

## Terms and Conditions

### 1. Introduction and Acceptance of Terms and Conditions

- 1.1 PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY IN ITS ENTIRETY BEFORE USING THE WEBSITE WWW.BITFIN.IO (hereinafter referred to as the "**Website**"), OR ANY SERVICES OFFERED THEREIN.
- 1.2 BY USING THE WEBSITE OR OTHERWISE ACCESSING OR USING OUR SERVICES, YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OR ANY PROVISION HEREIN, DO NOT ACCESS THE WEBSITE OR USE THE SERVICES.
- 1.3 These Terms and Conditions exclusively apply to any and all transactions, contracts and any business relationship with Bitfin.io.
- 1.4 Bitfin.io is owned and operated by Z&A Exchange OÜ. Z&A Exchange OÜ is a duly incorporated Estonian private limited company with registration number 14506364 licensed and regulated by the Estonian Financial Intelligence Unit (FIU) (hereinafter referred to as "**us**," "**we**," "**our**" or "**Company**").
- 1.5 The users of the website and/or clients of the Company shall hereinafter be referred to as "**you**," "**your**" or "**yourself**". By using this Website and/or by registering to use our Services, you agree that you have read understood, accept and comply with the terms and conditions governing your use of the Site and the Services rendered (the "**Terms and Conditions**"). You should read the entire Terms and Conditions carefully before you use the Site or any of the services rendered on the Website (the "**Services**"). If you do not agree to any term of these Terms and Conditions, you are required not to use the Website and the Services.
- 1.6 You further acknowledge that the privacy policy (made available on the Website [here](#) (the "**Privacy Policy**")), is an integral part of these Terms and Conditions, and by using the Website and Services, you also agree that you have read, understood, and accepted the terms of the Privacy Policy. In addition, to the above by using the Website and Services you also agree that you have read, understood and accepted policies listed under the legal section of [www.bitfin.io](http://www.bitfin.io) which jointly and severally form an integral part of these Terms and Conditions.
- 1.7 These Terms and Conditions as well as aforementioned policies are subject to review from time to time. A copy of any revised Terms and Conditions as well as policies, if required by law, will be notified to you by email and/or via a notification through the Website and will supersede any prior versions. If you have any difficulty in accessing the Terms and Conditions, please contact us at [cs@bitfin.io](mailto:cs@bitfin.io) to arrange a copy to be forwarded to you. You are advised to check for updates from time to time.

- 1.8 Your continued use of the Website and Services will automatically amount to acceptance of our Terms and Conditions.

## 2. Interpretation

- 2.1 In these Terms and Conditions, unless the context requires otherwise:
- 2.1.1 any clause, schedule or other headings in these Terms and Conditions is included for convenience only and shall have no effect on the interpretation of the Terms and Conditions;
  - 2.1.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
  - 2.1.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
  - 2.1.4 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
  - 2.1.5 a reference to a gender includes each other gender;
  - 2.1.6 words in the singular include the plural and vice versa;
  - 2.1.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
  - 2.1.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email and text message);
  - 2.1.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party;
  - 2.1.10 a reference to legislation includes all subordinate legislation made from time to time under that legislation.

## 3. Registration and Eligibility

- 3.1 The Company in its sole discretion may deny the option to open an account to use the Services (the "**Account**"), freeze, block or close an Account without any further notice or justification.
- 3.2 By opening an Account, you expressly represent and warrant that:
- 3.2.1 you have accepted these Terms and Conditions;
  - 3.2.2 you are at least 18 years of age (or the age of majority in your country of residence and no younger than age 18);
  - 3.2.3 you are of sound mind and capable of taking responsibility for your own actions, and have the full legal capacity to accept these Terms and Conditions and enter into transactions with us;

- 3.2.4 you are not, located in or a national or a resident of any Restricted Countries;
  - 3.2.5 all information and details that you submit to us during the initial registration process, and thereafter (including as part of any use of the Services), are true, current, complete and not misleading and, as appropriate, match the name(s) on the credit/debit card(s) or other payment accounts to be used to receive Fiat Money (defined below) in exchange for the Virtual Currency and vice versa;
  - 3.2.6 you will not use the services to pay for, support or engage in any illegal activities;
  - 3.2.7 you will not to use methods to conceal the location from which you access the Site and that you will disclose to the Company your accurate and true location. Should the Company determine in its sole discretion that the activity on your Account is suspicious or related to any prohibited activity or illegitimate operation, the Company may cancel or suspend your Account, block any outstanding transactions, deny any new transactions, and/or freeze any funds available on your Account;
  - 3.2.8 you shall act only for yourself. You shall not to act as intermediary, agent, advisor or in any fiduciary capacity;
  - 3.2.9 you will not manipulate the Services in any way. Such manipulation includes amongst others, the use of automated systems (i.e. bots, software and/or system) or any other use which cannot be considered as typical trading behaviour of human beings;
  - 3.2.10 you will notify us immediately of any unauthorised use of your Account or password, suspected compromise of login information, or any other breach of security. You warrant, represent and agree to be solely responsible for maintaining your account details confidential and safeguarding your Virtual Currency. Any compromise of your Account login information may expose your Account to unauthorised access which may result in theft or loss;
  - 3.2.11 your Account is for your personal use only, and not for the use or access by any third party. In any event, you are fully responsible for all acts or omissions of any third party accessing and/or using your Account. You acknowledge that you may only open one Account and that multiple or linked accounts are not allowed.
- 3.3 Upon the successful opening of an Account with the Company you will also be provided with a Company Virtual Wallet (the “**Virtual Wallet**”).
- 3.4 You consent to the processing of your personal information in accordance to our Privacy Policy to enable us to verify your person and Account, from time to time, as well as comply with our legal obligations and warrant to provide us with any documents and/or comply with any requests that might be made for this purpose. Should you fail to comply with our requests and/or pass our checks for any reason whatsoever we reserve the right to reject the opening and/or freeze and/or close the account without any obligation to provide any justification for our decision.

#### 4. Provision of Services

- 4.1 The Company provides a platform that allows you to buy various Cryptocurrencies that may be available for purchase on the Website from time to time (the “**Virtual Currency**”). The Virtual Currency made available through the Website may change and/or modified from time to time in the sole discretion of the Company.
- 4.2 Following completion of the verification process you may begin to purchase and/or sell Cryptocurrency, as applicable, in exchange for US Dollars, Euro, Pound Sterling and/or other currencies as determined by the Company from time to time (the “**Fiat Money**”).
- 4.3 The Company in its sole discretion may also elect to allow you to exchange Cryptocurrency to other Cryptocurrency.
- 4.4 The Company may accept or reject to offer its Services at its discretion. An order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
- 4.4.1 the Company’s written acceptance of the order; or
  - 4.4.2 the Company performing the Services or notifying you that they are ready to be performed (as the case may be).
- 4.5 The Virtual Wallet will be used for all transaction(s) entered into using the Services. You may elect to transfer the Virtual Currency to your own wallet provided the wallet ownership has been verified and the Company satisfied that the wallet is owned and controlled by you (the “**Personal Wallet**”).
- 4.6 You may send and/or receive Fiat Money to and/or from the Company through bank wire transfers and/or by debit/credit card and/or third party processors.
- 4.7 You are fully responsible for paying all sums (whether Fiat Money or Virtual Currency) owed to us by you. We reserve the right to withhold any payment which is to be made to you until the Company can properly identify and authenticate your identity and/or payment details (as applicable). You hereby grants to the Company a continuing lien and security interest in any and all sums and/or Virtual Currency credited by or due from us to you and any securities, instruments or other property in our possession, whether for safekeeping or otherwise, or in transit to or from us as security for the full and punctual payment and performance of all your liabilities and obligations and such deposits and other sums and/or Virtual Currency may be applied or set off against such liabilities and obligations at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is available to us.
- 4.8 The Services offered by the Company are subject to fees (the “**Fee**”). The Fee will be displayed on the Website prior to each transaction. You hereby authorise



us or our designated payment processor, to charge or deduct the Fee applicable and owed to us automatically from your Account.

- 4.9 Any order placed will be executed once the funds clear into the Company's bank account. In the event the payment received is lower and/or higher than the amount required to execute the order, the Company may in its sole discretion:
  - 4.9.1 automatically update and execute the order in accordance to the payment received and notify you of the updated order; or
  - 4.9.2 contact you to receive new instructions; or
  - 4.9.3 cancel and/or reject the order.
- 4.10 Rejection by the Company of an order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by you.
- 4.11 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Services and/or between us agreement.
- 4.12 The Company will use reasonable endeavours to deliver the Virtual Currency within a reasonable time in accordance to these Terms and Conditions. Delivery of the Virtual Currency may be completed separately from the payment and as such take time for the transfer to be processed.
- 4.13 We will make best efforts to execute all orders but, in some circumstances, we may be unable to. If this is the case, we will notify you and seek your approval to re-attempt execution of your order.
- 4.14 The Services may be subject to transactions limits as stated from time to time. The limits applicable to your Account can be seen by logging into your Account.
- 4.15 You understand and accept that we shall deliver, by default, the Virtual Currency to the Virtual Wallet. In case you request for the Virtual Currency to be delivered to the Personal Wallet which you must verify with us upon each order, the entering of the correct details of the Personal Wallet is your responsibility and hereby guarantee the accuracy of the details provided. The Company shall under no circumstance be liable for any consequential, special, incidental or indirect losses, damages, losses of profits, loss of opportunity (including in relation to the volatility of Virtual Currencies), costs or expenses you may suffer in relation to the instructions and/or details you provide and/or in case of delivery to the wrong wallet.
- 4.16 You understand and accept the risks in buying and/or selling and/or exchanging Virtual Currencies, including the fact that the Company cannot guarantee that any Virtual Currency will have, at any time, a certain value (if any) or market liquidity. The Company hereby does not give any guarantee that you will be able to sell the Virtual Currency at a later time.

4.17 If an Account is inactive for three months or more the Company will charge a monthly maintenance fee of €100- (One Hundred Euro) or equivalent amount in Virtual Currency.

## 5. Price and the Execution of Your Order

5.1 The price as displayed on the Website is the price the Company is willing to buy and/or sell and/or exchange the Virtual Currency (the “**Price**”).

5.2 Any Price displayed is accurate for that moment alone and the Price which appears on the Website upon your order for the Services may not be the actual Price of your transaction. Amongst others, this is due to the highly volatile nature of Virtual Currencies and the time period necessary for executing the order.

5.3 The actual Price of your transaction (the “**Actual Price**”) will be the Price which appears on the Website:

5.3.1 upon receipt of payment from the relevant payment from the debit/credit card company with respect to payments made using your debit/credit card;

5.3.2 upon receipt of confirmation of payment from our bank with respect to bank wire transfers;

5.3.3 upon receipt of confirmation of payment from third party processors with respect to payments processed by third parties;

5.3.4 upon actual crediting of our virtual wallet with the Virtual Currency with respect to transaction executed by crediting of Virtual Currency to us by you.

5.4 You understand and agree that the Actual Price may be either higher or lower than any other Price which was previously displayed and/or available on the Website, in accordance to available liquidity and value fluctuations, and the Actual Price may change either to your favour or detriment and we have no control whatsoever on such change.

5.5 No order will be executed unless your account has been verified to our satisfaction.

5.6 Any unexecuted orders will have a pending status and shall not be binding on us for whatsoever reason.

5.7 Within a reasonable time, following execution of an order:

5.7.1 in case of purchase and/or exchange by you of Virtual Currency to other Virtual currency, the relevant Virtual currency will be delivered by us to your Virtual Wallet and/or Personal Wallet. You understand and acknowledge that processing of the transfer may take some time to be



completed. In addition, you expressly release the Company from any liability in case the Virtual Currency are transferred to the wrong wallet.

5.7.2 in case of sale by you of Virtual Currency, Fiat Money using the details you provide, if in accordance to our AML policy, will be transferred through bank wire transfer and/or debit/credit card and/or third party processor accordingly.

5.8 Any transaction executed and/or payment and/or transfer by us to you whether of Fiat Money or Virtual Currency shall be made and/or paid following the deduction of any applicable Fee, including commission fees, which shall be displayed on the Website.

5.9 Executed transactions and/or orders are non-cancellable and irreversible. A transaction and/or order can only be cancelled prior to its execution and provided adequate notice of the cancellation is given to the Company. Transactions and/or orders cancelled before execution and whereby payment has been received by the Company, such payment will be refunded following the deduction of any Fees for such a refund.

## **6. Third Party and Your Content**

6.1 In using our Services, you may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook and Twitter links ("Third-Party Content"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

6.2 You acknowledge that the Company cannot and does not endorse or guarantee the authenticity, identity or reliability of any content and information either posted by any user of the Website or attributed to any user of the Website, thus relying on users' content is solely at your own discretion and risk.

## **7. Third Party Processors, and Chargebacks**

7.1 You acknowledge that we may, subject to our sole discretion, use third-party payment service providers to process any payment between you and the Company, including but not limited to payments in relation to your use of the Services and any transaction executed by you. In such cases, you confirm and consent to the Company providing certain personal information and/or documentation about you, including with respect to a transaction executed by

you as needed to complete the transaction and/or as required under any inquiry or in the event of detection of fraud or suspicion of such.

- 7.2 In accordance to our Privacy Policy, we may use or transfer your personal information to any other third party service provider for the purpose of providing you with the Services and/or improvement thereof, as well as for any Know your Client, Anti money Laundering and Combating of Terrorist Financing procedures we follow.
- 7.3 If the Company believes, that a fraudulent act was made by you or in connection to your account, including the use of stolen debit/credit cards or any other fraudulent activity (including reversal of payment, chargeback, recall), we hereby reserve the right to close and/or suspend and/or freeze your Account as well as withhold any payment. In addition to the above, the Company shall be entitled to inform the relevant authorities and/or entities of any such unlawful activity. Notwithstanding the above, and any action taken by the Company, the Company shall not be liable for any unauthorised and/or fraudulent use of your account and/or debit/credit card, irrespective of whether such card(s) were reported stolen.
- 7.4 You hereby undertake to reimburse the Company for any losses, costs and/or expenses incurred by it from any chargeback, payment reversal and/or recall.

## **8. Intellectual Property**

- 8.1 Intellectual Property means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:
- 8.1.1 whether registered or not;
  - 8.1.2 including any applications to protect or register such rights;
  - 8.1.3 including all renewals and extensions of such rights or applications;
  - 8.1.4 whether vested, contingent or future;
  - 8.1.5 to which the relevant party is or may be entitled, and
  - 8.1.6 in whichever part of the world existing;
- 8.2 These Terms and Conditions do not convey an interest in or the Platform and/or Services and/or Company's and/or third party Intellectual Property but only a right to use same according to these Terms and Conditions for your personal and non-commercial use.
- 8.3 You must not copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise; sell, assign, sublicense, transfer, distribute or lease the Intellectual Property; make the Intellectual Property available to any third party through a computer network or otherwise; export the Intellectual Property to any country (whether by physical





or electronic means); or use the Intellectual Property in a manner prohibited by any laws or regulations.

- 8.4 You will be liable and hereby undertake to indemnify the Company for any unauthorised use and/or infringement of Intellectual Property.

## **9. Availability of Services and Website**

- 9.1 The Company cannot and does not guarantee the availability of the Services and/or Website at all times. You acknowledge that the Company reserves the right, at all times, to delay, deny, or make unavailable, at any time and at its sole discretion, any or all of the Services and/or the Website. The Company shall have no responsibility and/or liability whatsoever in connection with the unavailability of any Service, whether caused by the Company as aforementioned or by any third party or force majeure event. You explicitly understand that any such event may cause a delay in the execution or processing of your orders and transactions, and you irrevocably release the Company of any liability in this regard.

- 9.2 Use of the internet may be subject to computer viruses and/or other attacks and communication failures. The Company shall have no responsibility and/or liability whatsoever, for any damage and/or interruptions caused by computer viruses, spyware, trojans, worms and/or other malware that may affect your system and/or equipment nor for any phishing, spoofing or other computer virus attacks.

## **10. Compliance with Laws and Regulations**

- 10.1 You hereby undertake not to use the Services and/or Website should such use contravenes and/or is contrary to any laws and/or regulation applicable to you and/or applicable jurisdiction.
- 10.2 If the Company believes that your use of the Services and/or Website may not be fully compliant with applicable laws and regulations, we may refuse to accept you as our client and/or open you an Account and/or provide you the Services.
- 10.3 You hereby warrant and represent that you are not a resident and/or national of the United States of America, Financial Action Task Force (FATF) high risk and other monitored jurisdictions country list and/or you appear in any international and/or national sanction lists.
- 10.4 The Company reserves the right not to accept clients from certain jurisdictions to be determined at the Company's sole discretion.
- 10.5 You are exclusively liable and/or responsible to inquire and pay to the appropriate authorities any taxes resulting from your use of the Services and/or transactions conducted.

## **11. Suspension, Termination, and Cancellation**

- 11.1 You acknowledge that, at any time, the Company, with or without notice, and in its sole discretion for any reason whatsoever will be entitled to:
- 11.1.1 to suspend your account and/or use of the Services;
  - 11.1.2 terminate and/or close your Account and/or use of the Services;
  - 11.1.3 refuse and/or decline execution and/or processing of any order and/or transaction;
  - 11.1.4 restrict your Account;
  - 11.1.5 withhold any payment and/or transfer of Fiat Money and/or Virtual Currency;
  - 11.1.6 prohibit access to the Website and/or its content or tools;
- 11.2 In the event the Company exercises any of its rights mentioned in clause 11.1 above, it shall not be obliged to give any reason and/or justification whatsoever.
- 11.3 Should the Company terminate and/or close your account any Fiat Money and/or Virtual Currency belonging to you, subject to Company's right in accordance to clause 11.1.5 above, will be refunded to you.
- 11.4 You may terminate and/or close your Account at any time by submitting your request at [cs@bitfin.io](mailto:cs@bitfin.io). Notwithstanding any request for closure and/or termination of your Account you will remain responsible for any outstanding duties and/or obligations existing as of the effective date of termination and/or closure. To this effect you undertake to pay us any Fiat Money and/or Virtual Currency owed to us by you.
- 11.5 Exercise of the right to close and/or terminate the Services and/or Account shall not prejudice any other rights or remedy available under these Terms and Conditions and/or available by law.
- 11.6 Following termination and/or closure of your Account the Company may retain personal information for as long as necessary in order to comply with its legal and/or regulatory obligations.

## **12. Limitation of Liability and Indemnity**

- 12.1 The Services and the Website are provided on an "As Is" and "As Available" Basis without any representation or warranty, whether express, implied or statutory.
- 12.2 The company specifically disclaims any implied warranties of title, merchantability, satisfactory quality, fitness for a particular purpose and/or non-infringement. The company does not make any representations or warranties that your access and/or use of the Services, the Website, the Intellectual Property, and/or any part or materials made available therein, will be complete,

error free, continuous, uninterrupted, accurate, that defects will be corrected, and/or the software or the server that makes it available are free of viruses and bugs, and makes no representation pertaining to the full functionality, accuracy, reliability of the materials and/or as to results, or the accuracy of any information obtained by you through the Services and/or Website. The entire risk as to the use, quality, and performance of the Services and/or Website lies with you.

- 12.3 To the maximum extent permitted by applicable law, in no event will the Company, its affiliates or service providers, or any of their respective officers, directors, agents, joint venturers, employees or representatives, be liable to you or anyone on your behalf, for any direct, indirect, special, incidental, intangible, or consequential damages or loss of any kind, including without limitations, loss of business, profits, revenues, data, contracts or anticipated savings, savings, opportunity, discount or rebate, harm to reputation or loss of goodwill; and/or loss or any damage, arising from your use of the Website, Services or Intellectual Property - whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorized or unauthorized use of the Intellectual Property, Website and/or Services.
- 12.4 Subject to clause 12.5 below the Company's aggregate liability shall not exceed the sum of €10,000- (Ten Thousand Euro).
- 12.5 The liability of the Company shall not be limited in any way in respect of:
- 12.5.1 death or personal injury cause by negligence;
  - 12.5.2 fraud or fraudulent misrepresentations;
  - 12.5.3 any other losses which cannot be excluded or limited by applicable law.
- 12.6 The company has no obligation to maintain your Account name or password. the company shall not be liable if you misplace, forget or lose your Account name or password because of anything other than the company's negligence.
- 12.7 Any claim or cause of action arising out of or in connection to the use of the Website, Services and these Terms and Conditions must be filed within one year from the date it arises or be forever barred.
- 12.8 The Company shall not be liable in any way for the transfer of any and all Virtual Currency and/or Fiat Money if you provide us with any incorrect and/or incomplete information and/or wallet address.
- 12.9 No warranties, representations or guarantees regarding the time required to complete and/or execute any request(s) and/or order(s) provided by you, which are dependent upon factors outside of the Company's span of control, are made.
- 12.10 You should verify all information contained on the Website before relying on it and all decisions based on information contained on the Website are your sole



responsibility and Company shall have no liability whatsoever for your decisions.

- 12.11 Any disputes between you and any other user of the Website shall be exclusively resolved between you and such user, and you release the Company, its affiliates, service providers, and each of their respective officers, directors, agents, joint ventures, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.
- 12.12 Except to the extent otherwise expressly stated herein the Company shall not be liable for any amendment, termination and/or suspension of the Services and/or Website and these Terms and Conditions.
- 12.13 You shall indemnify, keep indemnified, defend and hold harmless, the Company its affiliates and service providers, and any of their respective employees, officers, directors, agents, joint ventures, and representatives from and against any losses, damages, liability, fines and/or penalties, costs (including legal fees) and expenses incurred by the Company as a result of or in connection with your breach of any your obligations under these Terms and Conditions, your use of the Website and Services and/or any violation by you of any applicable laws and/or regulations or rights of third parties.

### **13. No Financial Advice**

- 13.1 The Company does not provide any investment and/or financial advice, recommendation and/or guidance whether in connection with the Services or otherwise and nothing can be construed to amount to same.
- 13.2 From time to time we may provide through communication and/or the Website information on the market and/or Virtual Currencies but such information should under no circumstances be considered and/or construed as investment advice, recommendation, guidance and/or instigation to act.
- 13.3 All decisions concerning the use of the Website and/or Services are solely taken by you and on your own free will.

### **14. Anti-Money Laundering and Counter Terrorist Financing**

- 14.1 The Company is committed to combating anti-money laundering and counter terrorist financing as such it has implemented procedures and systems aimed at allowing it to identify and mitigate the use of its Website and Services for illegal purposes.
- 14.2 Should any transaction be suspected to be in breach of anti-money laundering and counter terrorist financing laws and regulations the Company shall take all actions necessary, including amongst other reporting its suspicions to the competent authorities.

## **15. Risks**

- 15.1 Currently there is no regulatory framework governing Cryptocurrencies and as such no protection is afforded as maybe the situation with other financial products.
- 15.2 Trading and/or investing in Virtual Currency involves a significant amount of risk and prices can fluctuate rapidly at any given time. Due to the fluctuations you may make a profit or loss accordingly. There is an inherent risk that losses may occur as a result of trading anything on a market. You should be aware that the risks involved with holding and/or trading Virtual Currency are substantial.
- 15.3 Virtual Currency also has risks not generally affecting Fiat Money as they are not backed by governments and/or commodities.
- 15.4 As with any anything dependent on technology Virtual Currency has the inherent risk of software failure and/or malicious electrical and/or physical attacks that could result in the loss and/or theft.
- 15.5 The abovementioned is not an exhaustive list and there are additional risks that are not mentioned herein. You should seek independent advice on whether Virtual Currencies are suitable for you.
- 15.6 In addition to the above the Company uses banking institutions and various payment service providers in order to receive funds and to make payments to you. The Company although it uses reputable institutions and services providers cannot and under no circumstances can be held liable for any failure of such institutions and/or service providers.
- 15.7 Similarly, the Company receives liquidity from reputable liquidity providers in order to provide its Services. Failure of the liquidity providers is an inherent risk and Company cannot be held responsible and/or liable in anyway whatsoever for failure of the liquidity providers.

## **16. Notices and Communication**

- 16.1 Any notice or other communication, including any complains, under these Terms and Conditions shall:
  - 16.1.1 be in writing and in English;
  - 16.1.2 be signed by, or on behalf of, the one giving it (except for notices sent by email); and
  - 16.1.3 be sent to:
    - 16.1.3.1 if to the Company at:

- a) Kaarli pst 1 // Roosikrantsi tn 2-K291, Harju maakond, Kesklinna linnaosa, 10119 Tallinn, Estonia; or
  - b) cs@bitfin.io
- 16.1.3.2 if to you at:
- a) the email address registered for the Account; or
  - b) the physical address provided by you to the Company; or
  - c) any other contact address and/or number held by the Company

**16.2 Notices may be given, and are deemed received:**

- 16.2.1 by hand at the time of delivery;
- 16.2.2 by registered post on the fifth Business Day after posting;
- 16.2.3 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission;
- 16.2.4 by email at the time of sending;
- 16.2.5 by text message and/or other messaging service at the time of sending;

**16.3 Any change to your contact details and/or Company's contact details shall be notified in accordance with clause 16.1 and shall be effective:**

- 16.3.1. on the date specified in the notice as being the date of such change; or
- 16.3.2. if no date is so specified, five Business Days after the notice is deemed to be received.

**16.4 This clause does not apply to notices given in legal proceedings or arbitration.**

**17. Dispute Resolution**

**17.1 Any dispute arising out of or in connection with these Terms and Conditions shall be dealt with in accordance with the provisions of this clause 17.**

**17.2 The dispute resolution process may be initiated at any time by either one serving a notice in writing that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.**

**17.3 Both you and us shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:**

- 17.3.1 within fourteen days of service of the notice, the parties shall conduct a phone call to discuss the dispute and attempt to resolve it.
- 17.3.2 if the dispute has not been resolved within fourteen days of the first phone call, then the matter shall be referred to the senior management (or persons of equivalent seniority). The senior management (or equivalent) shall conduct a phone call within seven days to discuss the dispute and attempt to resolve it.

**17.4 The dispute resolution procedure under clause 17.3 shall include the preparation and submission of statements of fact or of position.**

## **18. Entire Agreement**

- 18.1 These Terms and Conditions constitute the entire agreements and understandings between you and the Company and supersede all other agreements, understandings and arrangements, whether in writing or oral in respect of this subject matter.
- 18.2 You acknowledge that you have not entered into and/or executed any transactions and/or order and/or documents in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms and Conditions. You shall have no claim for innocent or negligent misrepresentation on the basis of any statement in these Terms and Conditions.

## **19. No partnership or Agency**

- 19.1 Both you and the Company are independent contractors, and nothing in these Terms and Conditions shall be deemed to create between you and the Company any other form of relationship, and the parties shall not be deemed to be partners, joint ventures or agents. You are not authorized to make any commitment on behalf of the Company

## **20. Assignment**

- 20.1 You may not assign any rights and/or licenses granted under these Terms and Conditions, including without limitation, the right to use the Account which is exclusively for your personal use. The Company reserves the right to assign our rights without restriction, including without limitation to any Company affiliates or subsidiaries, or to any successor in interest of any business associated with the Company Services and/or Website. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, these Terms and Conditions will bind and inure to the benefit of the parties, their successors and permitted assigns.

## **21. Severability**

- 21.1 If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable laws and regulations and the validity or enforceability of any other provision of these Terms and Conditions shall not be affected.

## **22. Change of Control**

- 22.1 In the event that the Company is acquired by or merged with a third party entity, the Company reserves the right, in any of these circumstances, to transfer or assign the information that the Company has collected from you, including any

personal information, as part of such merger, acquisition, sale, or other change of control.

## **23. Survival**

23.1 All provisions of these Terms and Conditions which by their nature extend beyond the expiration or termination of these Terms and Conditions, including, without limitation, sections pertaining to suspension or termination, Account cancellation, debts owed to the Company, general use of the Website, disputes with the Company, and general provisions shall continue beyond such termination and/or suspension.

## **24. Cumulative remedies**

24.1 The rights and remedies provided in these Terms and Conditions for the Company only are cumulative and not exclusive of any rights and remedies provided by law.

## **25. Translations**

25.1 Any translation of these Terms and Conditions, if provided, is provided for your convenience alone. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

## **26. Force Majeure**

26.1 Company shall not be liable for delays, failure in performance or interruption of service which results directly or indirectly from any cause or condition beyond its reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond Company's reasonable control.

## **27. Equitable Relief**

27.1 You recognise that any breach or threatened breach of these Terms and Conditions may cause the Company irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Company, you acknowledge and agree that the Company is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

## **28. Third Party Rights**





- 28.1 Except as expressly provided for in clause 28.2, a person who is not a party to these Terms and Conditions and the between us agreement shall not have any rights to enforce any of the provisions of these Terms and Conditions.
- 28.2 Any Affiliate of the Company shall be entitled to enforce any of the provisions of these Terms and Conditions and the between us agreement. The consent of any such Affiliate is not required in order to rescind or vary these Terms and Conditions or any provisions of them.

## **29. Governing Law and Jurisdiction**

- 29.1 You and the Company agree that any dispute arising and relating to these Terms and Conditions shall first be resolved by contacting the other party directly in the attempt to reach an amicable resolution in accordance to clause 17 above.
- 29.2 You and the Company agree that any and all controversies and claims that cannot be resolved amicably will be submitted to the exclusive jurisdiction of the competent courts located in Estonia and shall be governed by the laws of Estonia without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would require the application of the laws of another jurisdiction.
- 29.3 The parties agree to keep confidential all matters relating to the dispute and related court proceedings, if any, to the greatest extent practicable.