

## TERMS AND CONDITIONS

**Date of last update: June 20<sup>th</sup> 2018**

**PLEASE READ THESE TERMS OF USE AND CONDITIONS CAREFULLY. THESE TERMS OF USE AND CONDITIONS SHALL BE BINDING UPON USERS AND MEMBERS OF BITDEPOSITARY WEBSITE, BITDEPOSITARY'S PRODUCTS, AND BITDEPOSITARY'S SERVICES.**

### **1. Introduction**

1.1 Please carefully read the Terms of Service (“**Terms**”) for the website located at <https://bitdepository.io> (the “**Website**”) including its sub-domains and mobile optimized version, as set out hereinafter. The Website is operated by **Bitdepository Ltd.**, a company having its registered office located at 48 Stella Maris Street, Sliema SLM 1765, Malta (hereinafter referred to as the “**Company**”). Any ancillary terms, guidelines, the privacy policy (the “**Policy**”) and other documents made available by the Website from time to time and as incorporated herein by reference, shall be deemed as an integral part of the Terms. In case of any conflict between these Terms and any of the above-mentioned documents, the Terms shall have a superseding effect. This Agreement sets forth the legally binding agreement between you as the user(s) of the Website (hereinafter referred to as “**you**”, “**your**” or “**User**”) and the Company (hereinafter referred to also as “**we**”, “**our**”, “**us**” or “**Company**”).

1.2 By accessing or using the Website in any manner as laid down in the term 2.1, including, but not limited to, visiting or browsing it, or contributing content or other materials to it, you agree to be bound by these Terms.

1.3 These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Website without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

### **2. Acceptance of the Terms of Use**

2.1 Each time by viewing, using, accessing, browsing, or submitting any content or material on the Website, including the webpages contained or hyperlinked therein and owned or controlled by the Website and its Services (the “**Website Services**”), whether through the Website itself or through such other media or media channels, devices, software, or technologies as the Website may choose from time to time, you are agreeing to abide by these Terms, as amended from time to time with or without your notice.

2.2 You must be at least 18 years of age to use the Website and/or the Website Services; and by using the Website in any manner, before or after registering your account on the Website, you warrant and represent to us that you are at least 18 years of age.

2.3 The Company reserves the right to modify or discontinue, temporarily or permanently, and at any time, the Website and/or the Website Services (or any part thereof) with or without notice.

You agree that the Website shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website Services.

- 2.4 The Company or the Website management may modify these Terms from time to time, and any change to these Terms will be reflected on the Website with the updated version of the Terms and you agree to be bound to any changes to these Terms when you use the Website or the Website Services. The Website may also, in its sole and absolute discretion, choose to alert via email all users with whom it maintains email information of such modifications.
- 2.5 Also, occasionally there may be information on the Website or within the Website Services that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information, and the Website management reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.
- 2.6 When you register an account on the Website and/or upload, submit, enter any information or material to the Website or use any of the Website Services, you shall be deemed to have agreed to and understand the Terms.
- 2.7 The Website uses cookies and by using the Website in any manner whatsoever, notwithstanding the term 1.1, you also agree and consent to the use of cookies in accordance with the terms of the privacy and cookies policy.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT USE THE WEBSITE

### **3. Account Registration and Membership**

- 3.1 In order to use some or all of the functionalities and Services provided through the Website, you will be required to register an account with the Website. At the time of registration of account either as buyer or seller, you will be asked to complete a registration form which shall require you to provide personal information such as name, address, phone number, email address, Telegram username and other personal information as well as information about their business.
- 3.2 Upon verification of details of the user who has applied for membership, Website may grant membership to the user.
- 3.3 You represent and warrant that all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any guidelines, rules, terms and conditions, subscribing to or making any payment for any services, or sending emails using the Company messaging system) will be deemed to have been authorized by you as a user, henceforth, you also represent and warrant to have the full authority to undertake the posting and any associated disclosures.
- 3.4 You represent, warrant and covenant that: (i) you have full power and authority to accept these Terms, to grant any license and authorization and to perform any of your obligations hereunder;

(ii) you will undertake the use the Website and Services for business or personal purposes only; and (iii) the address you provide when registering is the principal place of business of your business entity, or your personal address.

- 3.4.1 You must not allow any other person to use your account to access the Website.
- 3.4.2 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 3.4.3 You must not use any other person's account to access the Website, unless you have that person's express written permission to do so.

#### **4. User IDs and passwords**

- 4.1 If you register for an account with the Website, you will be asked to choose a user ID and password. Your user ID must not be misleading and must comply with the content rules set out in this document; you must not use your account or user ID for or in connection with the impersonation of any person.
- 4.2 You shall be responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You agree to immediately notify us of any unauthorized use or your registration, user account or password.
- 4.3 You must notify the Company in writing immediately if you become aware of any disclosure of your password.
- 4.4 You are responsible for any activity and content on the account arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.
- 4.5 Registration data and other personally identifiable information that we may collect is subject to the terms of our Privacy Policy.

#### **5. Cancellation and suspension of account**

5.1 We may:

- (a) suspend your account;
- (b) cancel your account;
- (c) edit your account details,
- (d) freeze your account

at any time in the sole discretion without notice or explanation.

5.2 You may cancel or terminate your account on the Website by emailing us.

#### **6. Personal profiles**

6.1 All information that you supply as part of a personal profile on the website must be true, accurate, current, complete and non-misleading.

6.2 You must keep your personal profile on the website up to date.

## **7. Electronic Signature Consent**

7.1 You agree that your “Electronic Signature” is the legal equivalent of your manual signature for this Agreement, thereby indicating your consent to do business electronically.

7.2 By clicking on the applicable button in the Website, you will be deemed to have executed these Terms electronically via your Electronic Signature with the Company; effective on the date you first click to accept these Terms.

## **8. Electronic Delivery of Communications**

8.1 You agree to receive communications from the Company in electronic form. Such electronic communications may include, but will not be limited to, any and all current and future notices and/or disclosures that various laws or regulations require that we provide to you, as well as such other documents, statements, data, records and any other communications regarding your relationship to the Company.

8.2 You accept that the electronic documents, files and associated records provided via your account with the Company are reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and you acknowledge and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep. The Company reserves the right to require ink signatures on hard copy documents from the related parties, at any time.

## **9. User responsibility**

9.1 Users are solely responsible for all of the transactions conducted on, through or as a result of use of the Website or Services.

9.2 You agree that the use of the Website and/or the Website Services on the Website is subject to all applicable local, state and federal laws and regulations. You also agree:

- i. not to access the Website or services using a third-party's account/registration without the express consent of the account holder;
- ii. not to use the Website for illegal purposes;
- iii. not to commit any acts of infringement on the Website or with respect to content on the Website;
- iv. not to copy any content for republication in print or online;
- v. not to create reviews or blog entries for or with any purpose or intent that does not in good faith comport with the purpose or spirit of the Website;

- vi. not to attempt to gain unauthorized access to other computer systems from or through the Website;
- vii. not to interfere with another person's use and enjoyment of the Website or another entity's use and enjoyment of the Website;
- viii. not to upload or transmit viruses or other harmful, disruptive or destructive files; and/or
- ix. not to disrupt, interfere with, or otherwise harm or violate the security of the Website, or any services, system restores, accounts, passwords, servers or networks connected to or accessible through the Website or affiliated or linked website.
- x. not to use the Website in any way or take any action that causes, or may cause, damage to the Website or impairment of the performance, availability or accessibility of the Website;
- xi. not to use the Website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- xii. not to use se the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- xiii. not to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without the express written consent of the Website owner;
- xiv. not to access or otherwise interact with the Website using any robot, spider or other automated means;
- xv. not to violate the directives set out in the robots.txt file for the website;
- xvi. not to use data collected from the website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing);
- xvii. not to infringe these Terms or allow, encourage or facilitate others to do the same;
- xviii. not to plagiarize and/or infringe the intellectual property rights or privacy rights of any third party;
- xix. not to disturb the normal flow of Services provided within the Website;
- xx. not to create a link from the Website to another website or document without the Company' prior written consent;
- xxi. not to obscure or edit any copyright, trademark or other proprietary rights notice or mark appearing on the Website;
- xxii. not to create copies or derivate works of the Website or any part thereof;
- xxiii. not to reverse engineer, decompile or extract the Website's source code;
- xxiv. not to remit or otherwise make or cause to deliver unsolicited advertising, email spam or other chain letters;
- xxv. not to collect, receive, transfer or disseminate any personally identifiable information of any person without consent from title holder; and/or
- xxvi. not to pretend to be or misrepresent any affiliation with any legal entity or third party.

9.3 In addition to the above clause, unless specifically endorsed or approved by the Website, the following uses and activities of and with respect to the Website and the Website Services are prohibited:

- i. criminal or tortuous activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets;
- ii. transmitting chain letters or junk email;
- iii. engaging in any automated use of the Website or the Website Services.
- iv. interfering with, disrupting, or creating an undue burden on the Website or the Website Services or the networks or services connected or linked thereto;
- v. attempting to impersonate another user or person;
- vi. using the username of another user;
- vii. selling or otherwise transferring your profile;
- viii. using any information obtained from the Website or the Website Services in order to harass, abuse, or harm another person;
- ix. deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Website or the Website Services;
- x. attempting to bypass any measures of the Website or the Website Services designed to prevent or restrict access to the Website or the Website Services, or any portion of the Website or the Website Services;
- xi. harassing, annoying, intimidating or threatening any the Website employees or agents engaged in providing any portion of the Website Services;
- xii. using the Website and/or the Website Services in any manner inconsistent with any and all applicable laws and regulations.
- xiii. Using data collected from the website to contact individuals, companies or other persons or entities.
- xiv. Supplying false, untrue, expired, incomplete or misleading information through the Website.

9.4 You also acknowledge and accept that any violation of the aforementioned provisions may result in the immediate termination of your access to the Website and use of our Services, without refund, reimbursement, or any other credit on our part. Access to the Website may be terminated or suspended without prior notice or liability of the Company. You represent and warrant to us that you have all right, title, and interest to any and all content you may post, upload or otherwise disseminate through the Website. You hereby agree to provide the Company with all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for our Services.

## **10. Third party websites**

10.1 The Website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations. Goods and services of third parties may be advertised

and/or made available on or through this web site. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. The Website shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

- 10.2 The management of the Website has no control over third party websites and their contents, and subject to the Terms it accepts no responsibility for them or for any loss or damage that may arise from your use of them.
- 10.3 The Website may contain links from third party websites. External hyperlinks to or from the site do not constitute the Website's endorsement of, affiliation with, or recommendation of any third party or its website, products, resources or other information. The Website is not responsible for any software, data or other information available from any third party website. You are solely responsible for complying with the terms and conditions for the third party sites. You acknowledge that the Company shall have no liability for any damage or loss arising from your access to any third party website, software, data or other information.
- 10.4 We do not always review the information, pricing, availability or fitness for use of such products and services and they will not necessarily be available or error free or serve your purposes, and any use thereof is at your sole risk. We do not make any endorsements or warranties, whether express or implied, regarding any third party websites (or their products and services). Any linked websites are ruled by their privacy policies, terms and conditions and legal disclaimers. Please read those documents, which will rule any interaction thereof.

## **11. Third party rights**

- 11.1 A contract under the Terms is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 11.2 The exercise of the parties' rights under a contract under the Terms is not subject to the consent of any third party.
- 11.3 You agree not to; modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, scrape, gather, market, rent, lease, re-license, reverse engineer, or sell any information published by other users without the original publishers written consent.

## **12. License**

- 12.1 By posting or displaying any information, content or material on the Website or providing any user generated **content** to the Company (herein referred to as "**User Content**"), you thereto grant an irrevocable, perpetual, worldwide, royalty-free., and sub-licensable license to the Company, in order for to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose

which may be beneficial to the operation of the Website, the provision of any Services and/or the business of the User. You represent, confirm and warrant to the Company that you have all the rights, power and authority necessary to grant the above license.

- 12.2 Subject to your compliance of these Terms and our Policy, and in order for you to use and access our Services and Website, the Company hereby grants you a limited license, royalty free, non-sublicensable, non-exclusive, revocable, non-transferable and for the entire world.
- 12.3 You hereby grant to the Company and its affiliates, an unlimited, non-exclusive, assignable, transferable, sub-licensable, irrevocable, royalty free, perpetual and for all the countries and territories in the world, right and license to use any feedback, suggestion, enhancement, request, recommendation, correction or comment provided by you to the Company regarding the Website, and to exploit and otherwise incorporate it into the Website.

### **13. Ownership**

- 13.1 The trademarks, copyright, service marks, trade names and other intellectual and proprietary notices displayed on the Website are the property of – or otherwise are licensed to – the Company or its licensors or affiliates, whether acknowledged (or not), and which are protected under intellectual and proprietary rights in Malta and other jurisdictions through the world. Respective title holders may or may not be affiliated with us or our affiliates, partners and advertisers.
- 13.2 No section hereof shall be construed as intent to grant to you any interest in the Website or our Services, in whole or in part. All content and materials included as part of the Services, such as images, photographs, graphics, texts, forms, lists, charts, guidelines, data, logos, code, icons, videos, audio and other content are the property of, are licensed to or are otherwise duly available to the Company, its affiliates, its licensors or to the appertaining third party copyrights holder.
- 13.3 You acknowledge and agree that any and all infringing use or exploitation of copyrighted content in the Website and our Services may cause us, our affiliates, licensors or content providers irreparable injury, which may not be remedied solely at law, and therefore our affiliates, licensors or content providers may seek remedy for breach of these Terms, either in equity or through injunctive or other equitable relief.

### **14. Term and Termination**

- 14.1 The term hereof shall begin on the date that comes first among: (i) first access to the Website; (ii) your first access or execution of our Services; or (iii) the Company begins providing its Services to you.
- 14.2 The term hereof will automatically end on the earlier date of either your: (i) account deactivation, suspension, freezing or deletion; (ii) access termination or access revocation for our Services or the Website; (iii) the Company' termination of these Terms or its Services, at its sole and final



discretion; (iv) the termination date indicated by the Company to you from time to time; or (v) the Company' decision to make the Website or Services no longer available for use, at its sole and final discretion.

- 14.3 Upon expiration of these Terms or termination of your subscription to our Services, you shall thereafter immediately cease any and all use of our Services, along with any and all information and data collected therefrom.

## **15. Amendments**

- 15.1 The Company hereby reserves the right to update, modify, change, amend, terminate or discontinue the Website, the Terms and/or the Policy, at any time and at its sole and final discretion. The Company may change the Website's functionalities and (any) applicable fees at any time. Any changes to these Terms will be displayed in the Website, and we may notify you through the Website or by email. Please, refer to the date shown below for the date where effective changes were last undertaken by us. Your use of our Services after the effective date of any update— either by an account registration or simple use – thereby indicates your acceptance thereof.

## **16. No Warranty**

- 16.1 Your use of our Website is at your own risk, and therefore you hereby acknowledge and agree that our Website and Services are provided “as is”, “with all faults”, and “as available”, including all content, guides, checklists, reference guides, sample filing forms, software, materials, services, functions and/or information made available thereby. It shall be your own responsibility to ensure that the Services or information available through this Website meet your specific requirements.
- 16.2 Neither the Company, nor its affiliates, subsidiaries, officers, employees and agents warrant that the Website will be error-free, uninterrupted, secure, or produce any particular results; or that any listing, purchase, order, amount, information, guide, sheet, checklist and/or content will be current, measured useful and/or valid, or that it will produce any particular results or that the information obtained therefrom will be reliable or accurate. No advice or information given by the Company or its employees, affiliates, contractors and/or agents shall create a guarantee. No warranty or representation is made with regard to such services or products of third parties contacted on or through the Website. In no event shall the Company or our affiliates be held liable for any such services.
- 16.3 Neither the Company, nor its affiliates, licensors, owners, subsidiaries, brands or advertisers are a professional advisor in any industry. The results described in the Website are not typical and will vary based on a variety of factors outside the control of the Company. Your use of any information and/or materials on this Website is entirely at your own risk, for which we shall not be held liable.

## **17. Disclaimer of Damages**

- 17.1 In no event shall the Company be liable to you or to any third party for any direct, indirect, incidental, consequential, special, exemplary or punitive damages, including but not limited to: (i) damages for business interruption, loss of profits, loss of data, computer or software failure or inaccessibility or any other type of personal damages or losses arising out of or related to your use of or inability to use the Website, including negligence; (ii) infringement of third party intellectual property rights; and (iii) claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by third party rights claimants.
- 17.2 The aforementioned limitation of damage liability, shall be in force regardless of however caused or however awarded, regardless of the theory of liability applied (including contract, warranty or tort), whether active, passive or imputed, including negligence, strict liability, product liability or other legal theory, regardless of the product or service offered by action or inaction by merchant; and even if you have been advised of such possibility.
- 17.3 To the fullest extent allowable under applicable law, the Company hereby expressly disclaims any and all representations and warranties of any kind with respect to the Website, including any and all liability arising out of or related to any purported facts or information and description of any information, products and/or Services displayed on our Website, including all warranties of any kind, whether express or implied; including, without limitation, warranties of title, merchantability, accuracy, completeness, condition, quality, durability, performance, accuracy, reliability, suitability, fitness for a particular purpose or non-infringement.

## **18. Indemnification**

- 18.1 You agree to indemnify, defend and hold the Company and its independent contractors, affiliates, subsidiaries, officers, employees and agents, and their respective employees, agents and representatives, harmless from and against any and all actual or threatened proceedings (at law or in equity), suits, actions, damages, claims, deficiencies, payments, settlements, fines, judgments, costs, liabilities, losses and expenses (including, but not limited to, reasonable expert and attorney fees and disbursements) arising out of, caused or resulting from: (i) your conduct and any user content; (ii) your violation of these Terms or the Policy; and (iii) your violation of the rights of any third-party.
- 18.2 You indemnify the Website and its management for any time that the Website may be unavailable due to routine maintenance, updates or any other technical or non-technical reasons. You agree to indemnify the Website and its management for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorized access to your published content, damages from lost profits, lost data or business interruption.

18.3 You hereby indemnify the Website and its management and will not hold them responsible for copyright theft, reverse engineering and use of your content by other users on the website.

## 19. Generals

19.1 Advertisements and Promotions. From time to time, we may place ads and promotions from third party sources in the Website. Accordingly, your participation or undertakings in promotions of third parties other than the Company, and any terms, conditions, warranties or representations associated with such undertakings, are solely between you and such third party. The Company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third party advertisers on the Website.

19.2 No Assignment. You may not assign or transfer these Terms by operation of law or otherwise without our prior written consent. Notwithstanding the foregoing, we may assign any rights or obligations hereunder to any current or future affiliated company and to any successor in interest. Any rights not expressly granted herein are thereby reserved. These terms will inure to the benefit of any successors of the parties. We reserve the right, at any time, to transfer some or all of the Company' assets in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

19.3 Content Moderation. The Company hereby reserves the right, at its sole and final discretion, to review any and all content delivered into the Website, and use moderators and/or any monitoring technology to flag and remove any user generated content or other content deemed inappropriate.

19.4 Force Majeure. The Company is no liable for any failure of performance on its obligations as set forth herein, where such failure arises from any cause beyond the Company' reasonable control, including but not limiting to, electronic, power, mechanic or Internet failure, from acts of nature, forces or causes beyond our control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

19.5 Headings. The titles of paragraphs in these Terms are shown only for ease of reference and will not affect any interpretation therefrom.

19.6 No Waiver. Failure by the Company to enforce any rights hereunder shall not be construed as a waiver of any rights with respect to the subject matter hereof.

19.7 No Relationship. You and the Company are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms.

19.8 Notices. All legal notices or demands to or upon the Company shall be made in writing and sent to the Company personally, by courier, certified mail, or facsimile, and shall be delivered to any

address the parties may provide. For communications by e-mail, the date of receipt will be the one in which confirmation receipt notice is obtained. You agree that all agreements, notices, demands, disclosures and other communications that the Company sends to you electronically satisfy the legal requirement that such communication should be in writing.

- 19.9 Severability. If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms will remain in full force and effect. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder.

## **20. Applicable Law and Dispute Resolution**

- 20.1 Applicable Law. Your use of this Website and any cause of action, claim and/or dispute that might arise between the parties hereon, shall be subject to the laws of Malta, without regard to conflict of law principles.

- 20.2 Arbitration Procedure. In the event of any dispute or difference between the parties in relation to or arising from these Terms, including but not limited to any and all escrow services and the formation, performance, interpretation, nullification, termination or invalidation thereof, the matter shall be referred to arbitration.

- 20.3 If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorney's fees, court costs, and disbursements in doing so. You agree that the unsuccessful party in any dispute arising from or relating to these Terms will be responsible for the reimbursement of the successful party's reasonable attorney's fees, court costs, and disbursements.

## **21. Contact**

- 21.1 For any inquires or complaints regarding the Service or Website, please contact by email at [support@bitdepository.com](mailto:support@bitdepository.com)