

Terms and conditions

These Terms and Conditions is a legal contract governing access to our Platform and use of our Services.

Please read these Terms and Conditions carefully. We urge you to download a copy of these Terms and Conditions and save it to your computer to have it available for review anytime. In case you choose not to do so, these Terms and Conditions are always available on the Website.

By accessing our Platform and benefiting from our Services, you agree to be legally bound by the latest version of these Terms and Conditions, our Privacy Notice and any other document to the Agreement, if any. In case any provision of these Terms and Conditions or our Privacy Notice or any other document to the Agreement, if any, is not acceptable to you, please do not access our Platform or use our Services.

The Risk Warning section is deemed to form part of these Terms and Conditions. You can access them [here](#). Please read it carefully.

Date of last revision: 07-05-2021 (v2)

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

1.1.1. The following words when capitalized in these Terms and Conditions have the following meanings:

- a. **Account** - an account created by Bitlocus to the User providing the features required for trading with us, including access to appropriate digital wallets and accounts;
- b. **Buyer** - the User submitting a Buy Order;
- c. **Buy Order** - an order to buy Digital Currency;
- d. **Bitlocus or we** - Bitlocus LT, UAB, a private limited liability company, established and operating under the laws of Lithuania, legal entity code 305727615, registered address at V. Nageviciaus str. 3, LT-08237 Vilnius, Lithuania;
- e. **Digital Currency** - digital currency supported by Bitlocus in accordance with Section 5 of these Terms and Conditions; **Fiat Currency** - government-issued currency, that is designated as legal tender in its country of issuance through government decree, regulation or law;
- f. **Privacy Notice** - the policy governing the processing of personal data by Bitlocus published on the Platform;
- g. **Prohibited Use** - any purpose or use of the Services in accordance with Section 11 of these Terms and Conditions;
- h. **Order** - Buy Order and/or Sell Order;
- i. **Platform** - an IT solution created by Bitlocus for trading Digital and/or Fiat Currencies available [here](#);
- j. **Seller** - the User submitting a Sell Order;
- k. **Sell Order** - the Order to sell Digital Currency;
- l. **Services** - cryptocurrency exchange services provided by Bitlocus in accordance with these Terms and Conditions; **Suspension Event** - any event in accordance with Section 10 of these Terms and Conditions;
- m. **Terms and Conditions** - these Terms and Conditions published on the Platform;

- n. **Transaction** - trading on Bitlocus Platform in accordance with these Terms and Conditions;
- o. **User or you** - an individual or a legal entity registered on the Platform, holding the Account and using the Services.

1.2. Interpretation

- 1.2.1. References to Sections and Articles, unless stated or the context requires otherwise, shall be construed as references to Sections and Articles of these Terms and Conditions.
- 1.2.2. References to legal acts (if any) shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such legal act.
- 1.2.3. In these Terms and Conditions:
 - a. words in the singular include the plural and vice versa;
 - b. references to persons includes legal persons, unincorporated associations and partnerships, regardless if not having a separate legal personality;
 - c. words importing the masculine gender include the feminine and the neuter and vice versa;
 - d. words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. words in the singular include the plural and vice versa;

2. SCOPE OF THE TERMS AND CONDITIONS

- 2.1. These Terms and Conditions govern the use of our Platform, including, but not limited to, opening and using your Account and our Services. Together with Bitlocus Privacy Notice and any other document (if any) these Terms and Conditions constitute a legally binding relationship between you and us.
- 2.2. Persons that are not registered on the Platform shall only have the opportunity to view and use part of the information on the Platform and shall not have the ability to use the Services. By accessing our Platform (irrespective if you choose to use our Services or not), you expressly agree to comply with the provisions of these Terms and Conditions, Privacy Notice and of any other document (if any) governing access to the Platform.

3. GENERAL

3.1. Eligibility

- 3.1.1. You are only permitted to access and use the Services if you are a registered User and comply with all of the following criteria:
 - 3.1.1.1. If you are an individual, you must be aged 18 years or older, taking into consideration the requirements of your citizenship country. By accepting these Terms and Conditions, you unconditionally and irrevocably undertake to indemnify any and all damage that Bitlocus may suffer in relation thereto;
 - 3.1.1.2. You are eligible to use Bitlocus Services and hold Account with Bitlocus taking into consideration the requirements of your citizenship country. You are solely responsible to assess if you are eligible to use Bitlocus Services. In addition to the foregoing, you undertake to immediately cease using Bitlocus Services should it become illegal under the law applicable to you. By accepting these Terms and Conditions, you unconditionally and irrevocably undertake to indemnify any and all damages that Bitlocus may suffer in relation thereto;
 - 3.1.1.3. You must provide all of the information and/or data and/or documents required by us to set up an Account and verify your identity following our instructions;
 - 3.1.1.4. Bitlocus must be satisfied with the outcome of the identity, fraud, background checks and other money laundering and terrorist financing checks it (or any third party) conducts in relation to you at any time during the term of your and our relationship. If you are an individual, you must be aged 18 years or older;

3.1.2. Bitlocus remains solely entitled to restrict or limit access and/or use of our Platform and/or Services.

3.2. Your general agreements and promises

3.2.1. By accessing the Platform and using the Services, you:

3.2.1.1. approve that, if you are an individual, you are 18 years or older with the capacity to enter into and be bound by these Terms and Conditions and any other document related thereto. If the foregoing changes during your and Bitlocus relationship, you undertake to immediately inform Bitlocus about that and cease using Bitlocus Services. By accepting these Terms and Conditions, you unconditionally and irrevocably undertake to indemnify any and all damages that Bitlocus may suffer in relation thereto;

3.2.1.2. approve that, if you , you have the capacity, and are authorised to enter into and be bound by these Terms and Conditions and any other document related thereto and the person acting on your behalf is authorised to do so. You will be requested to provide duly authorised documents evidencing the right of the representative accessing our using our Platform and/or Services to act on your behalf. Failure to submit such documents will result in our denial to use and benefit from our Services;

3.2.1.3. authorise Bitlocus to make the inquiries it considers necessary, from time to time, to verify your identity, undertake fraud checks and carry out other measures that of the view of Bitlocus are fit and necessary to meet the requirements set forth in the applicable laws regarding the prevention of money laundering and terrorist financing and comply with other legal obligations of Bitlocus. You expressly consent to furnish any and all such information,

3.2.1.4. confirm that you have read these Terms and Conditions, our Privacy notice, AML policy and any other document (if any) to the Agreement;

3.2.1.5. consent that, whenever a Transaction is made, the Platform shall send and receive funds to/from the Buyer's and the Seller's Accounts opened in their name and on their behalf in relation to the Transaction;

3.2.1.6. commit to be bound by these Terms and Conditions, our Privacy Notice and any other document (if any) to the Agreement and comply to them;

3.2.1.7. undertake to pay all fees associated with Transactions and Services in accordance with Section 13 of these Terms and Conditions;

3.2.1.8. confirm that you have sufficient knowledge of Digital Currencies to enter into Transactions, and understand that you are solely responsible for determining the nature, potential value, suitability, risks and appropriateness of our Services;

3.2.1.9. approve that the funds deposited in your Account in any form belong to you and are derived from legitimate sources. Bitlocus shall be entitled to ask for any proof of evidence confirming legitimacy of funds;

3.2.1.10. confirm that you accept the risks of using the Services and accessing the Platform, and have read and understand the Risk Warning available [here](#);

3.2.1.11. confirm that Bitlocus has not advised you to, nor recommended to you to use the Services and/or enter into Transactions related to Digital Currencies;

3.2.1.12. commit to ensure that any personal information you provide to Bitlocus is accurate, up to date and complete and relates solely to you, and to update us in case of a change of any of your personal information; and

3.2.1.13. approve that your personal data and identifiers may be shared with appropriately authorised third parties, including, but not limited to, banks required for us to provide our Services to you and in accordance with the applicable law regarding prevention of money laundering and terrorist financing and you undertake to provide us with any additional information we may request to comply with our legal responsibilities without undue delay.

3.2.2. By accepting these Terms and Conditions, you represent and warrant that all of the above is true and accurate on the day of acceptance of these Terms and Conditions and shall remain each day so until you cease to use our Services.

4. YOUR ACCOUNT

4.1. Registration and activation

4.1.1. To use our Services, you must first create the Account and have it activated. You are only entitled to create the Account if you meet all the eligibility criteria set forth in Section 3 of these Terms and Conditions.

4.1.2. To create an Account you must provide us with your full name, valid e-mail address, set up a password and confirm your acceptance of these Terms and Conditions and the Privacy Notice. You will not be able to access our Services and benefit from them until you have your Account activated.

4.1.3. To have your Account activated, you will have to submit us any and all information and/or data and/or documents required for us to assess you in order to comply with the applicable law. We may ask you to verify your email address and/or phone number. We will review and assess information and/or data and/or documents submitted to us by you. Should the outcome of such assessment be positive, your Account will be activated and you will be able to start using our Services.

4.2. The methods of depositing/withdrawing Digital and/or Fiat Currencies to/from your Account shall be indicated on your Account. We are solely entitled to add and respectively discontinue any deposit/withdrawal method at any time. We do not give a guarantee regarding any deposit/withdrawal method available on your Account at a particular time, as long as at least one deposit/withdrawal method is available to you.

4.3. In relation to your Account you undertake to:

4.3.1. create a strong password for your Account (i.e. a password that is different from any other password you use for any other website or online service and that cannot be easily guessed). You must change your password regularly and immediately in case you suspect your password has been compromised;

4.3.2. keep your Account login information, password and any forms of multi-factor authentication confidential and separately from each other, as well as separately from any other information or documents relating to your Account;

4.3.3. not store your login information on any device, irrespectively if such device is of your private or public use;

4.3.4. not let any person access your Account at any time without our prior written permission;

4.3.5. not leave your computer, phone or any other device unattended while you are logged in to your Account;

4.3.6. always log out from your Account when accessing your Account from public devices;

4.3.7. not open more than one Account without our prior written permission. We discourage you from attempting to circumvent this provision, e.g. by requesting to open a second account unless you have a solid ground for such a request and we find it fit or by trying to open the Account using different email address etc. Such attempt will be considered as an attempt of fraud and will result in termination of the relationship between us and you;

4.3.8. notify us immediately in case you identify or suspect any unauthorised access to your Account.

4.4. In relation to your Account you confirm that:

4.4.1. Bitlocus has the right to make inquiries to you directly or through third parties which we employ to verify your identity and/or for the purpose of protection against fraud, terrorism financing and/or money laundering;

4.4.2. you understand that you are responsible for maintaining the security of your Account login information and password. In the event you hand over your login information to a third party, you bear full responsibility for such actions and all consequences will be born on you.

In addition to the foregoing, such voluntary handing over of the login information to a third party will be considered a material breach of the Agreement and will result in termination of relationship between us and you;

4.4.3. you understand and consent that you:

4.4.3.1. will not be provided with a private key in relation to the Digital Currency kept with us on your Account;

4.4.3.2. do not own and will not claim to own a newly created asset appeared after circumstances known as “forks” and/or “hard forks”, unless it is indicated otherwise by Bitlocus; you understand that anyone accessing your Account will be able to enter into Transactions and Bitlocus shall have no obligation to verify or take any steps to verify any instruction received from you or appearing to be sent by you;

4.4.4. Bitlocus shall process your Transactions in accordance with instructions provided by you; thus, you shall carefully verify all instructions prior to placing any Orders. In case there is an error in the instructions provided by you, however, such error does not result in impossibility to execute the Order, Bitlocus will not accept any responsibility or liability for the consequences of execution of such Order;

4.4.5. you understand that by using our Services you take full responsibility for and accept all risks of unauthorised use of your Account caused by your negligence or breach of these Terms and Conditions.

5. **SUPPORTED DIGITAL CURRENCIES**

5.1. Digital Currencies supported by Bitlocus are reflected on the Platform and are accessible [here](#). In case it is required in accordance with the applicable laws, order of a court or government agency, change of the operating rules in the underlying Digital Currency’s network, or any technological issue outside of our reasonable control, Bitlocus shall have the sole right to add or remove from the Platform any Digital Currency at any time and without any notice on its sole discretion.

5.2. Bitlocus assumes no responsibility or liability for any attempt to use your Account for Digital Currencies that Bitlocus does not support at a particular time.

5.3. Bitlocus does not control or own any of the underlying networks or software protocols that govern the operation of the Digital Currencies supported by Bitlocus.

5.4. Bitlocus shall not stand behind or underwrite any Transaction you enter into using the Platform.

5.5. Digital Currency withdrawal may be delayed due to Bitlocus retrieving it from offline storage.

5.6. Bitlocus shall have the right to refuse to process and/or cancel any Order or Transaction at any time in accordance with the requirements set forth by the applicable law, in response to a court or government order, to enforce transaction limits or in case a Suspension Event occurs.

5.7. Digital Currencies are a risky asset class and trading in Digital Currencies increases those risks. You confirm that you have read and understood the Risk Warning and agree to accept those risks.

5.8. The amount or value of the Digital Currencies held by you is guaranteed or underwritten neither by Bitlocus, nor by any third party, and you may lose the Digital Currencies or the value thereof stored on your Account in a short period of time. In such case, you shall have no right to claim damages to Bitlocus or any other third party (including loss of profit), as well as any liability or incurred inconveniences, unless the loss resulted from Bitlocus’ breach of these Terms and Conditions.

5.9. Bitlocus supports an asset-specific amount of decimal which is never more than 8 (eight) decimals. An asset-specific excess amount is always deducted and you agree that you no longer own that excess after it has been deducted. Be advised not to deposit amounts of more decimals than specified [here](#).

6. BITLOCUS TRADING

6.1. Placing Orders

6.1.1. You will be able to place the following Orders in accordance with these Terms and Conditions:

6.1.1.1. Buy Order;

6.1.1.2. Sell Order.

6.1.2. A Transaction is not deemed to be complete while it is in “in order” state on the Platform. Funds associated with such Transaction that are in the “in order” state shall be designated as such and shall not be available for the conduction of other Transactions (including, but not limited to, withdrawals).

6.2. Access to Services

6.2.1. A Transaction is not deemed to be complete while it is in “in order” state on the Platform. Funds associated with such Transaction that are in the “in order” state shall be designated as such and shall not be available for the conduction of other Transactions (including, but not limited to, withdrawals).

6.3. Limits

6.3.1. We shall have the sole discretion to impose and lift Transaction limits from time to time without any prior notice to you. We shall have the right to review any withdrawals and to request further information prior to releasing funds for regulatory and fraud prevention purposes. Failure to satisfy our request may result in freezing of your funds and/or digital assets.

6.4. Cancellation of Orders

6.4.1. You will be able to cancel the Order once you have placed it but only for an unfilled (not executed) part.

6.4.2. Bitlocus shall have the right to unilaterally cancel any Order in case it has not been filled or in the unfilled part thereof if:

6.4.2.1. Bitlocus considers it necessary or prudent due to a suspicion that the Order involves money laundering, terrorist financing or another illegal or unlawful activity;

6.4.2.2. the Order relates to a Prohibited Use; or

6.4.2.3. Bitlocus is required to do so by a court order or government agency.

6.5. Order Records

6.5.1. Bitlocus shall maintain the records of Orders in Bitlocus Order book. After Bitlocus's Order matching engine matches Buy Orders and Sell Orders in the Order book, we shall record the trade thus transferring the ownership of the Seller's traded Digital Currency to the Buyer accordingly.

6.6. By placing the Order you confirm your understanding of, and your agreement to the following:

6.6.1. it is your responsibility to confirm that the Order details are accurate, including the amount of Digital Currencies you intend to buy and/or sell, the amount of any fees, the gross price for your Order and the amount and nature of the Digital Currencies to be transferred to you;

6.6.2. it is solely your responsibility to cancel any Order or part thereof in case you do not want it filled;

6.6.3. there is a risk that an Order or part thereof will be filled before any cancellation request is received;

6.6.4. Bitlocus shall not be held liable in case of the above circumstances.

7. BUY ORDERS

7.1. All Buy Orders:

- 7.1.1. involve the purchase of a Digital Currency supported by Bitlocus;
- 7.1.2. are opened immediately, provided a sufficient amount of funds has been pre-loaded to your Account; and
- 7.1.3. are recorded by us.

7.2. **Processing of Buy Order**

- 7.2.1. You can place the Buy Order on your Account, authorise Bitlocus to initiate debits and execute the Buy Order.
- 7.2.2. After the placement of the Buy Order by you, the full amount of the purchase price and associated fees shall be locked and marked as “in order” on your Account.

7.3. **Partial execution of Buy Order**

- 7.3.1. In case the Buy Order is only partially executed, the amount of remaining Digital and/or Fiat Currency required to settle the balance (including fees) shall remain “in order” until the remaining part of the Buy Order is executed, expires, or is cancelled.

8. **SELL ORDERS**

8.1. **All Sell Orders:**

- 8.1.1. involve the sale of a Digital Currency supported by Bitlocus;
- 8.1.2. are opened immediately,
- 8.1.3. are recorded by us.

8.2. **Processing of Sell Order**

- 8.2.1. You can place the Sell Order on your Account, authorise Bitlocus to initiate debits and the execution of the Sell Order.
- 8.2.2. After the placement of the Sell Order by you, the full amount of Digital Currencies offered for sale are marked as “in order” on your Account. Any fees associated with the Sell Transaction shall be deducted by Bitlocus from the sale proceeds before they appear on your Account.

8.3. **Partial execution of Sell Order**

- 8.3.1. Until the Sell Order fills, expires or is cancelled, the amount of the Digital and/or Fiat Currency being offered for sale will not be available to be used for any other purpose, including other Sell Orders or withdrawals. For partially executed Sell Orders, the unsold portion of the Digital Currency offered for sale shall remain “in order” until the remaining Sell Order is executed, expires, or is cancelled.

9. **MATCH MAKING**

- 9.1. Bitlocus operates Order matching engines for each trading pair. Bitlocus supports the trading pairs listed [here](#). Our Platform operates 24 hours per day, seven days per week (except for brief maintenance periods about which you will be informed in advance).
- 9.2. We require all Orders to be pre-funded (i.e. you must have sufficient funds in your Account before you can trade).
- 9.3. All Buy and Sell Orders made on the Platform shall be managed in an anonymous manner so that Buyers and Sellers are not acquainted with each other. The Transaction price shall be calculated on the basis of actual matched Orders made by the Buyers and Sellers participating in the bidding process on the Platform combined with the applicable Transaction fees.

10. **SUSPENSION**

- 10.1. Bitlocus shall have the right to suspend the Services in any of the following cases without a prior notice for any period of time in its discretion if Bitlocus considers it necessary or desirable to do so:
 - 10.1.1. as a result of any Prohibited Use;
 - 10.1.2. following a “hard fork” or other sudden change in operating rules in any underlying Digital Currency network;

- 10.1.3. following a force majeure event or a market disruption event;
- 10.1.4. to comply with the applicable law or change thereof, or regulatory guidance.

10.2. Consequences of Suspension Event

- 10.2.1. In case the Suspension Event occurs, Bitlocus shall have the right to suspend one or more Services to one or more (or all) Users for as long as Bitlocus determines, in good faith, is necessary or prudent in view of the interests of Bitlocus and its Users.
- 10.2.2. Bitlocus shall not be liable to any User or third party for any loss (including loss of profit), liability or inconvenience arising as a result of any Suspension Event, or suspension of any Services or access to the Platform arising from the action taken following a Suspension Event.
- 10.2.3. Upon its discretion Bitlocus shall have the right to provide you with the opportunity to withdraw your Digital Currencies from your Account and transfer them to a third party service.

11. PROHIBITED USE

- 11.1. It is strictly prohibited to use the Platform or access any Service in any of the following cases:
 - 11.1.1. to conduct or engage in any illegal or unlawful activity;
 - 11.1.2. to hide or disguise the proceeds of any illegal or unlawful activity;
 - 11.1.3. to infringe our proprietary intellectual property, or the proprietary intellectual property of any other person;
 - 11.1.4. to engage in gambling;
 - 11.1.5. in relation to any Digital Currency that Bitlocus does not support at the relevant time;
 - 11.1.6. to engage in any deceptive, fraudulent or malicious activity, including by launching malware or viruses, or seeking to hack into any Accounts or steal any Digital Currencies or Fiat currency held by any other User;
 - 11.1.7. to reverse-engineer, decompile, disable, or disassemble any software running on the Platform;
 - 11.1.8. to promote securities;
 - 11.1.9. to harm in any way Bitlocus, any person associated with Bitlocus, or any third party;
 - 11.1.10. in case you are not a User;
 - 11.1.11. to offer or purport to offer any Service to any person who is not a User; or
 - 11.1.12. to engage in any other use or activity that breaches these Terms and Conditions.
- 11.2. Bitlocus shall have the right without any prior notice or explanation to block or refuse any person (including any User) from accessing the Platform and/or any Service and/or any Transaction in case it believes in good faith that such person, Service or Transaction is related to a Prohibited Use.

12. ADDITIONAL RIGHTS AND REMEDIES

- 12.1 In the event we believe you have breached or are in breach of these Terms and Conditions or any applicable law, we shall have the right to:
 - 12.1.1. limit, suspend or cancel your access to the Platform;
 - 12.1.2. warn any Users of your actions;
 - 12.1.3. issue a warning to you;
 - 12.1.4. inform competent institutions and cooperate fully with any law enforcement authorities by, including, but not limited to, disclosing your information to such authorities.
- 12.2 This Section does not limit any other rights granted to us by the applicable law.

13. FEES

- 13.1. Bitlocus shall charge the fees set out in the fee schedule accessible [here](#).
- 13.2. The fee schedule is deemed to form part of these Terms and Conditions and is subject to change at Bitlocus sole discretion.

- 13.3. We shall update our fee schedule no later than 7 (seven)) calendar days prior to changes coming into effect. Your use of the Services following any update to our fee schedule is considered to be your acceptance of any such changes.
- 13.4. You agree to pay all fees associated with or incurred by you in relation with the Orders you place, the Transactions you complete and other Services we provide you. By accepting these Terms and Conditions, you authorize us to write off any applicable fees directly from your Account. It is your responsibility to ensure that you have sufficient funds to settle with us for the Order made. In the event there are not sufficient funds to settle with, we may withhold execution of your Order until you respectively add funds to your Account or cancel your Order.

14. **TAXES**

- 14.1. You are solely responsible for duly and timely declaration of your activities on your Account and gains in relation thereto in compliance with the law applicable to you. Bitlocus shall have no obligation to provide any information to any thirds parties (except when fulfilling its own obligation in relation to these Terms and Conditions or under applicable law) regarding your activities on your Account and gains in relation to your activities on the Account.
- 14.2. You are solely responsible for paying any and all taxes applicable to you in relation to using our Services in timely and duly manner.
- 14.3. It is your responsibility to determine what, if any, taxes you are obligated to pay in relation to the Transactions and Digital Currencies you hold or otherwise.
- 14.4. Bitlocus makes no representations in relation to tax liabilities, assumes no tax liability to any User, assumes no responsibility for the tax liability of yours or any other User, not for collecting, reporting, withholding or remitting any taxes arising from any Transactions that you may enter into.

15. **LIABILITY AND INDEMNITY**

- 15.1. To the extent permitted by law, Bitlocus and its associated parties exclude all liability and responsibility for any loss, damages, costs or expenses, whether in tort (including negligence), contract or otherwise and whether direct, indirect, or consequential (including in connection with business interruption), which you or any other person may suffer or incur in connection with the Services, the use or inability to use the Platform, and in respect of any Digital Currency or otherwise.
- 15.2. Where and to the extent liability for breach or any implied warranty or condition, or otherwise, cannot be excluded, Bitlocus's liability to you is limited to the total amount of the fees we have earned from you as a result of supplying the Services to you.
- 15.3. Bitlocus shall not be held liable in any way to you or any third party for any financial decision or action taken by you when using the Services.
- 15.4. Bitlocus does not provide any financial, investment or legal advice in connection with the Services. Bitlocus may provide information on the price, range, volatility of Digital Currencies and events that have affected the price of Digital Currencies, but it should not be considered as an investment or financial advice and should not be construed as such. Any decision to buy or sell Digital Currencies is the User's decision and Bitlocus will not be liable for any loss suffered in relation thereto.
- 15.5. Bitlocus takes no responsibility for and will not be liable for any financial loss arising from the use of your Account, including, but not limited to, loss due to technical faults resulting in a loss of ability to access your Account; system hacks; server failure or data loss; technical faults of the Digital Currency system; forgotten passwords; security of your password and private keys; unauthorized access to your Account; corrupted files or data; incorrectly constructed transactions or mistyped Digital Currency addresses.
- 15.6. Without limiting other terms in these Terms and Conditions, you acknowledge that Bitlocus bears no liability for any damage, loss (including loss of profit), delay, inconvenience, failure

in performance or interruption of Service or Transaction, in each case caused by or resulting from (directly or indirectly):

- 15.6.1. any computer virus, spyware, scareware, Trojan horse, worms or other malware or cyber, phishing or spoofing attack that may affect your computer or other device;
 - 15.6.2. any cause or condition beyond our reasonable control;
 - 15.6.3. any “hard fork”, “soft fork”, or other change in the operating rules of an underlying Digital Currency network;
 - 15.6.4. our good faith election not to support an unsupported branch of a forked protocol, or to configure or reconfigure our systems as a result of the forked protocol or other change to the operating rules;
 - 15.6.5. any suspension of the Services following the Suspension Event or as otherwise permitted under these Terms and Conditions;
 - 15.6.6. inaccurate Orders placed;
 - 15.6.7. you not meeting your legal obligations, including, but not limited to, your tax obligations.
- 15.7. Bitlocus manages the Bitlocus Platform with due care, however it is likely that interruptions, failures and other issues occur. Bitlocus gives no guarantee with respect to finding solutions for any such problems as soon as possible. Bitlocus assumes no liability whatsoever for any damage caused by interruptions of Bitlocus Platform.

15.8. Indemnity

- 15.8.1. Each User indemnifies Bitlocus and holds Bitlocus harmless for any loss, cost, liability or expense sustained or incurred by it as a result of the relevant User or User breaching these Terms and Conditions, including by:
 - 15.8.1.1. providing false information, data and documents in relation to your eligibility to use Bitlocus Services (Art. 3.1.1) or making false promises (Art. 3.2.1);
 - 15.8.1.2. engaging in any Prohibited Use;
 - 15.8.1.3. any other breach by you of the Terms and Conditions, Privacy Notice and any other document to the Agreement (if any);
 - 15.8.1.4. any reliance by you on any information obtained through the Platform.

16. TERMINATION

- 16.1. These Terms and Conditions are applicable to you from the moment you access the Platform. Your access to the Platforms constitutes your consent to be bound by these Terms and Conditions.
- 16.2. At any time and for any reason at its sole discretion, Bitlocus may unilaterally terminate our relationship, your access to your Account and may halt any pending Transactions or execution of any payments without giving advance notice to you. Bitlocus shall incur no liability or obligation for the termination of our relationship.
- 16.3. Upon termination, you will be notified of it at your email address used to register with Bitlocus.
- 16.4. Bitlocus is not liable to you or any third party for termination of our relationship irrespective of the termination reason.
- 16.5. You may terminate our relationship at any time by requesting to close your Account. Your request should be issued in writing by email used to register with Bitlocus and shall only be processed if you have no pending obligation to us; otherwise, your Account will not be closed until you fulfil any and all your obligations towards us, unless Bitlocus is in breach these Terms and Conditions and such breach was not cured upon your request issued by email and therefore, you are not able to fulfil your obligations.

17. WARRANTY

- 17.1. All information is provided “as is” without warranty of any kind, express or implied and your use of our Services is at your own risk.

- 17.2. To the extent permitted by law we do not warrant the reliability, availability, accuracy, completeness or timeliness of information on the Platform. Without any limitation to the former, Bitlocus does not warrant that any Services including, but not limited to, the Platform shall run without errors or defects and errors shall be adjusted. This includes (but is not limited to) implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
- 17.3. Bitlocus does not warrant that it will meet your requirements or will be available uninterrupted or secure at any time or location. Bitlocus does not warrant that its Services are free from viruses or other harmful content.
- 17.4. Bitlocus does not warrant, endorse, guarantee or assume any responsibility for any product or service offered or advertised by a third party through the Services or through the Platform, and Bitlocus will not monitor or be held liable for any interactions between you and third-party providers of products and/or services through the use of or access to the Platform.

18. COMPLAINTS AND DISPUTES

- 18.1. Bitlocus is committed to providing its Users with a very high level of customer service, and your satisfaction is very important to us. In case you would like to make a complaint, we encourage you to read the Complaint policy [here](#) and fill the provided form. We shall acknowledge your complaint within 5 (five) business days and make sure your complaint is investigated properly.

19. AMENDMENTS TO THESE TERMS AND CONDITIONS

- 19.1. We may amend these Terms and Conditions including any part thereof at any time in the following circumstances:
- 19.1.1. to meet our legal obligations;
- 19.1.2. to accommodate the reasonable requirements of our service providers or business partners;
- 19.1.3. to reflect changes to our Services, Digital Currencies, networks underlying the Digital Currencies, or risks presented by them.
- 19.2. In case we amend these Terms and Conditions, we shall publish the updated version on the Platform 7 (seven) business days in advance. Any subsequent access to or use by you of the Platform shall constitute an acceptance of the amended Terms and Conditions.

20. COMMUNICATION

- 20.1. We conduct any and all communication with you via email at the address used to register with Bitlocus. You are solely responsible to continuously check your email as we might send important information in relation to our Services or your Account. All emails shall be considered as received on the day such emails were sent.

21. MISCELLANEOUS

- 21.1. **Governing law.** These Terms and Conditions, Privacy Notice and any other terms and conditions referred to therein or any other document (if any) are governed by and interpreted in accordance with the laws of England and Wales except for the users registered since 7th of May, 2021 for whom said terms and conditions are interpreted in accordance with the laws of Lithuania. All disputes and controversies arising out of or in connection with this website and these Terms and Conditions shall be submitted to the court in Vilnius.
- 21.2. **Validity.** These Terms and Conditions shall be valid as long as you use the Platform and/or Services.
- 21.3. **Enforceability.** No provisions of these Terms and Conditions shall be enforceable by any other person other than you and Bitlocus.
- 21.4. **Assignments.** Your Account is personal and you may not assign or transfer in any way any rights under the Terms and Conditions to any third party. Bitlocus may transfer its rights and

obligations arising out of these Terms and Conditions or in relation to these Terms and Conditions to any third party without your prior consent.

- 21.5. **Sub-contraction.** Bitlocus shall be entitled to sub-contract any third party for the purposes of provision of Services to you.
- 21.6. **Invalidity.** In case any provision of these Terms and Conditions is recognised as invalid or impossible to implement, it shall not have an impact on the validity of the remaining provisions of these Terms and Conditions. The provision that is invalid or impossible to implement shall be replaced by another legally enforceable provision, which as much as possible will have the same legal and economic result that was expected when setting the provision that was recognised as invalid and/or impossible to implement.
- 21.7. **Waiver.** Any failure or delay in exercising any right or remedy in one or many instances shall not prohibit Bitlocus from exercising it at a later time or from exercising any other right or remedy. No part of these Terms and Conditions may be waived, modified, amended, or supplemented in any manner whatsoever except by Bitlocus in writing.
- 21.8. **Effect.** All provisions of these Terms and Conditions Agreement which by their nature shall be intended to continue shall survive termination of our relationship, including terms relating to exclusions and limitations of Bitlocus liability, intellectual property restrictions and reimbursement of damages.