a further bilateral agreement must be made between you and the Company and/or its Affiliates.
- (e) You will not, without our prior written consent, extract any data, attempt to modify, or interfere with the Platform, the Website, the App, the Platform Materials and/or

its functionalities by using any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface.

- (f) Without limitation to clause 6.1(c), the Website and/or the App is proprietary to the Company. Upon acceptance of your Application and creation of an Account, the Company grants to you and any Authorised Person a personal, limited, nonexclusive, non-transferable, non-sublicensable right to use the Website and/or the App to access the Platform and/or Services.

6.2 Protection of Rights in the Platform Materials

- (a) You undertake that you, without limiting any other restrictions, will not, and will not attempt to, without the express prior written consent from the Company and/or its Affiliates:
 - (i) tamper with, modify, adapt, translate, de-compile, reverse-engineer or otherwise alter in any way;
 - (ii) redistribute, disseminate or display or create derivative works (including but not limited to, whether internal or otherwise, indexes, fixings or other benchmarks; valuations of digital currencies, tokens, securities or financial derivatives; or generic or fair value prices) based on, or in combination with or merge with or into any other software or documentation;
 - (iii) gain unauthorised access to, make unauthorised use of or make use of for any illegal purpose (or any other purpose that is not contemplated in the Agreement);
 - (iv) remove, erase, or tamper with any copyright or proprietary notice printed or stamped on, affixed to, or encoded or recorded on; or
 - (v) commercialise and/or profit from (including through advertising and/or referral fees) through the data feeding, trading services, streaming services and/or other such services.

For the avoidance of doubt, clause 6.2(a)(ii) includes the use of platform materials and/or its derivatives as a benchmark, including without limitation, the issuance of a financial instrument referencing the platform materials and/or its derivatives, being a party to any financial contract which references the platform materials and/or its derivatives or providing a borrowing rate calculated from platform materials and/or its derivatives.

- (b) The Company is not, at any time, obliged to provide any adaptations, enhancements and/or modifications to the platform materials, including any updates, patches, bug-fixes and/or upgrades to the Platform or any new versions and/or releases of the Platform which incorporate new features or functions.

6.3 Third-Party Actions

- (a) You acknowledge that we and/or other third parties may take legal action against you if you breach any of the provisions under Intellectual Property Rights at any time, or if we or such third parties suspect that you have done so. You may also be subject to other fines and penalties in any relevant jurisdiction.
- (b) You undertake to notify us immediately if you become aware of any breach described herein, or that any action is being perpetrated or attempted by another person.
- (c) You may also be required by us to notify the relevant third parties of any breach by you of any of these Terms. Further, you authorize us to undertake such notification on your behalf.

7. Powers of the Company

1. We reserve the right to change or modify any of the Terms contained herein or any policy governing the use of the platform and/or services at any time and in our sole discretion. It shall be your responsibility to regularly check the platform. In addition, we may, at any time change, add or remove any feature or functionality of the platform and/or services without prior notice to you. Any changes or modifications will be effective immediately upon posting of the revisions, and you waive any right you may have to receive specific notice of such changes or modifications to these Terms. Your continued use of the platform and/or service shall constitute your acceptance of such changes or modifications to these Terms. If you do not wish to be bound by any of the changes or modifications to these Terms, we encourage you to refrain from using the platform and/or services immediately.
2. We may withdraw or suspend your access or use of the platform in accordance with these Terms or restrict any transfers to or from your Account if:
 - (i) we have reason to believe that you have not complied with the Terms herein;
 - (ii) any applicable law or internal policy requires us to do so; or
 - (iii) we have reason to believe that the transaction in question is related to any unlawful activities.
3. We may cancel, reverse or modify an Order submitted by you if we have reason to believe that:
 - (i) the order contains errors on price, quantity, or other parameters;
 - (ii) you have not complied with the Terms herein;
 - (iii) any applicable law or internal policy requires the Company to do so; or
 - (iv) the order has been executed based on an aberrant value.

The Company must not otherwise cancel or modify any Order merely for its own convenience or for the convenience of any other person.

4. The Company reserves the right, at its sole discretion, to refuse processing or to cancel any pending transaction executed through the Services, or such action may occur if required by applicable law, in response to a court or binding government order, or to enforce transaction limits. Once a transaction has been submitted to the relevant virtual currency network, the Company can neither alter nor reverse it.
5. The Services are available only for certain virtual assets that the Company chooses to support at its sole discretion. The selection of supported digital assets may change over time. The Company bears no responsibility or liability for attempts to use the Services with unsupported virtual assets.
6. If technical issues or other circumstances prevent or degrade your ability to submit or cancel instructions, or use the platform, or the Company considers that intervention is necessary to maintain fair, efficient and orderly trading on the platform, the Company may take any measure that it deems necessary to protect the integrity of the Company. The measures that the Company may take include but not limited to:
 - (i) disabling or restricting access to an account via the website and/or the app;
 - (ii) disallowing the submission of orders;
 - (iii) restricting order types or imposing conditions on orders, including the cancellation of Orders resting in the Order Book;
 - (iv) restricting, suspending or limiting your access or use of the platform;
 - (v) suspending your use of Trading Tools;
 - (vi) modifying the risk-mitigating parameters, the operation of the Order Matching Engine or the Trade Engine;
 - (vii) any other actions deemed to be in the best interest of the Company.

You agree to indemnify us against any loss as a result of your breach of any limits or controls imposed by us herein.

7. We are not liable for any loss incurred in connection with our inability or delay in receiving or executing instructions or unavailability of funds or any virtual asset due to force majeure or any circumstances beyond our reasonable control. If a force majeure or circumstances beyond our reasonable control occur, we may take any action we consider appropriate in connection with these Terms.
8. We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites to which you may be referred. Further, we are not responsible for any loss you may incur in connection with those sites. Internet sites may contain information that has not been devised, verified, or tested by us or our officers, employees or agents. We neither endorse the accuracy

or completeness of such information, nor do we guarantee that such information, or the provision of any hyperlinks to you do not infringe third party rights.

8. Role of the Company

8.1 Our Role as Principal or Agent

- (a) By using the platform, you acknowledge that we may act as your agent or principal in relation to any order that you submit. Where we act as principal in relation to an order, this will be stated in the relevant quote and confirmation.
- (b) We do not provide any representations or warranties regarding any assets involved in such transactions, irrespective of whether we undertake certain checks and/or other compliance procedures concerning the order. These procedures are conducted for our own benefit, and you should not rely on them.

8.2 No Obligation to Notify Market Price Movements

- (a) Unless otherwise required by applicable law, we are not required to keep you informed of any market price movements (or other risk movements) in relation to a virtual asset, even if these may harm your position in respect of that virtual asset.
- (b) The clause above does not apply to the general provision of information provided on the platform, or as is strictly necessary to deliver any services under these Terms.

8.3 Conflicts of Interest

- (a) You understand and agree that the nature of the trading activities as part of the platform may create conflicts of interest between your interests and those of other clients, counterparties, or us. Some of these circumstances are described in other parts of these Terms and in other disclosures that we may make from time to time.
- (b) If we act in circumstance where we have a conflict of interest, we will take reasonable steps to ensure you are treated fairly. We may, in our absolute discretion, without giving any reason or notice and without incurring any liability of any nature to you, decline to transact with you or otherwise to act on your instructions in such circumstances.

8.4 Services and Activities of the Company

- (a) Our activities in connection with the platform are non-exclusive. Subject to applicable law, we may transact with, and provide services to, such other persons as we, in our absolute discretion, deem fit and will be duly paid or compensated.
- (b) Unless required by applicable law, we are not liable or under any obligation to account to you any benefit received by us for dealing with, or providing services to others; or disclose to you any matter which may come to our notice in the course of

dealing with, or providing services to, others or in the course of its business, in any other capacity or in any manner whatsoever.

- (c) The Company may take proprietary positions or undertake proprietary activities, including hedging transactions related to orders submitted by you, which may affect the market price, rate or other market factors underlying an Order.

8.5 Use of Third Parties

- (a) You acknowledge and agree that we,
 - (i) may use third party service providers, such as exchanges, brokers and custodians at our discretion from time to time;
 - (ii) may be unable to provide the platform if the services of appropriate third-party service providers are not available on commercially reasonable terms; and
 - (iii) are not liable for the acts, omissions or unavailability on reasonable commercial terms or any losses sustained in connection with the use of such third-party service providers, provided that we exercise reasonable care in their selection (but not any subcontractor or other third party such third-party service provider may use).
- (b) We agree to undertake appropriate due diligence before the appointment of any third-party service providers, as well as ongoing due diligence at regular intervals, in respect of the ongoing engagement of appointed third-party services providers. Such due diligence will be in accordance with our internal policies and procedures.

9. Information

- (a) Upon our request, you are required to provide us with any information or documents pertaining to these Terms or your financial affairs, which must be provided in the format specified by us and will be considered certified by you as true.
- (b) You are required to obtain consent from individuals named in the or other relevant documents, as well as from any Authorized Person, for our collection, retention, and use of their information. You agree that you will provide a copy of any privacy-related policy, statement, circular, notice or other terms and conditions made available by us to you from time to time to the relevant persons.
- (c) You agree with the checking of your credit status periodically with any credit bureau, credit reference agency or similar service provider in any relevant jurisdiction.
- (d) You acknowledge and agree that the information and documents contemplated by the clause herein may be transferred to and processed and/or stored by us, and/or any other persons engaged by us. Such information and documents may be released

or disclosed in accordance with the local laws or practice of the jurisdiction to which the data is transferred.

- (e) We agree to notify you of any material change to our name, principal address, licensing status from time to time.
- (f) You agree to immediately notify the Company of any material misconduct, including misconduct of any authorised person, that may give rise to an event of default, or otherwise directly or indirectly affect the Company's rights, these Terms or the operation of the platform.

10. Indemnities

You indemnify and hold us, our third-party service providers and each of their respective joint venture entities, directors, officers, employees, agents and representatives of any of the abovementioned (each, an "indemnified party"), harmless from any claim, demand or loss (including legal fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to:

- (i) the Agreement;
- (ii) your violation of any applicable laws of any jurisdiction, or the rights of any third-party;
- (iii) your breach of any of the Terms herein;
- (iv) your use of the platform and/or services;
- (v) performance of any of our obligations under these Terms with respect to you;
- (vi) any act, error, or omission of your use of your account or any user of your account, in connection with the platform and/or services, including matters related to incorrect, incomplete, or misleading information, libel, invasion of privacy, infringement of an Intellectual Property Right;
- (vii) any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the platform and/or services, or violation of any Applicable law; and
- (viii) any of the following circumstances:
 - (a) the provision of the platform or entry into an order in circumstances where we are not in breach of these Terms;
 - (b) an event of default occurs in relation to you;
 - (c) searches and enquiries made in connection with you (including checking for insolvency);
 - (d) Instructions given to us by you or an Authorised Person, or a person purporting to be you or an Authorised Person provided that we act

in good faith when effecting the Instructions, save where we have actual knowledge of any fraud or forgery;

- (e) us acting on, delaying or refusing to act on instructions from you or an Authorised Person or taking action against you or an Authorised Person;
- (f) the settlement or attempted settlement of any executed order or any failure to settle any such executed order, in circumstances where we are not in breach of these Terms;
- (g) any services provided by a third-party nominated by you;
- (h) any tax payable by the indemnified party on, or calculated by reference to, any order or any amount paid or payable by or to you under these Terms (excluding any tax payable by the indemnified party by reference to its net income);
- (i) any action taken by a third party to gain control of any virtual asset contemplated by these Terms;
- (j) any person exercising, or not exercising, rights under these Terms (including enforcement action and debt collection costs, such as valuation fees and auctioneer's charges); or
- (k) the costs of the indemnified party in defending itself successfully against any claims of fraud, negligence or wilful default, in each case except to the extent the loss is a direct result of the indemnified party's own gross negligence, fraud or wilful misconduct.

You must pay the indemnified party on demand for, any loss the indemnified party reasonably incurs in connection with the incidents described in this clause.

10.1 Application of Indemnity

You agree that these provisions shall continue in full force and effect in relation to instructions received before we give notice to you that we will not accept further instructions and the clauses herein are unconditional, irrevocable, and will survive the termination of all dealings between us, and you and are not impaired by any act, omission, matter or thing that might discharge or impair the indemnity but for this clause.

The indemnities in these Terms are continuing obligations, independent of your other obligations under it. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity in connection with these Terms.

10.2 Responsibility for Decisions

- (a) All decisions on whether to invest in, hold or dispose of any virtual assets or to enter into any order are yours. We are not responsible for any decision made by you:
 - (i) to enter into the Agreement or submit any Order, or to use any of the services available in the platform; or
 - (ii) about any features or risks of any virtual asset, or any fees or costs payable in connection with it.
- (b) Unless specifically requested by you, and as agreed in writing between the Company and you, the Company will not give any form of advice. You alone will decide how to handle the platform and/or services, to place Orders and take relevant decisions based on your own judgement. Any explanation or information which the Company provides is not intended to be and should not be considered as advice.
- (c) While some of our employees and agents may be authorised to give you certain types of general information about virtual assets or other products or services, neither our employees nor its agents have any authority to make representations whatsoever in connection to the Terms herein.
- (d) The Company may, from time to time and at its sole discretion, provide you with information, news, market commentary or other information which shall not be considered as part of its services to you. Where it does so, this information is provided solely to enable you to make your own investment decisions and does not amount to investment advice or unsolicited financial promotions to you.
- (e) Subject to the Terms herein, you hereby agree and undertake to indemnify the Company to the full extent as permitted by applicable law for any loss you may incur in relation to the clauses herein.

11. Our Liability

Unless any Applicable law prohibits us from excluding or limiting our liability or where the loss is directly caused by our own gross negligence, fraud or wilful misconduct, we, any employee, director, shareholder, officer, agent or representatives are not liable for any loss incurred in connection with the Agreement, including but not limited to:

- (a) the general risks of investing or entering into any order or using the platform, including those described in Annex I;
- (b) the provision or unavailability of any virtual asset, your account, the platform, website or application;
- (c) investing or holding assets in a particular jurisdiction (including losses arising from nationalisation, expropriation or other governmental action, financial services regulations, currency or asset restrictions, devaluations or fluctuations, and market conditions affecting the orderly execution of transactions or affecting the value of assets);

- (d) the collection, deposit or credit of invalid, fraudulent or forged virtual asset transfers;
- (e) effecting delivery or payment against an expectation of receipt, save where such delivery or payment is contrary to local market practice;
- (f) an instruction to deliver virtual assets to an exchange, broker, custodian or other third party, even if we might have information tending to show that this course of action, or the choice of a particular exchange, broker, custodian or other third party for a transaction, is unwise;
- (g) any information that we provide on virtual assets, market trends or otherwise, even if such information is provided at your request;
- (h) any act or omission of any exchange, broker, custodian or any other third party, whether or not appointed by us. We are not obliged to request such exchange, broker, custodian or any third party to comply with its obligations;
- (i) the exercise or attempted exercise of, failure or delay in the exercise of, a right or remedy or a delay or error in making payments or deliveries under these Terms;
- (j) you or an authorised person's instructions, any unauthorised instructions or our refusal to act on any instruction;
- (k) any force majeure event;
- (l) a network event not reasonably within our control;
- (m) an event of default;
- (n) any interruption, delay, suspension, discontinuance or failure of the platform and/or services;
- (o) any refusal to process or authorise, or any reversal of, any transaction for any reason;

- (p) your inability to effect or complete any transaction due to system maintenance or breakdown or non-availability of the platform, website, application, network, our hardware or software or that of any third parties;
- (q) use of your Enabled Device, or access to your account or the platform and/or services, by third parties, whether authorised or unauthorised by you;
- (r) any theft or loss of your Enabled Device;
- (s) any unauthorised or ineligible use of the platform and/or services contrary to the Terms herein;
- (t) hacking, tampering, virus transmission or other unauthorised access or use of the platform, services, account or any information contained therein;
- (u) your inability to use the platform and/or services or the cost of procuring substitute services;
- (v) termination of any of the Terms; or

- (w) any return or purported return of virtual assets in accordance with the payments and handling of virtual assets upon suspension, termination or restrictions of the Agreement

12. Termination, Suspension and Enforcement

12.1 Causes of Suspension, Restriction or Termination of your Account

We may suspend, restrict or terminate your access to and use of your account, the platform and/or services and thereafter deactivate your account if, among others:

- (a) you provide incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading;
- (b) you breach any payment or delivery obligation, any other agreement with us, or any term of any arrangement you have with another financial institution, or if another financial institution has suspended or terminated your use of any financial services;
- (c) you become insolvent or any of your assets are subject to insolvency proceedings;
- (d) you act fraudulently or dishonestly or in our discretion that a transaction is fraudulent or erroneous;
- (e) you disaffirm, disclaim, repudiate or reject, in whole or in part, the Terms herein, any confirmation or any Executed Order (or such action is taken by an authorised person on your behalf);
- (f) any authorised person or other person asserts any interest in, or right to control, your account by virtue of you having provided access to your account or otherwise;
- (g) breach of performance of any obligation under the Terms herein, or is likely to breach any applicable Law (including AML/CTF Requirements, Financial Crime Regulations or market abuse requirements) or is otherwise contrary to any of the policies we apply as a result of an order or sanction issued by any government agency;
- (h) anything occurs which, in our opinion, is likely to have a material adverse effect on your ability or willingness to comply with your obligations under these Terms;
- (i) we are required to do so by applicable law or any court or other adjudicating authority to which we are subject to in any jurisdiction;
- (j) you are subject to pending litigation, investigation or government proceedings;
- (k) any of your virtual assets are subject to enforcement of a judgment or are expropriated, compulsorily acquired or resumed on any basis;
- (l) you are convicted of a Tax or other crime in any jurisdiction;
- (m) we, in our discretion, consider that your account is being operated or the platform and/or services are otherwise being used in an irregular or improper manner;

- (n) in our discretion, you may be in breach of these Terms or is otherwise trying to circumvent these Terms, such as by opening multiple accounts or abusing any of our incentive or reward schemes;
- (o) you fail to provide any information requested under these Terms, or where required to do so in compliance with any applicable law or the requirement of any contract;
- (p) any other event of default that occurs (however described) under any other agreement between you and the Company; or
- (q) your account has been inactive for three years. In this case, if the Company is unable to contact you in respect of the assets in your account, the applicable law may require the Company to deliver any such assets to the applicable state or jurisdiction as unclaimed property.

12.2 Notice about Suspension, Restriction or Termination

- (a) If we decide to suspend, restrict or terminate your access to the platform and/or services, in whole or in part, we will (to the extent that it is not unlawful for us to do so) provide you a notice, and the action may take effect from such time and for such duration as we determine. The withdrawal of the notice will be served as soon as reasonably practicable once the reasons for refusal no longer exist as determined in our sole discretion. We are under no obligation to execute any suspended, reversed or terminated transactions or Orders at the same price or on the same terms.
- (b) You acknowledge that the Company's decision to take certain action may be based on confidentiality that is essential to Company's risk management and security protocols. You agree that the Company is under no obligation to disclose the details of its risk management and security procedures to you.
- (c) Our rights under clause 12.1 do not affect any other right under these Terms and are subject to the giving of any notice, demand or lapse of time which is required by applicable law and cannot be excluded.

12.3 Effect of Suspension, Restriction or Termination

You shall:

- (a) not operate and use your account, the platform and/or service that is the subject of the suspension, restriction, termination, or any benefits in connection with the platform;
- (b) immediately make all payments and deliveries required in connection with the Terms, your account, the platform and any relevant Executed Orders;
- (c) comply with all matters which the Terms requires when your right to use your account, the platform and/or service ends; and
- (d) we may review and withdraw any promotional or preferential arrangement that applies to you.

12.4 No Effect on Rights and Liabilities

- (a) The suspension, restriction or termination of all or any of the Terms does not affect any of the rights and obligations of either of us that arose before termination.
- (b) You are not entitled to any refund of any fee, interest or amount paid or subsidy received in connection with the Terms or any Executed Order.
- (c) You should not be entitled to any payment, compensation, or damages from us in relation to any suspension, restriction or termination of your use of the platform and/or services for any reason whatsoever.
- (d) Our rights of suspension, restriction and termination should be without prejudice to any other rights or remedies which we may have (whether under these Terms, applicable law or otherwise). In any event, all the provisions of the Terms in connection with payments, clawbacks, indemnities, limitation of liability, disclosure of information, set-off, asset conversion, or tax shall survive the termination of these Terms.

12.5 Enforcement Action

We may take any action we consider appropriate to enforce the Terms herein, including employing any third-party agent to collect any amount owing, taking steps to enforce its rights against your assets, such as attaching any amount owing to those assets, and commencing legal proceedings.

12.6 Payments and Handling of Virtual Assets upon Suspension, Restriction or Termination

- (a) Upon suspension, restriction or termination of these Terms, we may return any virtual assets as recorded in your account to a designated external address to you, unless we are prohibited by applicable law to release such virtual assets, or where we have reasonable grounds to suspect that such virtual assets were obtained through fraud or any unlawful means or connected with criminal activities.
- (b) If we are unable to return any virtual assets to you, we will take reasonable steps, in our sole discretion, to contact you and return the virtual assets in the form and manner we deem appropriate.
- (c) If we are unable to contact you or return the virtual assets, we may deal with the virtual assets (less applicable costs) as we consider appropriate and as determined in our sole discretion. This includes transferring the virtual assets to a third party. You will not have any further rights to such amounts. Without limiting any of the foregoing, we are not obliged to hold virtual assets for you.

If you have any question about this clause, please contact us at support@bitmarkets.com.

13. General Terms

13.1 Hardware, Trading Tools and other Materials

- (a) You are solely responsible for installing, maintaining and updating any applicable hardware and Trading Tools, and applicable security procedures for the use of your account, the platform and/or services.
- (b) You may utilise various Trading Tools including but not limited to proprietary automated trading bots (“Trading Bots”) to execute trades by filling in and updating trading parameters decided by You.
- (c) You acknowledge the risks of using Trading Bots and its use constitutes an authorised instruction by you. You understand that Trading Bots execute your instructions only and the operation of any Trading Bots are determined by the parameters set by you.
- (d) While we will use best efforts to make the Trading Tools available at all times, you understand and acknowledge that its availability and accuracy may be affected by factors outside our reasonable control.
- (e) We retain the discretion to update, modify, cancel and/or otherwise terminate your access to any Trading Tools and its functionalities from time to time to enhance client experience. You understand that we are not responsible for any downtime resulting from these actions.

13.2 Prompt Performance

If the Agreement specifies when you must perform an obligation, you must perform it by the time specified. Time is of the essence in respect of your obligations to deliver or pay any virtual asset.

13.3 Waiver and Variation

- (a) A provision of the Terms, or right created under it, may not be waived except in writing signed by the party or parties to be bound and is only effective for the purpose for which it is given.
- (b) The delay of enforcement or non-enforcement of any of the provisions of the Terms by any party should not be construed as a waiver of any other rights arising out of the breach or any subsequent breach of any provision of the Terms and no right, power or remedy conferred upon or reserved for any party is exclusive of any other right, power or remedy available to that party and each right, power or remedy should be cumulative.
- (c) You acknowledge that various features of the activities contemplated by the Terms may be changed at any time, including applicable costs, subject to applicable law.

13.4 Exercise of rights

- (a) Unless expressly stated otherwise in these Terms, we may exercise a right or remedy, give or refuse our consent or approval, and/or make any other determination or decision, in connection with the Terms in any way we consider appropriate in our absolute discretion, including by imposing conditions. We are not obliged to provide reasons for any decision we make.
- (b) We are not liable for any loss caused by the exercise or attempted exercise of, failure or delay in exercising, a right or remedy, whether or not caused by our negligence.
- (c) Our rights and remedies under the Terms:
 - (i) are in addition to other rights and remedies given by applicable law independently of the Terms herein;
 - (ii) do not merge with and are not adversely affected by any other agreement and may be executed independently or together with any rights or remedies including under any other agreement; and
 - (iii) are not affected by any payment, settlement or anything which might otherwise affect them at law including the variation of the Terms or the insolvency of any person.

13.5 Third-Party Services

- (a) We may, without limiting the relevant clauses herein and subject to Applicable law:
 - (i) employ independent contractors and agents (including correspondents) or utilise the services of the Company or other third-party to make certain functions or information available to you and/or otherwise to effect the platform and/or services, on terms we consider appropriate;
 - (ii) display, include or make available third-party content (including data, information, applications and other products or service) or provide links to third-party websites or services; and
 - (iii) change any service provider at any time without prior notice.
- (b) Third-party services and links are provided solely as a convenience. By accessing the Platform, Platform Materials and/or Services, you acknowledge and agree that the Company should not be responsible for any third-party services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. In any event, the Company does not assume and will not have any liability or responsibility to you, any other person or entity for any third-party services including for any delay, loss or damage of any kind incurred from any services provided by any third-party service provider engaged by the Company. All claims in connection with the act of any third-party service provider or should be brought solely and directly against such party and/or its agents. The Company's sole liability in relation to the services provided by any third-party service

provider or should be limited to the use of reasonable care in the selection of such party.

- (c) In addition to these Terms, your use of the platform may be subject to the terms and conditions imposed by relevant third parties from time to time, as notified to you. The Company does not explicitly or implicitly endorse or approve any third-party service.

13.6 Assignment and other Dealings

- (a) You may not assign, transfer or otherwise deal with your rights or obligations under these Terms to anyone without our prior written consent. Any attempted transfer, assignment or other dealings in violation hereof should be null and void.
- (b) We may assign, transfer or otherwise deal with our rights and obligations as we see fit and we neither need to obtain your prior written consent. To the extent that any consent is required under applicable law to effect a relevant dealing, you agree that this clause herein is deemed to serve that purpose.

13.7 Compliance with Law

Nothing in the Agreement requires us to do or not do anything if it would or might, in our reasonable opinion, constitute a breach of our policy, any Applicable law or requirement of any government agency.

13.8 Entire Agreement

The Agreement constitutes the entire agreement between the parties with regard to its subject matter. The Agreement supersedes and invalidates any and all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, whether oral or in writing, express or implied. You acknowledge that in entering into the Agreement, you do not rely on any statement, representation, warranty, or understanding other than those expressly set out in the Agreement.

13.9 Third-Party Rights

The Agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- (a) a Company and any other indemnified party may enforce its rights or benefits in the Terms, including any indemnity, limitation or exclusion of liability; and
- (b) a person who is a permitted successor or assignee of our rights or benefits of the Terms may enforce those rights or benefits.

13.10 Supervening Legislation

Any present or future legislation which operates to vary the obligations of a party in connection with the Terms with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by Applicable law.

13.11 Anti-Money Laundering and Sanctions

- (a) Notwithstanding any other provision of the Terms to the contrary, we are not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any AML/CTF Requirements.
- (b) You must provide to us, upon request, all information and documents that are within your possession, custody or control reasonably required by us from time to time, and as necessary in order for us to comply with any applicable AML/CTF requirements.
- (c) You agree that we may disclose any information concerning you to any government agency, law enforcement entity, regulatory agency or court (in any jurisdiction) where required by any Applicable law.
- (d) You agree to exercise your rights and perform your obligations under the Agreement in accordance with the applicable AML/CTF Requirements.
- (e) You agree to provide evidence of due authority and specimen signatures for each Authorised Person.
- (f) You agree that we may take sufficient time to consider, verify or block an order, if you or any other person or entity in connection with the order becomes a sanctioned person or entity, or upon the occurrence of a match on our sanction filters.

13.12 Feedback and Queries

- (a) We welcome any feedback, suggestions, or queries you may have regarding our platform and services. If you wish to provide feedback or have any questions, you may contact us at support@bitmarkets.com or contact us at +44 20 4579 5923. For queries related to your account or transactions, you must provide accurate and complete details to allow us to provide an efficient response.
- (b) By submitting a feedback or suggestions, you acknowledge and agree that:
 - (i) your feedback does not contain confidential or proprietary information of you or any third party;
 - (ii) we are not under any obligations of confidentiality with respect to the feedback;
 - (iii) we may freely use, reproduce, distribute, and otherwise utilise the feedback for any purpose; and
 - (iv) you are not entitled to any compensation of any kind from us.

13.13 In case of conflict between the English language and other Translated languages

The English language is the official language of the Company and the client shall, at all times, refer to the official website and/or platform of the Company in relation to all information regarding the Company and its activities. While information on the website may be made available in multiple languages for convenience, the English version shall prevail.

In the event of any discrepancy, inconsistency, or conflict between the English language version and any translated versions, the English language version shall prevail. The Company shall not be liable for any misinterpretation, misunderstanding, or errors arising from translated versions. If you have any doubts regarding the accuracy or interpretation of any translated content, we encourage you to consult with a professional interpreter or translator. By proceeding, you acknowledge that you have sought the assistance of a professional interpreter or translator to ensure your understanding of the information available on our platform.

13.14 Statements and Records**A. Transaction Records**

You may access your Transaction History and records in your account. You are responsible for checking your account statements for any errors.

B. Reporting Mistakes

You must report any mistaken or unauthorised orders, executed or otherwise to us as soon as possible. Unless otherwise stated, if you do not report such orders to us within three (3) days from the date of the order, we are entitled to treat the order as correct.

C. Reversals

We may cancel, reverse or debit any virtual asset transfer we make under the Terms (including any interest paid) and make any corresponding adjustments to an account:

- (a) to correct a mistake;
- (b) if we have not received clear and unconditional virtual assets in full and promptly; or
- (c) if we have reasonable grounds for doing so.

13.15 Notices and Communications**A. Notices and Electronic Delivery**

- (a) You authorise us to deliver all communications, agreements, documents, notices, disclosures and/or confirmations to you by an Agreed

Communication Method, through any other electronic means as we deem fit, or via telephone calls.

- (b) It is your responsibility to ensure that the details of your agreed communication method are correct, operational and available for receipt of all communications and to notify us of any changes to the details of your agreed communication method as soon as practicable after the change is made.
- (c) In some cases, our communications may only be posted on the website and/or app.

B. Delivery

- (a) Communications take effect from the time they are received or taken to be received, whichever happens first, unless a later time is specified in the communication.
- (b) Communications are taken to be received:
 - (i) if sent by email, when we receive an automated message confirming delivery; or four (4) hours after the time sent (as recorded on the device from which we sent the email) unless we receive a delivery failure receipt;
 - (ii) if delivered via other electronic means, twenty-four (24) hours after we send it; and
 - (iii) if posted on the website or app, at the time of posting.
- (c) Your notices and communications are effective when we receive them in legible form. If that occurs after 05.00pm in the place of receipt or on a non-business day, the relevant notice or communication is taken to be received at 09.00am in that place on the next business day and takes effect from that time unless a later time is specified.

C. Notice to Us

Notices should be sent electronically to our support team at support@bitmarkets.com.

13.16 Digital Signatures

Instructions and communications digitally signed and supported by a digital certificate have the same validity, admissibility and enforceability as if signed in writing. Any notice or communication that is digitally signed must comply with any Applicable law.

13.17 Electronic Contracts

You acknowledge and agree that you are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them. You agree not to dispute the contents of any notice or communication sent by us using electronic equipment.

13.18 Client constitutes more than One Person

If an Account is established for more than one person in accordance with the Terms herein, notices and communications (including notices of any variation to the Terms and any statements (including any consolidated statements) sent to the email notified to us as the email for receipt of notices and other communications in connection with the Agreement are taken to be given to all persons.

13.19 Recording of Communications

- A.** Subject to any Applicable law, you agree that, without further disclosure to or consent from you, we may:
- (a) record and monitor our correspondence with you or an Authorised Person;
 - (b) use the recorded conversations, transcripts, messages or other records of correspondence for its internal compliance purposes, in any dispute in connection with the Terms and in any other manner not prohibited by applicable law; and
 - (c) disclose such conversations, transcripts, messages or other records of correspondence to any applicable regulatory authority, enforcement body or agency, including tax authorities or as otherwise required by applicable law.

B. Records

- (a) All records shown or provided in connection with the account and/or services are for your information only.
- (b) Notwithstanding anything to the contrary contained in the Terms, in any record should there be any inconsistency between:
 - (i) the information (including any document but not any advice) available on or via the platform, website or app, the internet or other electronic medium; and
 - (ii) the information in our records will prevail unless there is a manifest error.
- (c) We may issue a further record if any previous one contained any errors or omissions, in which case that further record will supersede any previous one in all respects (unless it states otherwise).

13.20 Governing Law

A.

- (a) Unless otherwise specified, your use of the platform and services are governed by the law in force in the St. Vincent and the Grenadines.

B. Serving Documents

Without preventing any other method of service, any document in an action may be served on:

- (a) us by being delivered at the Company address; and
- (b) you by being delivered at the address last notified to us.

13.21 Confidentiality

Each party agrees not to disclose information provided by any other party that is not publicly available except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under the Terms;
- (b) to officers, employees, legal and other advisers and auditors of any party;
- (c) to any party to the Terms or any related companies of any party to the Terms;
- (d) with the consent of the party who provided the information (such consent not to be unreasonably withheld);
- (e) publishing relevant orders and other instructions on a non-attributed basis on the Exchange;
- (f) any disclosure the disclosing party reasonably believes is required by any Applicable law or government agency; or
- (g) otherwise in accordance with the Terms.

Each party consents to disclosures made in accordance with these Terms.

Annex I - Risk Disclosure Statement

Trading in virtual assets and using the platform involve inherent risks. These risks, whether existing now or arising in the future, could result in the loss, failure, or destruction of your assets, or the inability to receive any expected benefits. The volatility of virtual asset markets, technological vulnerabilities, regulatory changes, cybersecurity threats, and liquidity risks may significantly impact the value and accessibility of your assets.

You must carefully assess whether the risks set out below, as well as any other risks associated with virtual asset trading, are acceptable to you before placing any order. By using the platform, you acknowledge and accept full responsibility for all risks involved and understand that the Company does not guarantee the security, stability, or profitability of any transactions. If you do not fully understand these risks, you should seek independent professional advice before engaging in any trading activities.

You must seek independent professional advice tailored to your specific financial situation, investment objectives, and risk tolerance before engaging in any trading activity or using the platform.

You are required to regularly review the latest applicable terms, as they may be updated or modified from time to time. Your continued use of the platform after any changes constitutes your acceptance of the revised terms.

THE RISK OF LOSS IN TRANSACTIONS INVOLVING VIRTUAL ASSETS CAN BE SUBSTANTIAL. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRANSACTIONS ARE SUITABLE FOR YOU IN LIGHT OF YOUR INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES, YOUR TOLERANCE TO RISKS AND YOUR INVESTMENT EXPERIENCE. YOU SHOULD BE CAPABLE OF BEARING A FULL LOSS OF THE AMOUNTS INVESTED AS A RESULT OF OR IN CONNECTION WITH ANY ORDER AND ADDITIONAL LOSS OVER AND ABOVE THE INITIAL AMOUNTS INVESTED THAT MAY BECOME DUE AND OWING BY YOU. IN CONSIDERING WHETHER TO TRADE OR INVEST, YOU SHOULD INFORM YOURSELF AND BE AWARE OF THE RISKS GENERALLY, AND IN PARTICULAR SHOULD NOTE THE FOLLOWING SPECIFIC RISK FACTORS WHICH MAY APPLY TO ANY GIVEN ORDER.

1. Transaction and Exchange Risks

1.1 Virtual Assets

The prices of virtual assets are subject to fluctuation, sometimes experiencing significant volatility. These fluctuations can lead to both upward and downward movements in the price

of a virtual asset, and in some cases, it may become valueless. It is essential to recognize that buying and selling virtual assets carries inherent risks, and it is just as probable to incur losses as it is to generate profits. Virtual assets are generally a high-risk asset class, hence, caution must be exercised in relation to engaging in trading of virtual assets.

1.2 Reliance on Distributed Ledger Technology

Virtual assets rely on various types of distributed ledger technology. Some of this technology is open source software that is built upon experimental technology, namely blockchain. Risks arising from this reliance include the existence of technical flaws in the technology, targeting by malicious persons, majority-mining, consensus-based or other mining attacks, changes in the consensus protocol or algorithms, decreased community or miner support, rapid fluctuations in value of relevant Virtual Assets, the existence or development of competing networks, platforms and assets, flaws in the scripting language, disputes between developers, miners and/or users and regulatory action.

1.3 Virtual Assets may be Complex Products

Virtual assets may be complex financial instruments with terms, features, and risks that are not readily understood due to their complex structure, evolving nature, and reliance on advanced technological features. Their valuation, functionality, and regulatory treatment may vary significantly across jurisdictions, and their risks may not be fully apparent at the time of trading. You should ensure that you have a deep understanding of virtual assets, their underlying technology, and the associated risks before engaging in any transactions. If you are uncertain, we encourage you to seek independent professional advice.

1.4 Volatility of Virtual Assets

The value of the Virtual Assets may fluctuate significantly over a short period of time. The volatile and unpredictable fluctuations in price may result in significant losses over a short period of time.

Any virtual asset may decrease in value or lose all of its value due to various factors including discovery of wrongful conduct, market manipulation, change to the nature or properties of the virtual asset, governmental or regulatory activity, legislative changes, suspension or cessation of support for virtual assets or other exchanges or service providers, public opinion, or other factors outside of our control. Technical advancements, as well as broader economic and political factors, may cause the value of virtual assets to change significantly over a short period of time.

1.5 Market, Liquidity and Conversion Risk

Where an order is denominated in particular virtual assets other than your primary reference asset, or where you convert assets following the execution of an order, there is a risk that if the exchange markets move against you, then upon maturity or any earlier dealing the net proceeds may be significantly less than the initial amount in your primary reference asset, and any income or gains may be entirely negated.

The value of a particular virtual asset may decline, or be completely and permanently lost should the market for that virtual asset disappear. There is no assurance that a market for a particular virtual asset will continue to do so in the future. This is because the value of an asset may be derived, among other things, from the continued willingness of market participants to exchange that virtual asset.

There is the possibility for you to experience losses due to the inability to sell or convert assets into a preferred alternative asset immediately or in instances where conversion is possible but at a loss. Such liquidity risk in an asset may be caused by the absence of buyers, limited buy/sell activity or underdeveloped secondary markets.

There is no assurance that a person who accepts a virtual asset as payment will continue to do in the future.

You may suffer loss as a result of depreciation of the value of the virtual asset paid as a result of controls imposed by a government agency.

Repayment or payment of amounts due to you may be delayed or prevented by platform controls or other actions imposed by governmental or regulatory bodies over virtual asset that they control or regulate.

1.6 Not a Deposit

Any eligible virtual assets held by us are neither held as “deposits” nor are they intended to be held as any other regulated product or service under applicable law.

1.7 Not a Trust Arrangement

Subject to applicable law, we do not hold On-Exchange Assets on trust or under any similar arrangement for you. In a worst case, you may lose all your On-Exchange Assets if we suffer a major loss due to a hacking incident or become unable to fulfil our obligations for any reason. Our contractual obligations are not secured by any collateral granted by us in your favour.

1.8 Risks Associated with Statutory Protection Schemes

You should be aware that in comparison to other assets, including fiat currencies and trading:

- (a) any order in respect of virtual assets may not be subject to a right to claim under any investor compensation fund established by any government agency; and
- (b) any virtual assets held in an account may not be protected deposits, and may not be protected by any deposit protection scheme in any jurisdiction.

This means that virtual assets may have a reduced level or type of protection compared to fiat currencies, as well as other products and asset classes.

1.9 Commissions and Fees

- (a) Before conducting any Order, you should obtain details of all commissions, fees and costs for which you will be liable.
- (b) If any of the fees and costs are not clear to you, you should request the fee and costs that will be applicable in specific monetary terms before entering into an order.

1.10 Risks of Assets subject to Other Overseas Laws

Virtual assets received or held by us may be subject to other applicable laws and regulations of the relevant overseas jurisdictions.

1.11 Risks relating to Authorised Persons

There are substantial risks in allowing another person to trade or operate your account have with us, and it is possible that instructions could be given by persons who are not properly authorised. You accept all of the risks of such an operation and irrevocably release us from all liabilities arising out of or in connection with such instructions.

1.12 Suspension of the Exchange and Network Events

It may be difficult or impossible to liquidate a position in the virtual assets under certain circumstances. Certain network events may occur rapidly and affect the ability to conduct transactions on the platform. Information relating to these network events may be difficult to ascertain ahead of time and may be subject to limited oversight by any third-party who is capable of intervening to stabilise the network.

2. Cybersecurity and Technology-related Risks

2.1 Loss of Private Key is Permanent and Irreversible

You alone are responsible for securing your private key in respect of any address in your control. Losing control of your private key will permanently and irreversibly deny your access to your virtual assets. Neither we nor any other person will be able to retrieve or protect your

virtual asset. Once lost, you will not be able to transfer your virtual asset to any other address or wallet. You will not be able to realise any value or utility that the virtual asset may hold now or in future.

2.2 Transactions Irreversible

The nature of virtual asset transfers is that they are irreversible. This means accidental or fraudulent transactions in respect of virtual assets may not be recoverable.

2.3 Forks and Attacks

Virtual assets may be subject to forks or attacks on the security, integrity or operation of the networks, including network events. Such events may affect the features, functions, operation, use or other properties of any virtual asset, network, or platform. Please ensure that you read and understand the following:

- (a) The events may also severely impact the price or value of any virtual assets, or even result in the shutdown of the network or platform associated with the virtual asset. Such events are beyond the control of the Company, or to the extent the Company has any ability to impact such event, the Company's decision or actions may not be in your interests.
- (b) If a fork occurs, it will result in the creation of a new digital asset (the "New Forked Asset") related to an existing digital asset (the "Prior Asset"). You further understand, acknowledge, and agree that each fork may materially affect the value, function, and/or name, of the Prior Asset that we hold in your account and/or wallet, and that the New Forked Asset may have minimal or no value.
- (c) In the event of a fork, the Company may temporarily suspend any access to the platform and/or services (with or without advance notice to you) and we may determine, in our sole discretion, whether or not to support the Forked Network(s). In the event the Company decides not to support any Forked Network ("Unsupported Forked Network"), the virtual assets offered by such Unsupported Forked Networks will not be made available to you. Notwithstanding the foregoing, we may, in our sole discretion obtain and retain the virtual assets offered by such Unsupported Forked Network as property belonging solely to the Company.
- (d) You understand, acknowledge and agree that you have no right, claim or privilege in, or with respect to, any New Forked Asset. If we do not support a New Forked Asset, you may not be able to withdraw the New Forked Asset promptly or at all, to trade the New Forked Asset on the platform and/or services; and you may lose any value associated with such New Forked Asset.
- (e) If we determine not to support a New Forked Asset, we may, in our sole discretion:
 - i. obtain and retain the New Forked Asset as property belonging to us; or

- ii. make the New Forked Asset available to you on a one-time basis, based on your holding of the Prior Asset at the time of the fork, subject to the withholding and retention by us of an amount reasonably calculated to fairly compensate us for the cost of making such New Forked Asset available and subject to our withdrawal procedures.
- (f) We will notify you only if we elect to permit a one-time withdrawal.
- (g) You acknowledge the risks presented by Forks and hereby accept that we have no responsibility for any losses or damage arising as a result of an Unsupported Forked Network.
- (h) WE HAVE NO CONTROL OVER, NOR DO WE HAVE THE ABILITY TO INFLUENCE, THE CREATION OR IMPLEMENTATION OF A FORK OR OF THE NEW FORKED ASSET. WE CAN PROVIDE NO ASSURANCES ABOUT THE SECURITY, FUNCTIONALITY OR SUPPLY OF ANY VIRTUAL ASSET, INCLUDING BOTH THE NEW FORKED ASSET AND THE PRIOR ASSET YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE ASSUME NO LIABILITY RELATING TO ANY CHANGE IN THE VALUE OF ANY VIRTUAL ASSET (WHETHER OR NOT RESULTING FROM A FORK). YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT A FORK COULD CONSTITUTE A NETWORK EVENT AND/OR A FORCE MAJEURE EVENT BEYOND OUR REASONABLE CONTROL, WHICH COULD AFFECT THE VALUE OF YOUR VIRTUAL ASSETS, AND THAT THE COMPANY DOES NOT ASSUME ANY LIABILITY FOR LOSSES RESULTING FROM SUCH EVENTS.

2.4 Cyber-attacks and Fraudulent Activity

The technologic reliance of the platform on the internet exposes you to an increased risk of fraud or cyber-attack. Your virtual assets, account, wallet, service, agreed communication method or a Trading Tool may be targeted by malicious persons who may attempt to steal virtual assets, or otherwise intervene in the order. This includes but is not limited to interventions by way of:

- (a) distributed denial of service;
- (b) sybil attacks;
- (c) phishing;
- (d) social engineering;
- (e) hacking;
- (f) smurfing;
- (g) malware;
- (h) double spending;
- (i) majority-mining, consensus-based or other mining attacks;
- (j) misinformation campaigns;
- (k) forks; and
- (l) spoofing.

Your virtual assets, account, wallet, the services, the agreed communication method, Trading Tools, or the platform may also be vulnerable to exploitation of vulnerabilities in smart contracts and other code, as well as to human error. A limited amount of your virtual assets may be stored in hot wallets (ie online environments which provide an interface with the internet), which can be prone to hacking or cyber-attacks. Cyber-attacks resulting in the hacking of virtual asset trading platforms and thefts of virtual assets are common. Victims may have difficulty recovering losses from hackers or trading platforms. This could result in significant loss and/or other impacts that may materially affect your interests.

The above events may affect the features, functions, operation, use, access or other properties of your virtual assets, account, wallet, the services, the agreed communication method, or the platform.

2.5 Targeting by Malicious Persons

Malicious entities may target you in an attempt to steal any asset that you may hold, or to claim any asset that you may have purchased. This may involve unauthorised access to your Account, your private keys, your addresses, your passwords, your email or social media accounts, your log-in details or access method for the Account, as well as unauthorised access to your computer, smartphone, and any other devices that you may use. You alone are responsible for protecting yourself against such actions.

2.6 Cryptographic Advancements

Developments in cryptographic technologies and techniques including but not limited to the advancement of artificial intelligence and/or quantum computing, pose security risks to all cryptography-based systems including your virtual assets, account, wallet, agreed communication methods, or the platform.

Applying these technologies and techniques to the virtual assets, account, wallet, agreed communication methods, or the platform may result in theft, loss, disappearance, destruction, devaluation or other compromises of the virtual assets, account, wallet, agreed communication methods, or the platform or your data (as applicable).

2.7 Reliance on the Internet and Other Technologies

Virtual assets and the platform rely heavily on the internet and other technologies (including the agreed communication methods). However, the public nature of the internet means that either parts of the internet or the entire internet may be unreliable or unavailable at any given time. Further, interruption, delay, corruption or loss of data, the loss of confidentiality in the transmission of data, or the transmission of malware may occur when transmitting

data via the internet and/or other technologies. No authentication, verification or computer security technology is completely secure or safe.

The internet or other electronic media (including without limitation to electronic devices, services of third-party telecom service providers such as mobile phones or other handheld trading devices or interactive voice response systems) are an inherently unreliable form of communication, and such unreliability may be beyond the Company's control.

Any information including any document transmitted, or communication or transactions made over the internet or through other electronic media (including electronic devices, services of third party telecommunication service providers such as mobile phones or other handheld trading devices or interactive voice response systems) may be subject to interruption, transmission blackout, delayed transmission due to data volume, internet traffic, market volatility or incorrect data transmission (including incorrect price quotation) or stoppage of price data feed due to the public nature of the internet or other electronic media.

2.8 Risks relating to Timing

An order is binding upon completion of the steps described in these Terms. Following this, the Order will not be reversed unless otherwise provided in the Terms herein. There is a risk that the final binding order does not occur at the same time as instructions are provided.

You may suffer loss due to the fact that an order is not carried out at the desired time. In particular, contingent orders, such as "stop-loss" or "stop-limit" orders, may not limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.

2.9 Unauthorised Access

Unauthorized third parties may gain access to your account and submit orders, deposit, or withdraw from your wallet without your knowledge or authorization. This may occur through various means, including gaining control over another device or account you use, or by exploiting other security vulnerabilities. You are solely responsible for maintaining the security of your account and devices. It is essential to take proactive measures, such as using strong passwords, enabling two-factor authentication, and monitoring your account regularly, to minimize the risk of unauthorized access.

2.10 Exchange Materials may not be Up-to-date

The Company is not obliged to provide any adaptations, enhancements and/or modifications to the platform materials. This includes, but is not limited to, the App, where you may be

using an outdated version that does not include the latest features or improvements. It is your responsibility to regularly check for and install updates, as well as download the latest versions of the platform or app to ensure access to new features and optimal functionality. The Company is not liable for any issues arising from your failure to update or maintain the current version of the platform or app.

2.11 Use of Jailbroken Devices

The use of the platform on a jailbroken device may compromise the security of your account and expose it to unauthorized access, potentially leading to fraudulent transactions. Such actions may constitute an event of default and could result in financial loss, as well as the termination of these Terms and your access to the platform. We encourage you to use and access the platform against a jailbroken device, the Company is not responsible for any risks, damages, or losses that may arise from doing so.

3. General Risk Statements

3.1 Jurisdiction-related Risks

Residents, tax residents or persons having a relevant connection with jurisdictions other than the available jurisdictions are prohibited from using the platform and submission of orders. Changes in your place of domicile may result in you violating any legal or regulatory requirements of your applicable jurisdiction. You are responsible for ensuring that any order is, and remains lawful despite changes to Applicable law and your residence.

3.2 Product-related Risks

We may have issued certain virtual assets, whereas other virtual assets are issued by third parties. In any event, you must read the applicable product terms, product information and risk disclosures carefully before entering an order. No product term or information has been subject to regulatory approval, unless expressly stated otherwise. You should exercise caution in respect of any such offer.

For any virtual asset products that have been authorised by a regulator, authorisation does not imply any official recommendation or endorsement of the product by the regulator, nor does it guarantee the commercial merits of a product or its performance. You should seek independent professional advice before making any investment decision.

3.3 Tax Treatment and Accounting

Some virtual assets and orders may be subject to the tax laws and regulations in an applicable jurisdiction. The tax treatment and accounting of virtual assets (and any ancillary benefits) is a largely untested area of law and practice that is subject to changes. Tax treatment of virtual

assets may vary amongst jurisdictions. We may receive queries, notices, requests, or summons from tax authorities and as a result may be required to furnish certain information about the Order.

Among the accounting profession, there are no agreed standards and practices for how an auditor can perform assurance procedures to obtain sufficient audit evidence for the existence and ownership of virtual assets and ascertain the reasonableness of the valuations. If you are unsure about the tax implications of your orders, you should seek independent professional advice before carrying out an order.

3.4 Inflation Risk

Virtual assets may, either because of the inherent design of the virtual asset or through Network Events, not be a fixed supply of assets. Where additional virtual assets are created, the asset's price may decline due to inflationary effects of adding additional virtual assets to the total assets available.

3.5 Concentration Risk

At any point in time, one or more persons may directly or indirectly control significant portions of the total supply of any particular virtual asset. Acting individually or in concert, these holders may have significant influence and may be able to influence or cause Network Events which may have a detrimental effect on the price, value or functionality of the virtual assets. Network Participants may make decisions that are not in your best interest as a holder of virtual assets.

3.6 Country Risks

If a transaction is made in any virtual assets issued by a party subject to foreign laws or transactions made on markets in other jurisdictions, including markets formally linked to a domestic market, recovery of the sums invested and any profits or gains may be reduced, delayed, or prevented by exchange controls, debt moratorium or other actions imposed by the government or other official bodies. Before you submit an order, you should satisfy yourself about any rules or laws relevant to that particular order.

Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should obtain independent advice about the different types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade. If your country of residence imposes restrictions on virtual assets, we may be required to discontinue your access to the account and may not be permitted to transfer virtual assets

back to you or permit you to transfer virtual assets from the account to yourself or others, until such time as the regulatory environment permits us to do so.

3.7 Regulatory Uncertainty

All virtual assets are potentially exposed to legal and regulatory risks. The legal and regulatory treatment of some of the virtual assets may change. Regulation of virtual assets is unsettled and rapidly changing. Legal and regulatory treatment varies according to the jurisdiction. The effect of regulatory and legal risk is that any virtual asset may decrease in value or lose all its value due to legal or regulatory change. This may affect the value or potential profit of a virtual asset order.

We may cancel or modify your order, restrict or suspend your use of the platform or your account to comply with Applicable law or for other reasons as specified in the Terms. We recommend you obtain independent legal, tax and financial advice and that you continue to monitor the legal and regulatory position in respect of the virtual assets and your orders.

3.8 Conflicts of Interest

We may be acting as agents as well as principals for you. We or our other service providers may facilitate the initial distribution of virtual assets (such as, initial coin offerings), facilitate secondary market trading, or both, as in a traditional exchange, alternative trading system or securities broker. If these operations are not under the purview of any regulator, it would be difficult to detect, monitor and manage conflicts of interest.

3.9 Authorised Persons

Providing access to your account to any other person involves significant risks. You must take all necessary steps to assure yourself that your Authorized Person is appropriate and qualified to act on your behalf. You are solely responsible for ensuring that your Authorized Person complies with all applicable laws, regulations, and the Terms set forth by the Company. You must also adopt such controls as you see fit to monitor the activities of your Authorized Person in relation to your account and to ensure they remain appropriate to act in that capacity. The Company is not responsible for any actions, omissions, or losses resulting from the activities of your Authorized Person.

4. Definitions

The following terms have the following meanings unless the contrary intention appears.

Account means an account established by the Company in your name for the purposes of using the platform, which may be made available through the website, app and/or other means as determined by the Company in its sole discretion. It includes the spot Wallet or any other virtual asset wallet established by the Company to trade virtual assets or provide specific services under these Terms;

Addendum or **Addenda** has the meaning given in the definition of Agreement;

Advanced Order means any Order type made available on the website and/or app from time to time that is not a Maker Order, Market Order or a Limit Order;

Affiliate means any person, directly or indirectly controlling, controlled by or under direct or indirect common control with another person, where control may be by management authority, equity interest or otherwise;

Agreed Communication Method means:

- (a) Website;
- (b) Application; and
- (c) any other communication method as notified by the Company to you as another agreed communication method, or otherwise in writing, as being appropriate for submitting orders;

Agreement means the contractual arrangement between you and the Company, comprised of the following documents:

- (a) BITmarkets Terms and Conditions;
- (b) Your Application;
- (c) Any Confirmations to which you are a party;
- (d) Any document or part of the website and/or app that sets out the fees and costs that may apply to the platform;
- (e) Including Margin Terms and Conditions;
- (f) The Exchange FAQs;
- (g) The Exchange Rulebook;
- (h) Any Addendum which governs additional products and services (other than your use of the platform and/or the account) offered through the platform;

- (i) Any other rules, notifications, guidelines, terms, agreement or other document designated by us to form part of the Agreement;

Airdrop means a distribution, or an attempt thereof, where an address holding a virtual asset receives or is allocated a certain amount of the same or another virtual asset;

AML/CTF Requirements means any Applicable law pertaining to money laundering, terrorism financing, bribery, corruption, tax evasion, fraud, the trafficking of arms, drugs, humans or wildlife, slavery, proliferation of weapons of mass destruction, or sanctions;

Application (App) means the mobile application software developed, owned, and provided by the Company, enabling access to one or more services under these Terms, inclusive of any updates, upgrades, supplements, releases, and versions thereof;

Applicable law means any applicable common law, principles of equity, and laws made by a government or relevant authority or judicial body, including regulations, rules, decrees, court judgments, arbitral awards, office directives, requests, policies, codes, circulars, guidelines or other instruments (whether or not having the force of law), and consolidations, amendments, re-enactments or replacements of any of them from time to time. For the avoidance of doubt, Applicable law includes AML/CTF Requirements and Financial Crime Regulation in the jurisdiction where the Company is incorporated;

Application means an:

- (a) application to use the platform; and
- (b) application for an account

Arbitrage means a trading practice whereby a person takes advantage of the significant price differences of cryptocurrencies between cryptocurrency exchanges, subsequently buys a cryptocurrency from one exchange and thereafter promptly sell the same cryptocurrency to another exchange for a higher price resulting to a profit by reason of the deviation in the quoted price between the said exchanges;

Authorised Person means any person that you authorise (either as an individual or collectively) and whom the Company approves to act on your behalf in providing instructions, managing your account or carrying out any other act in connection with these Terms;

Available Balance means your Total Asset Value less any amounts held for Open Orders and Fees;

Available Jurisdiction means a jurisdiction where the platform is accessible and is not classified as a Restricted Jurisdiction;

Base Asset means the virtual asset being traded on the Order Book and/or the first virtual asset stated in a Trading Pair;

BITmarkets Terms and Conditions or Terms means this document herein which constitutes a legally binding agreement between you and the Company;

Business Day means a day that is not a Saturday, Sunday, or other general holiday in St. Vincent and the Grenadines;

Confirmation means a trade confirmation (or similar) relating to an Executed Order;

Control of a person includes the power to directly or indirectly:

- (a) determine the management or policies of the person;
- (b) control the membership of the board or other governing body of the person; or
- (c) control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the person, regardless of whether the power is in writing or not, enforceable or unenforceable, expressed or implied, formal or informal or arises by means of trusts, agreements, arrangements, understandings, practices or otherwise;

Controller of a person means the person that has the power to Control that person;

Costs include costs, fees, charges, disbursements and/or expenses, including those arising in connection with virtual asset networks or blockchains underlying a virtual asset; and engagement of third-party service providers (on a full indemnity basis) including legal advisers, trustees, or any agent, delegate nominee or custodian appointed by us;

Counter Asset means the virtual asset or fiat currency in which trading is denominated on the Order Book and/or the second virtual asset or fiat currency stated in a Trading Pair;

Deceptive Activity occurs where a person, directly or indirectly, in a transaction involving any virtual asset employs any device, scheme or artifice with intent to defraud or deceive; or engages in any act, practice or course of business which is fraudulent or deceptive, or would operate as a fraud or deception;

Dispute includes any dispute, controversy, or claim arising out of or in connection with the Agreement or the subject matter of the agreement, including any question concerning its formation, validity, interpretation, performance, breach and termination;

Eligible Virtual Asset means a Virtual Asset that:

- (a) has not been associated with a wallet address that is or has been blacklisted or otherwise identified by a government agency or relevant authority as being related to a breach or potential breach of the Applicable law;
- (b) is not otherwise associated with suspicious or illicit activities, including the dark web or ransomware cases; or
- (c) is otherwise available for trading on the website and/or app, in each case, as determined by the Company in its sole discretion, having regard to the Applicable law, the Company's internal policies and any other relevant considerations;

Enabled Device means the mobile device or other device successfully registered by you for the use in connection with the platform, app, and services under these Terms;

Encumbrance means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist;

Event of Default means any event specified in these Terms as giving rise to the right of the Company to terminate these Terms / Agreement immediately by notification;

Exchange means the exchange that is operated by the Company in accordance with the Terms;

Exchange FAQs means the applicable "Exchange FAQs" published on the platform of the Company;

Exchange Market Data means any data, information and/or platform materials made available to you through the app, website and/or other products, including any application

programming interfaces. This may include, but is not limited to, order book information, prices, quantities of orders, transactions made on or in relation to the Company products;

Exchange Materials means the Trading Tools, marketing information and other materials available on or through the platform;

Exchange Rulebook means the applicable “Exchange Rulebook” published on the website and/or App by the Company;

Execution means the matching of two Orders, and “Executed” and “Executed Orders” are to be interpreted accordingly;

False or Misleading Information Disclosure occurs when a person discloses, circulates or disseminates; authorises or is concerned in the disclosure, circulation or dissemination of information that is likely to induce another person to trade Assets; induce the trading of Assets by another person; or maintain, increase, reduce or stabilise the price of Assets, whereby, the information is false or misleading as to a material fact, or is false or misleading through the omission of a material fact; and the person knows that, or is reckless or negligent as to whether, the information is false or misleading as to a material fact, or is false or misleading through the omission of a material fact;

False Trading occurs when a person does anything or causes anything, intentionally, negligently or recklessly, that has the effect, or is likely to have the effect of creating a false or misleading appearance of active trading in an asset; or creating an artificial price, or maintaining the price at a level that is an artificial price, for an asset;

Feedback has the meaning given to and as discussed in the relevant clause above;

Fees means all fees imposed by us for the use of the platform and/or services;

Fiat Currency means any asset that is a legal tender in a country or territory; and customarily used and accepted as a medium of exchange in its country or territory of issue in each case as determined by us.

Fill or Filled means to satisfy an Order and/or matching of two Orders;

Financial Crime Regulation means any Applicable law, internal policy or regulatory requirement pertaining to money laundering, terrorism financing, bribery, corruption, Tax evasion, fraud, the trafficking of arms, drugs, humans or wildlife, slavery, proliferation of

weapons of mass destruction, or evasion of sanctions. A reference to a violation of Financial Crime Regulation includes any acts or attempts to circumvent or violate any Applicable laws relating to Financial Crime Regulation;

Force Majeure Event means any event beyond our reasonable control that impedes or delays us from fulfilling our obligations under the Terms, which includes but is not limited to:

- (a) acts of God (including earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, epidemics, pandemic, drought or meteor);
- (b) acts of war and terrorism, declared or undeclared (including invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power);
- (c) civil disorder (including any act of a public enemy, sabotage, malicious damage, terrorism or civil unrest);
- (d) embargoes (including confiscation, nationalisation, requisition, expropriation, prohibition, restraint or damage to property by or under the order of any government or government authority);
- (e) natural disasters;
- (f) unnatural disasters (including ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel);
- (g) labour disputes (including strikes, blockades, lock out or other industrial disputes);
- (h) failure or interruption on the internet, public and private communications networks and facilities, communication channels or information systems, or other infrastructure, systems, operations or of equipment relevant to the provision or use of the platform;
- (i) viruses, malwares, other malicious computer codes or the hacking of any part of the platform or services;
- (j) delay, failure or interruption in, or unavailability of, third party services and sites;
- (k) acts or omissions of acts of a party for whom we are not responsible;
- (l) data breaches or data-processing failures; or
- (m) adoption of or any change in the Applicable law, or the promulgation of or any change in the interpretation of Applicable law by any relevant government agency, or the public statement or action by any government agency or its official or representative thereof acting in an official capacity;

Fork means changes in operating rules of the underlying protocols of a virtual asset that may result in more than one version of a virtual asset; material changes in the value, function, and/or the name of a virtual asset; and/or the Company holding an amount (which may be an identical amount) of virtual assets associated with each forked network, in each case as determined by us in our sole discretion;

Government Agency means any government, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity;

Hold means the setting aside of virtual assets allocated to an Order;

Infrastructure Participant means trading venues and other financial market infrastructures that facilitate the clearing, settlement, and recording of transactions relating to virtual assets;

Inside Information means, in relation to an Issuer, specific information that is about the Issuer, a Controller or Senior Manager of the Issuer or the Virtual Assets of the Issuer. This information is not generally known to individuals who regularly engage or are likely to engage in transactions involving the Virtual Assets of the Issuer. However, if this information were generally known to such individuals, it would likely have a significant impact on the value of the Virtual Assets;

Insider Dealing occurs when a person who has information which that person knows is Inside Information in relation to an Issuer deals in a Virtual Asset that is issued by that Issuer; counsels or procures another person to deal in any Virtual Asset that is issued by that Issuer; or discloses the Inside Information, directly or indirectly, to another person;

A person is **Insolvent** if it:

- (a) makes a general arrangement or composition with or for the benefit of its creditors;
- (b) institutes or has instituted against it any voluntary or involuntary proceeding seeking relief under any insolvency, bankruptcy or other law affecting creditors' rights, or, has a winding-up or liquidation petition presented against it and such proceeding or petition:
 - (i) results in a judgment of insolvency or bankruptcy liquidation of the person or the entry of an order for relief or winding-up or liquidation; or
 - (ii) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or petition (as the case may be);
- (c) is dissolved other than pursuant to a consolidation, amalgamation or merger;
- (d) is unable to pay its debts as they become due or admits in writing of its inability to pay its debts as they become due;
- (e) seeks or becomes subject to the appointment of an administrator, liquidator, receiver, trustee or other similar official for it or for all or substantially all of its assets;
- (f) causes or is subject to any event with respect to it which, under Applicable Law, has an effect analogous to any of the events specified in paragraphs (a) to (e); or
- (g) takes any action in furtherance of or indicating its consent to any of the events specified in paragraphs (a) to (e);

Intellectual Property Rights means any and all present and future intellectual property rights, conferred by statute, at common law or in equity and wherever existing, including:

- (a) patents, inventions, concepts, discoveries, designs, copyright, moral rights, trade marks, service marks, trade names, brand names, business names, product names, domain names or rights in designs, art, images, drawings, know how, product names, trading styles, get-up, processes, methodologies, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights or other rights of a similar nature arising or capable of arising under statute or at common law anywhere in the world;
- (c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and all renewals and extensions of these rights;

Introducer is a third-party individual or entity that introduces potential clients to the Company or platform. The Introducer may facilitate communication, provide information about the services offered by the Company, or assist with the onboarding process.

Instruction means any directive provided by you to the Company regarding the Exchange, your Account, or any services outlined in this Agreement;

Issuer means any person that issues a Virtual Asset. For the avoidance of doubt, a Virtual Asset is not required to have an Issuer;

Jailbroken, as applicable to the device in question means a device that has been freed from the restrictions imposed on it by the mobile service provider and/or the phone manufacturer without their approval, as applicable; and/or has the meaning set out in the Exchange FAQs;

Limit Order means an Order that is to buy or sell a specified quantity of a Virtual Asset at the price specified in that Limited Order;

Loss includes any direct, indirect or consequential loss, damage, expense, demand, claims, liabilities, judgments, fines, penalties (whether civil, criminal or other) and amounts paid or payable in settlement, including, without limitation, all interest, assessments and other charges paid or payable in connection with or in respect of any of the foregoing and Costs of any kind;

Market Manipulation means actions undertaken by an individual or in collaboration with others, with the intention to deceive or mislead others; artificially control or manipulate the

price or trading volume of a Virtual Asset; or aid, abet, enable, finance, support, or endorse either of the abovementioned. This may include actions on the Exchange and/or outside the Exchange. Market Manipulation specifically includes front-running, wash trading, spoofing, layering, churning, and quote stuffing. Without limitation to the above, Market Manipulation occurs when a person:

- (a) enters or carries out, directly or indirectly, two or more transactions in Assets that by themselves or in conjunction with any other transaction increase, or are likely to increase, the price of any Assets, with the intention of inducing another person to buy, or to refrain from selling, those Assets;
- (b) a person enters or carries out, directly or indirectly, two or more transactions in Assets that by themselves or in conjunction with any other transaction reduce, or are likely to reduce, the price of any Assets, with the intention of inducing another person to sell, or to refrain from buying, those Assets; or
- (c) a person enters or carries out, directly or indirectly, two or more transactions in Assets that by themselves or in conjunction with any other transaction maintain or stabilise, or are likely to maintain or stabilise, the price of any Assets, with the intention of inducing another person to trade, or to refrain from trading, those Assets;

Market Misconduct means:

- (a) Insider Dealing or Trading;
- (b) Arbitrage
- (c) False Trading;
- (d) Price Rigging;
- (e) Prohibited Transaction Disclosure;
- (f) False or Misleading Information Disclosure;
- (g) Market Manipulation;
- (h) Wash trading;
- (i) Spoofing;
- (j) Layering;
- (k) Quote stuffing;
- (l) Deceptive Activity;
- (m) Any violation of the Exchange Rulebook; or
- (n) Any dishonourable or dishonest conduct, conduct which is consistent with just and equitable principles of trade and any act that is detrimental to the Exchange, and includes attempting to engage in, or assisting, counselling or procuring another person to engage in, any of the conduct referred to in paragraphs (a) to (i);

Maker Order means an Order that will not immediately be Executed against another Order upon submission to the Exchange;

Market Order means an Order that is to buy or sell a specified quantity of a Virtual Asset at the best available price that is currently available for the relevant Trading Pair on the Exchange;

Mis-execution occurs when an Order is Executed otherwise than in accordance with the Order;

Network Event in relation to a Virtual Asset means:

- (a) a Fork, Airdrop or other event which results in the generation of new or alternate Virtual Assets from an existing Virtual Asset, and which creates rights of an existing Virtual Asset holder to receive or otherwise control the newly created Virtual Assets immediately after the Network Event; or
- (b) any event in respect of any protocol underlying a Virtual Asset, which is exogenous to us, and results in loss of control or ownership of Virtual Assets held by the Company or you, including any consensus by a relevant network protocol to fail to honour or record an Executed Order on the network, or to revert any Executed Order previously honoured or recorded on the network;

Network Participant means a person or entity who has the ability to cause the happening of a Network Event, including any group of persons or entities acting in concert;

"On-Exchange Asset" means any Virtual Asset, which:

- (a) is recorded in any Wallet;
- (b) has been posted as collateral as part of any Exchange-related activities;
- (c) has been lent by, and/or is owed to the Company as part of any Exchange related activities; and/or
- (d) is otherwise sent to or provided by the Company for any activity conducted through an Account;

Off-Exchange Asset means any Virtual Asset which is an "On-Exchange Asset" except that it is not recorded in any Wallet but is instead recorded in a third party wallet address;

Open Order means a Maker Order which has been posted but not Filled, cancelled or expired;

Order means an Instruction to buy or sell a specified quantity of a Base Asset for a specified price stated in the Counter Asset on the Exchange;

Order Book means an order book for various Virtual Asset and/or Trading Pairs;

Order Matching Engine means, collectively, the Company's systems for Execution;

Personal Data means any information or opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, relating to an identified or identifiable natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Price Rigging occurs when a person enters into or carries out: any transaction of sale or purchase of an Asset that does not involve a change in the beneficial ownership of that Asset; or any fictitious or artificial transaction or device, whether intentionally or recklessly, and the conduct has the effect of maintaining, increasing, reducing, stabilising, or causing fluctuations in the price of a Virtual Asset;

Privacy Notice means the privacy notice published on the Company's Website which may be subject to amendments or variations by us from time to time;

Prohibited Transaction means any transaction that involves Market Misconduct;

Prohibited Transaction Disclosure occurs when a person discloses, circulates, disseminates, authorises; or is concerned in the disclosure, circulation or dissemination of, information to the effect that the price of Virtual Assets will be maintained, increased, reduced or stabilised; or is likely to be maintained, increased, reduced or stabilised because of a Prohibited Transaction relating to those Virtual Assets, if that person, or an associate of that person entered into or carried out, directly or indirectly, a Prohibited Transaction; or has received, or expects to receive, directly or indirectly, a benefit as a result of the disclosure, circulation or dissemination of the information;

Proscribed Address means any blockchain address that appears in a list of addresses with which dealings are proscribed by the United Nations or another Government Agency or relevant authority under Applicable Law, or is part of a group of addresses that appears in such a list, and without limiting the generality of this definition, an address stated on the United States of America Department of Treasury's Specially Designated Nationals list;

Proscribed Person means a person who appears to the Company to be in breach of any AML/CTF Requirements of any jurisdiction; appear in a list of persons with whom dealings are proscribed by the United Nations or another Government Agency or a regulatory authority under Applicable Law; or act on behalf, or for the benefit of, any person described in paragraph (a) or (b);

Restricted Jurisdiction means a jurisdiction which is not available for services as per the List of Restricted Jurisdictions available on the www.bitmarkets.com website which is updated from time to time;

Sanctions means any economic sanctions laws, regulations, embargoes or restrictive measures imposed by the United Nations Security Council, the European Union or its member states, or by any other applicable jurisdiction;

Self-Execution means that in respect of any Executed Orders, the same person has provided both the Taker Order and the Maker Orders;

Senior Management of a person means the managing director, the board of directors and the chief executive officer, as well as all other personnel who are in a position of authority over that person's business decisions, or who have significant influence or control over that person, and **Senior Manager** is to be interpreted accordingly;

Services means the Service Content and all related features, services, content and applications, which includes the following services:

- (a) Access to and use of the Exchange where you may place Orders to trade Virtual Assets in accordance with the Agreement;
- (b) Access to the Exchange Materials; and
- (c) Any other products or services listed in the Annexes (if any) and/or any Addenda, or shown on the Exchange or our official communication channel from time to time, which the Company may make available to you on the App and Website from time to time.

For the avoidance of doubt, the Company does not conduct or provide any currency exchange services from one fiat currency to another fiat currency;

Service Content means data, information, materials, advertisements, text, audio, video, graphics, software and other content on the Website, Exchange and/or Services;

Spot Wallet means each virtual asset wallet provided to you by the Company upon opening an Account for the purpose of trading under these Exchange Terms and Conditions;

Stake or Staking means the holding of any eligible Virtual Assets in your Account for a period of time, and subject to any additional terms imposed by the Company;

Taker Order means an Order that will be immediately Executed against another Order upon submission to the Exchange;

Taxes means taxes, levies, imposts, charges and duties imposed by any Government Agency (including stamp and transaction duties) together with any related interest, penalties, fines and expenses, in connection with your use of the Services under any Applicable Law;

Total Asset Value means the gross value of all of your Virtual Assets for the relevant Order Book, expressed in the Counter Asset based on the last trade price. This includes all Virtual Assets allocated to Open Orders;

Trade Engine means, collectively, the Company's systems for settling Executed Orders by transferring the relevant Virtual Assets between the relevant Accounts;

Trading Hours means the periods when the Exchange and/or Services are accessible, as communicated through an Agreed Communication Method or otherwise provided in writing by the Company;

Trading Pair means the combination of a Base Asset and a Counter Asset that is offered for trading on the Exchange;

Trading Tools means the applications (including any application programming interface), algorithms, Trading Bots, software (including any files, images, tables and data incorporated in or generated by the software and data accompanying the software), interfaces or code that the Company may provide to you for using the Exchange. It includes the Website and the App and any related specific applications, algorithms, software, interfaces and codes;

Transaction History means records of all transactions and any details relevant to such transactions on your Wallet or Website generally;

Virtual Asset means any asset that is expressed as a unit capable of being transferred, stored and traded on a peer-to-peer basis, with or without conditions or limitations and approved by the Company from time to time for use in connection with the Exchange.

Virtual Assets do not include Fiat Currencies. For the avoidance of doubt, any Virtual Asset that is transferred on any additional layer on top of a blockchain relating to another Virtual Asset or any side chain; or is a derivative of another Virtual Asset, has enhanced features or functionality that supplements or interacts with another Virtual Asset, is to be treated as a distinct Virtual Asset from such other Virtual Asset and its use in connection with the Services will be subject to approval by the Company;

Unauthorised Transaction means an instruction that is not authorised by you. For the avoidance of doubt, an Instruction that is authorised and/or initiated by you as a result of, among others, mistake, duress, fraud, misrepresentation, or inducement should not constitute an Unauthorised Transaction;

Wallet means any virtual asset wallet, including your Spot Wallet provided to you by the Company as referred to in the respective Addenda;

Website means the website at www.bitmarkets.com or all related components.

2. Interpretation

Unless the contrary intention appears, a reference in the Agreement to:

- (a) any reference to a Virtual Asset includes any part or fraction thereof;
- (b) a reference to anything (including an amount) is a reference to the whole or each part of it;
- (c) labels used for definitions are for convenience only and do not affect the interpretation of the whole or part of the Terms;
- (d) a document (including these Terms) includes any variation or replacement of the document;
- (e) a reference to a document encompasses any ancillary documents related to the document, as well as any agreements or other legally enforceable arrangements established by or under the document;
- (f) a clause, Part, annexure or schedule is a reference to a clause in, Part of, or annexure or schedule to, these Terms;
- (g) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) the singular includes the plural and vice versa;
- (i) the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;

- (j) the word “legal person” means an entity other than a natural person that can establish a permanent client relationship with a financial institution or otherwise own property;
- (k) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (l) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (m) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (n) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (o) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (p) unless stated otherwise in writing by the Company, a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (q) the words “include”, “including”, “for example” or “such as” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (r) the word “blockchain” includes any other form of distributed ledger technology;
- (s) a reference to “law” includes common law, principles of equity and legislation (including regulations, rules, by-laws, ordinances and proclamations) and includes any consolidations, amendments, re-enactments or replacements of any of them;
- (t) a reference to “regulation” includes legislation and instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances, directives and proclamations) as well as instruments or orders issued by government or regulatory authorities and any licensing, registration or approval requirements under any of these;
- (u) a reference to “in writing” means in legible form and capable of reproduction on paper, and includes electronic communication;
- (v) a reference to “material” includes the ability to affect the outcome of a decision or application;
- (w) “property” or “asset” includes any present or future, real or personal, tangible or
- (x) intangible property, asset or undertaking and any right, interest or benefit under or arising from it; and
- (y) any thing (including any amount or Service) includes each part and/or feature of it.

2.2 Next day

If an act stipulated in the Agreement is to be performed by a party on or before a specified day, and it is completed after 5:30 PM on that day, it shall be deemed to have been executed on the following day.

2.3 Next Business Day

If an event outlined in the Agreement is scheduled for a specified day that is not a Business Day, then the said day will be considered as the following Business Day.

2.4 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the Agreement.

2.5 Inconsistency

Subject to the application of any mandatory provisions of any Applicable Law, if there is any inconsistency between:

- (a) the English version and any other language version of any part of the Agreement, the English version prevails;
- (b) the Application and any other terms of the Terms, the other Terms prevail;
- (c) these Terms and any specific terms applicable to a particular service that forms part of the Terms, or to a particular jurisdiction, the specific terms prevail;
- (d) these Terms and the Exchange FAQs, these Terms prevail;
- (e) a Confirmation and any other terms of the Terms, the Confirmation prevails for the relevant Executed Order;
- (f) the Agreement and any direction, decision, requirement or other rule issued by us in connection with the Exchange, the latter in time prevails; or
- (g) in each case, to the extent of the inconsistency, and unless otherwise specified by us in writing.

Last updated: July 2025