

BITSAFEST LEGAL TERMS AND CONDITIONS

These Terms and Conditions determine the agreement between You (Customer) and Bitsafest.com Company, concerning the use of our exchange service. An individual (verified or not verified) visiting bitsafest.com agrees to follow determined Terms and Conditions. The following document describes ways in which we provide our services, it explains the rights and duties of the Customer as to the access and usage of the services performed by bitsafest.com.

It is important to read and review Terms and Conditions below. Bitsafest.com reserves the right to change Terms and Conditions periodically. Bitsafest.com complies to inform users about all amendments made in Terms and Conditions at the next visit.

The revised version of bitsafest.com terms and conditions will take effect from the moment we post it on the website bitsafest.com. Bitsafest.com clients agree to continue using our services and their bitsafest.com investment and personal accounts according to the changes applied.

1. ELIGIBILITY.

To be eligible to use any of the Bitsafest Services, you must be at least 18 years old and reside in a country in which the relevant bitsafest Services are accessible.

2. SERVICES.

2.1 Digital Currency Services.

The following services (the "Digital Currency Services") may be provided to you by bitsafest.com

(A) one or more hosted digital currency wallets (the "Digital Currency Wallets") enabling you to store, track, transfer, and manage your balances of certain supported digital currencies like Bitcoin or Ethereum (collectively "Digital Currency" or "Digital Currencies"); and

(B) A Digital Currency exchange service enabling you to obtain prices for your purchases and sales of Digital Currencies, and (subject to certain restrictions) carry out any such purchases or sales on the Site or via a sales agent who invest a huge amount of coins with us (the "Digital Currency Exchange Service").

2.2 Fees. You agree to be responsible for the payment of and pay all fees. A full list of fees for bitsafest Services, as amended from time to time, can be made known to the customer upon request of the 'Pricing and Fees Disclosures' and 'Trading Fees' pages, which shall form part of this Agreement.

3. ACCOUNT SETUP.

3.1 Registration of bitsafest Account. To use the bitsafest Services, you will need to register for a bitsafest account (a "Bitsafest Account") by providing your details, including your identity card, email address and a password and accepting the terms of this Agreement. By using a bitsafest Account, you agree and represent that you will use the bitsafest Services only for yourself, and not on behalf of any third party, unless you have obtained prior approval from bitsafest in accordance with this Agreement. Each customer may register only one bitsafest account. You are fully responsible for all activity that occurs under your bitsafest Account. We may, in our sole discretion, refuse to open a bitsafest Account for you, or suspend or terminate any bitsafest Accounts (including but not limited to duplicate accounts) or suspend or terminate the trading or investment of specific Digital Currency in your account.

3.2 Identity Verification. You agree to provide us with the information we request (which we may request at any time deemed necessary) for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime, including *Verification Procedures and Limits* and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to start using the Bitsafest Services and to access specific bitsafest Services, including certain transfers of E-Money and Digital Currency, and the limits that apply to your use of the bitsafest Services may be altered as a result of information collected on an ongoing basis.

The information we request may include (but is not limited to) personal information such as your name, residential address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) network status, customer type, customer role, billing type, mobile device identifiers (e.g. international mobile subscriber identity and international mobile equipment identity) and other subscriber status details, and any such information that bitsafest is required to collect from time to time under applicable law.

You may also be required to undergo "Enhanced Due Diligence" where Bitsafest may request that you submit additional information about yourself or your business, provide relevant records, and arrange for meetings with Bitsafest staff or agent so that Bitsafest may, among other things, establish the source of your wealth and source of funds for any transactions carried out in the course of your use of Bitsafest Services.

In providing us with this or any other information that may be required where necessary, you confirm that the information is true, accurate and complete, and you have not withheld any information that may influence Bitsafest's evaluation of you for the purposes of your registration for a Bitsafest Account or the provision of Bitsafest Services to you. You undertake to promptly notify in writing and provide Bitsafest with information regarding

any changes in circumstances that may cause any such information provided to become false, inaccurate or incomplete and also undertake to provide any other additional documents, records and information as may be required by Bitsafest and/or applicable law. You permit us to keep records of such information.

4. DIGITAL CURRENCY SERVICES.

4.1 In General. Your Digital Currency Wallet enables you to send Digital Currency to, and request, receive, and store Digital Currency from, other users or third parties outside the Bitsafest Platform, by giving instructions through the Site (each such transaction is a "Digital Currency Transaction").

The Digital Currency exchange service enables you to buy Digital Currency on the Bitsafest Platform using:

(A) E-Money from your E-Money Wallet;

(B) Central bank issued currency (such as USD, GBP or EUR) supported by Bitsafest and/or

(C) Other types of Digital Currency in your Digital Currency Wallet.

Conversely, when you sell on the Bitsafest Platform, Digital Currency you may elect to receive:

(D) E-Money into your E-Money Wallet;

(E) Central bank issued currency (such as USD, GBP or EUR) supported by Bitsafest; and/or

(F) Other types of Digital Currency in your Digital Currency Wallet.

Bitsafest facilitates and enables the purchase and sale of Digital Currency between its customers on the Bitsafest Platform.

4.2 Transaction Fulfillment. We will make reasonable efforts to fulfill all purchases of Digital Currency, but in some circumstances such as investment account holders, we may be unable to since the account will be placed in an investment program due for one (1) year and one (1) day. If this is the case, we will notify you and seek your approval to exercise patience and enjoy your investment profits at maturity.

4.3 Availability of Payment Methods. The availability of a method of payment depends on a number of factors including, for example, where you are located, the identification

information you have provided to us, and limitations imposed by third party payment processors.

4.4 Conversion Fees. Each purchase or sale of Digital Currency is subject to a fee (a "Conversion Fee"). The applicable Conversion Fee will be applied as per the blockchain daily rates. We will not process a transaction if the Conversion Fee and any other associated fees would, together, exceed the value of your transaction.

4.5 Exchange Rates. Each purchase or sale of Digital Currency is also subject to the Exchange Rate for the given transaction.

4.6 Authorisations; Reversals; Cancellations. By sending a 'Buy' or 'Sell' order via email to bitsafest, you are authorising Bitsafest to initiate the transaction at the quoted Buy Price or Sell Price and agree to any associated Conversion Fees and Exchange Fees and any other fees.

You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful or if your payment method has insufficient funds, you authorise us, in our sole discretion, either to cancel the transaction or to debit your other payment methods.

5. TRANSACTIONS LIMITS AND ENHANCED DUE DILIGENCE

5.1 Transactions Limits. The use of all Bitsafest Services is subject to a limit on the volume, stated in USD, GBP, EUR or other fiat currency or Digital Currency, you may transact or transfer in a given period (e.g. daily). Your transaction limits may vary depending on your payment method and your account type or verification steps you have completed, and other factors. We reserve the right to change applicable limits as we deem necessary. If you wish to raise your limits beyond the posted amounts, you may submit a request at support@bitsafest.com

5.2 Enhanced Due Diligence. We may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with Bitsafest agent/ staff if you wish to raise your limits ("Enhanced Due Diligence"). We reserve the right to charge you costs and fees associated with such Enhanced Due Diligence although if we intend to do so, we will notify you in advance so that you can decide whether you wish to proceed with the request. In our discretion, we may refuse to raise your limits, or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

6. SUSPENSION, TERMINATION, AND CANCELLATION.

6.1 Suspension, Termination and Cancellation. We may: (a) refuse to complete, or place on hold, block, cancel or reverse a transaction you have authorised (even after funds have been debited from your bitsafest Account), (b) suspend, restrict, or terminate your access to any or all of the Bitsafest Services, and/or (c) deactivate or cancel your Bitsafest Account with immediate effect for any reason, including but not limited to where:

(A) we reasonably believe that we need to do so in order to protect our reputation;

(B) we are, in our reasonable opinion, required to do so by applicable law, regulation or any court or other authority to which we are subject in any jurisdiction;

(C) we reasonably suspect you of acting in breach of this Agreement;

(D) we reasonably suspect you to have breached our ‘Behaviour Policy’ or our ‘Policy on Prohibited Use, Prohibited Businesses and Conditional Use’

(E) we have concerns that a transaction is erroneous or about the security of your Bitsafest Account or we suspect that the Bitsafest Services are being used in a fraudulent or unauthorised manner;

(F) we suspect money laundering, terrorist financing, fraud, or any other financial crime;

(G) use of your Bitsafest Account is subject to any pending litigation, investigation, or government proceeding and / or we perceive a heightened risk of legal or regulatory non-compliance associated with your Bitsafest Account activity; and / or

(H) you take any action that may circumvent our controls such as opening multiple Bitsafest Accounts or abusing promotions which we may offer from time to time.

We may suspend, restrict, or terminate your access to any or all of the Bitsafest Services and/or deactivate or cancel your Bitsafest Account, without reason by giving you two months’ notice. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your Bitsafest Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that Bitsafest is under no obligation to disclose the details of its risk management and security procedures to you.

6.2 Consequences of Termination or Suspension. On termination of this Agreement for any reason, unless prohibited by applicable law or by any court or other order to which Bitsafest is subject in any jurisdiction, you are permitted to access your Bitsafest Account:

(A) for ninety (90) days thereafter for the purposes of transferring Digital Currency out of your Digital Currency Wallet(s) and/or out of the Bitsafest Platform; and/or

(B) at any point in the six-year period commencing with the date of the termination of this Agreement for the purposes of transferring E-Money out of your E-Money Wallet and/or out of the Bitsafest Platform.

You are not permitted to use the Bitsafest Services or your Bitsafest Account for any other purposes during these periods and we may, at our discretion, limit the functionality of the Bitsafest Platform or access to the Site for you accordingly.

7. LIABILITY

7.1 Release of Bitsafest. If you have a dispute with one or more users of the Bitsafest Services (other than Bitsafest), you agree that neither we nor our affiliates or service providers, nor any of our respective officers, directors, agents, joint venturers, employees and representatives, will be liable for any claims, demands and damages (actual and consequential, direct or indirect) of any kind or nature arising out of or in any way connected with such disputes.

7.2 Indemnification. You agree to indemnify us, our affiliates and service providers, and each of our, or their, respective officers, directors, agents, employees and representatives, in respect of any costs (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to your breach and / or our enforcement of this Agreement (including without limitation your breach of our 'Behaviour Policy' or our 'Policy on Prohibited Use, Prohibited Businesses and Conditional Use' or your violation of any law, rule or regulation, or the rights of any third party).

7.3 Limitations of Liability. Bitsafest's total aggregate liability to you for any individual claim or series of connected claims for losses, costs, liabilities or expenses which you may suffer arising out of, or in connection with, any breach by Bitsafest of this Agreement shall be limited to a maximum aggregate value of the combined value of the Digital Currency and E-Money on deposit in your E-Money Wallet and your Digital Currency Wallet at the time of the relevant breach by Bitsafest. Where we are considering a specific claim relating to a specific transaction this sum shall be further limited to the purchase / sale amount (as relevant) of the transaction in dispute.

7.4 Limitation of loss. In addition to the liability cap at Section 7.3 (*Limitations of Liability*) above, in no event shall we, our affiliates or service providers, or any of our or their respective officers, directors, agents, employees or representatives, be liable for any of the following types of loss or damage arising under or in connection with this Agreement or otherwise:

(A) any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and / or any actual or hypothetical trading losses, whether direct or indirect, even if we are advised of or knew or should have known of the possibility of the same. This means, by way of example only (and without limiting the scope of the

preceding sentence), that if you claim that we failed to process a Digital Currency Transaction properly, your damages are limited to no more than the combined value of the supported Digital Currency and E-Money at issue in the transaction, and that you may not recover for any "loss" of anticipated trading profits or for any actual trading losses made as a result of the failure to buy or sell the Digital Currency;

(B) any loss of, or damage to, reputation or goodwill; any loss of business or opportunity, customers or contracts; any loss or waste of overheads, management or other staff time; or any other loss of revenue or actual or anticipated savings, whether direct or indirect, even if we are advised of or knew or should have known of the possibility of the same; any loss of use of hardware, software or data and / or any corruption of data; including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of digital currency price data; any error or delay in the transmission of such data; and / or any interruption in any such data; and

(C) any loss or damage whatsoever which does not arise directly as a result of our breach of this Agreement (whether or not you are able to prove such loss or damage).

7.5 Applicable law. The limitation of liability in this Section 7 (*Liability*) is subject to any obligations that we have under applicable law and regulation, including our obligation to exercise reasonable care and skill in our provision of the Bitsafest Services. Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, deliberate misconduct, for death or personal injury resulting from either our or our subcontractors' negligence.

7.6 No Warranties. The Bitsafest Services, the Bitsafest Platform and the Site are provided on an "as is" and "as available" basis, with no further promises made by us around availability of the Bitsafest Services. Specifically, we do not give any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any promises that access to the Site, any of the Bitsafest Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

We make no representations about the accuracy, order, timeliness or completeness of historical Digital Currency price data available on the Site. Any materials, information, view, opinion, projection or estimate presented via the Site is made available by Bitsafest for informational purposes only, and is subject to change without notice. You must make your own assessment of the relevance, timeliness, accuracy, adequacy, commercial value, completeness and reliability of the materials, information, view opinion, projection or estimate provided on the Site and/or the Site. Accordingly, no warranty whatsoever is given by Bitsafest and no liability whatsoever is accepted by Bitsafest for any loss arising whether directly or indirectly as a result of you acting on any materials, information, view, opinion, projection or estimate provided in or made available through the Site and/or the Site.

We will make reasonable efforts to ensure that Digital Currency Transactions, requests for debits and credits involving Digital Currency Wallets, E-Money Wallets, bank accounts, credit and debit cards are processed in a timely manner but Bitsafest makes no

representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control. We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and cheque issuances are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

Except for the express statements set forth in this Agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and access of the Bitsafest Services and Site.

7.7 No Liability for Breach. We are not liable for any breach of the Agreement, including delays, failure in performance or interruption of service, where they arise directly or indirectly from abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.

8. SITE AVAILABILITY AND ACCURACY

9.1 Access & Availability. Access to Bitsafest Services may become degraded or unavailable during times of significant volatility or volume. This could result in limitations on access to your Bitsafest Account or the Bitsafest Services, including the inability to initiate or complete transactions and may also lead to support response time delays.

(A) although we strive to provide you with excellent service, we do not guarantee that the Site or other Bitsafest Services will be available without interruption and we do not guarantee that any order will be executed, accepted, recorded, or remain open or that your Bitsafest Account will be accessible; and

(B) please note that our customer support response times may be delayed, including during times of significant volatility or volume, especially for non-trust and safety issues.

Under no circumstances shall Bitsafest be liable for any alleged damages arising from service interruptions, delays in processing transactions, or lack of timely response from Bitsafest customer support.

8.2 Website Accuracy. Although we intend to provide accurate and timely information on the Site, the Site (including, without limitation, the Content (as defined below)) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors.

In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services.

Links to third party materials (including without limitation any websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any such third party materials accessible or linked to from the Site.

9. INVESTMENT ACCOUNT SET UP

- 1. By agreeing to subscribe to investment you are to send an email to us by indicating interest to invest with us with a minimum first duration of One (1) year and One (1) day.**
- 2. We reserved the right to agree to approve or reject the application.**
- 3. Upon accepting or approving your Application, you will in the next few hours get a confirmation of approval. In the event that you make an investment in securities through the Platform, we will advise you of the type of investment and Note: An investment account cannot be in blockexplorer or Blockcypher application,. You may provide self-certification in relation to registering as a Member. You must answer any questions entirely on your own and without the assistance of another individual. This means that the declarations set forward in the self-certification are truthful and genuinely apply to you.**
- 4. BS does not provide you with any advice (investment advice, legal, taxation or any other advice) in relation to the transactions conducted through the Platform. Each Investor (meaning any Member wishing to invest in an Investment) confirms to each Relevant Person (Relevant Person means, in the case of SR, SR's Directors, employees, consultants, agents or advisors) that, for the purposes of entering into any investment contemplated by these terms, he or she enters into any investment entirely on the basis of their own assessment of the risks and effect thereof.**
- 5. If you become a Member you will have the opportunity to invest in some or all of the investments available from time to time on the Platform. There may be additional terms relating to the specific investment and, where notified by us and approved by you, investments may be held through a nominee arrangement (as described in the Nominee Additional Terms).**
- 6. We are required to establish your identity before you are able to use the Platform. We will use third-party organisations to assist with this process at the point when you register on our Platform. By registering on our Platform you consent to us and our partner organisations using your personal information for the purposes your suitability to carry out Investments. We will keep records of any information obtained.**
- 7. You authorize us to use any of your personal information which is relevant to our provision of services to you for all reasonable purposes in relation to your use of the Platform. We may retain and continue to process your personal information after the termination of this Agreement or any other agreement between you and us. Your personal information may be transferred or disclosed to and/or by third parties where necessary. This enables us to provide services to you and to discharge our obligations to third parties, including relevant exchanges, government agencies and regulators.**

8. In relation to investments made using the Platform, additional terms may apply to your investment, as incorporated into this Agreement. Please ensure that you review all terms applicable to the type of investment that you are undertaking.

9. We have a conflicts of interest policy which sets out the types of actual or potential conflicts of interest which may arise given the nature of our business and provides details of how these are managed.

10. CUSTOMER FEEDBACK, QUERIES, COMPLAINTS, AND DISPUTE RESOLUTION

9.1 Contact Bitsafest. If you have any feedback, questions, or complaints, contact us via our 'Customer Support' webpage at support@bitsafest.com

When you contact us please provide us with your name, email address, and any other information that we may need to identify you, your Bitsafest Account, and the transaction on which you have feedback, questions, or complaints.

9.2 Complaints. If you have a dispute with Bitsafest, you agree to contact our support team in the first instance to attempt to resolve such dispute. we shall have the right to ask the relevant court/authority to dismiss your action/application unless and until you complete the following steps:

In the event of a complaint which has not been resolved through your contact with Bitsafest Support, please use our complaint form to set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. The complaint form can be requested via the bitsafest support pages, support@bitsafest.com . We will acknowledge receipt of your complaint form after you submit it. A customer complaints officer (an "Officer") will consider your complaint. The Officer will consider your complaint without prejudice based on the information you have provided, and any information provided by Bitsafest.

Within 15 business days of our receipt of your complaint the Officer will address all points raised in your complaint by sending you an email ("Resolution Notice") in which the Officer will: (i) offer to resolve your complaint in the way your requested; (ii) make a determination rejecting your complaint and set out the reasons for the rejection; or (iii) offer to resolve your complaint with an alternative solution. In certain circumstances, if the Officer is unable to respond to your complaint within 15 business days, the Officer will (unless prohibited by applicable law) send you a holding reply indicating the reasons for a delay in answering your complaint and specifying the deadline by which the Officer will respond to your complaint (which will be no later than 35 business days from our receipt of your complaint).

Any offer of resolution made to you will only become binding on us if accepted by you. An offer of resolution will not constitute any admission by us of any wrongdoing or liability regarding the subject matter of the complaint.

11. VERIFICATION

The creation and use of your Account are subject to verifications, as required by statutory and regulatory obligations incumbent on us. You agree to provide us with the information we request for the purposes of identity verification, compliance with know-your-customer rules, as well as detection of money laundering, terrorism financing, fraud or any other financial crime. The requested information may include Personal Data. By providing us with the information we request, you confirm that it is true and accurate, and agree to inform us in case of change concerning such information. Your Account will be blocked until we are satisfied with the information you have provided and determine in our sole discretion that it is sufficient to validate your Account. In the meantime, you will not be allowed to terminate your Account or request the deletion of the Personal Data processed in the course of verification operations.

We expressly reserve the right to cancel and/or terminate Accounts that have not been verified by within Thirty days (30) of registration, we reserve the right to freeze the account the Member despite efforts made in good faith by us to contact you to obtain such verification (“Unverified Accounts”).

12. DATA PROTECTION.

10.1 Personal Data. You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided (or in the future provide) to us in relation to your employees and other associates, or other individuals (if you are not an individual), in connection with this Agreement, or the Bitsafest Services. We will process this personal data in accordance with the Privacy Policy, which shall form part of this Agreement. Accordingly, you represent and warrant that:

(A) your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;