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## **BITTREX GLOBAL (BERMUDA) LTD. TERMS OF SERVICE**

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**LAST UPDATED 27 FEBRUARY 2023**

## TERMS OF SERVICE: BITTREX GLOBAL (BERMUDA) LTD.

Last updated 27 February 2023

These Terms and Conditions apply to customers of Bittrex Global (Bermuda) Ltd. Terms and Conditions for customers of Bittrex Global GmbH may be found [here](#). Bittrex Global account holders can find out their contracting entity by [logging into their account](#) and selecting [My Account](#) in the top navigation.

### SUMMARY OF RECENT CHANGES

#### February 2023

- Clarification on some legal terms such as:
  - the way fiat currencies are accounted for on the Platform via “Bittrex Tokens”
  - the options for custody solutions for hosted wallets on the Platform
- Mechanisms for handling unsupported Tokens that are not withdrawn, including in relation to when such Tokens may be subject to additional charges or forfeit
- Mechanisms for handling abandoned or disused hosted wallets, including circumstances in which Bittrex Global may terminate deposit addresses provided to you on notice
- Further clarification that products offered by Bittrex Global are only available to users in countries where they are permitted to be offered, and that users in unsupported jurisdictions are automatically blocked from accessing, trading, or viewing such products
- Other minor clarifications and amendments

#### SCOPE:

These Terms of Service and any terms expressly incorporated herein (“**Terms**” or “**Agreement**”) apply to any access to, or use of, any services made available by Bittrex Global (Bermuda) Ltd., whose registered offices are at Rosebank Centre, 5th Floor, 11 Bermudiana Road, Pembroke HM 08, Bermuda (“**Bittrex Global Bermuda**”). Unless otherwise specified, references in these Terms of Service to “Bittrex Global” are to “Bittrex Global Bermuda”) under the name “Bittrex Global” and using the website [global.bittrex.com](https://global.bittrex.com) (which is accessible by going to any number of websites including <https://global.bittrex.com/>

and [www.bittrexglobal.com](http://www.bittrexglobal.com)) (the “Site”; “Bittrex Global Trading Platform” or “Bittrex Global Platform”) or our mobile applications or any application programming interface (API) provided by Bittrex Global GmbH, Dr. Grass Strasse 12, 9490 Vaduz, Liechtenstein (“Bittrex Global Liechtenstein”) relating to the Site, and to any other related services provided by Bittrex Global relating to the Site (collectively, the “Services”), which includes any text, graphics, user interfaces, information, data, tools, products, services, and other content (collectively “Content”). By clicking on an “I Agree” button or check box presented with these Terms or by accessing or using any Services, you (“you” or the “User”) agree to be bound by these Terms.

#### PREAMBLE:

Bittrex Global will provide Services with respect to certain cryptocurrency, cryptographic tokens and other digital rights or assets, including electronic representations of fiat currencies such as Euros, US dollars and others and other digital assets that track the valuation of other assets (collectively, “Tokens”) made available for trading on the Site.

#### RISK DISCLOSURE:

BY ACCESSING OR USING ANY BITTREX GLOBAL SERVICES YOU ARE VOLUNTARILY CHOOSING TO ENGAGE IN SOPHISTICATED AND RISKY ASSET TRANSACTIONS. YOU ARE FURTHER ACKNOWLEDGING THAT YOU ARE AWARE OF THE MANY RISKS ASSOCIATED WITH THE USE OF THESE SERVICES AND WITH ENGAGING IN TRANSACTIONS IN TOKENS, INCLUDING BUT NOT LIMITED TO, RISKS OF FINANCIAL LOSS, TECHNOLOGY GLITCHES (INCLUDING BUT NOT LIMITED TO PROBLEMS WITH THE BLOCKCHAIN TECHNOLOGY), AND HACKING. BITTREX GLOBAL WORKS HARD TO PROVIDE STATE-OF-THE-ART SYSTEMS AND SECURITY. NONETHELESS, CERTAIN ISSUES AND RISKS ARE UNAVOIDABLE, AND IF SUCH ISSUES OR PROBLEMS ARISE IN CONNECTION WITH YOUR USE OF BITTREX GLOBAL’S SERVICES, INCLUDING TECHNICAL DIFFICULTIES WITH DEPOSITING OR TRADING TOKENS, IT MAY TAKE DAYS, WEEKS, OR MONTHS TO RESOLVE, AND SOME ISSUES MAY NOT BE RESOLVED AT ALL. BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT BITTREX GLOBAL IS NOT RESPONSIBLE FOR THE AFOREMENTIONED RISKS, AND YOU VOLUNTARILY ASSUME AND ACCEPT SUCH RISKS IN DECIDING TO ENGAGE IN TOKEN TRANSACTIONS ON THE BITTREX GLOBAL PLATFORM.

### 1. ACCEPTANCE MODIFICATION OF TERMS

1.1 By clicking on the “I agree” button presented with these Terms, you confirm that:

- (a) you have received the Terms and acknowledge and agree to their content;
  - (b) if you are an existing User of the Bittrex Global Platform and have an account with Bittrex Global Liechtenstein, your acceptance of these Terms constitutes your (i) notice to terminate the existing terms you have entered into with and the provision of services provided by Bittrex Global Liechtenstein, and (ii) instructions and authorisation to Bittrex Global Liechtenstein to effect the transfer of the credit in your existing account with Bittrex Global Liechtenstein to your Bittrex Global Account (as defined below) with Bittrex Global Bermuda, and (iii) instructions and authorisation to Bittrex Global Liechtenstein to terminate all loans and liquidate any existing margin account with Bittrex Global Liechtenstein, and (iv) instructions and authorisation to Bittrex Global Bermuda to take all necessary actions and make all necessary declarations towards Bittrex Global Liechtenstein to terminate the Bittrex Global Liechtenstein User account and transfer the credit, and (v) instructions and authorisation to Bittrex Global Bermuda and Bittrex Global Liechtenstein to exchange all necessary information (including personal data) and documents for this purpose. Bittrex Global Liechtenstein clients acknowledge and agree that, following such transfer, your data may no longer be subject to the provisions of the General Data Protection Regulation (Regulation (EU) 2016/679); and
  - (c) by using the Bittrex Global Trading Platform and associated Services, you also signify your consent to our Privacy Policy (cp. Section 5), as well as any other terms and provisions referred to herein. If you do not accept these Terms, you may not use the Bittrex Global Platform and the Services.
- 1.2 Bittrex Global may modify or amend these Terms by providing notice of such changes along with the updated Terms, such as by sending you an email or providing notice through the Services. By clicking on an “I Agree” button or checkbox presented with the modified or amended Terms, or by continuing to access or use of the Services, including access or use of the Services by third-party applications or API keys, you signify your consent and confirm your acceptance of the modified or amended Terms. Any modified or amended Terms will become effective immediately after such acceptance by you. If you do not agree to any modification

or amendment to these Terms, you must stop using the Services. Bittrex Global encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services. If you have any question regarding the use of the Site or Services, please contact our Support Team by filing a support request at <https://global.bittrex.com/Home/Support>

## **2. ELIGIBILITY**

### **2.1 General Requirements**

The Services are intended solely for persons who are 18 years old or older and who satisfy the criteria described in these Terms. You represent and warrant that you: (a) are not located in, or a citizen or resident of the United States of America ("US"); (b) are of legal age to form a binding contract; (c) have not previously been suspended or removed from using our Services; (d) are not a legal or natural person with US citizenship, domicile or tax liability in the US; (e) are not on the sanction lists of OFAC, the United Nations, the European Union, the United Kingdom, Austria, Switzerland, Liechtenstein, Bermuda or other sanction lists (sanction lists include both lists of sanctioned states (country lists) and lists of sanctioned persons (name lists)); (f) are not a Politically Exposed Person (PEP); (g) are not placed on the US Department of Commerce's Denied Persons List; and (h) have full power and authority to agree to these Terms.

### **2.2 Restricted Locations**

You may not use the Services if you are located in, or a citizen or resident of the US. You may not use the Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction that is embargoed by the US, or if you are on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List, or if you are restricted or prohibited from engaging in any type of trading by the European Union, Hong Kong Monetary Authority, Hong Kong Customs and Excise Department, Office of Foreign Asset Control, Bermuda Monetary Authority, or any other administrative law enforcement agencies. You may not use the Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of the Services would be illegal or otherwise violate any applicable law. You represent and warrant that you are not a citizen or resident of any such jurisdiction and that you will not use any Services while located in any such jurisdiction, and that you are not on any trade and/or

economic sanctions list. You also may not use the Services if you are located in, or a citizen or resident of, any other jurisdiction where Bittrex Global has determined, at its discretion, to prohibit use of the Services. Bittrex Global may implement controls to restrict access to the Services from any jurisdiction prohibited pursuant to this Section 2.2. You will comply with and agree to this Section 2.2, even if Bittrex Global's methods to prevent use of the Services are not effective or can be bypassed.

### 2.3 Enterprise User

Unless Bittrex Global has provided prior, written approval to use your Bittrex Global Account for trading on behalf of a corporation or other legal entity (an "Enterprise User"), you will use the Services and your Bittrex Global Account only for your own account and not on behalf of, or for the account of, any third party. If Bittrex Global has approved your Bittrex Global Account for trading on behalf of an Enterprise User, you will use the Services and your Bittrex Global Account solely for the account of the specified Enterprise User. If you use any Services on behalf of any Enterprise User, you agree to these Terms on behalf of yourself and any such Enterprise User, and you represent and warrant that you have the authority to bind the Enterprise User to these Terms and that both you personally and the Enterprise User will be jointly and severally liable under these Terms for any violation of these Terms or any other act or omission by the Enterprise User or by you. Without limiting the foregoing, you agree neither you nor the Enterprise User will use or offer the Services or any derivatives thereof, including any Tokens made available for trading by Bittrex Global, to any person located in, or that is a citizen or resident of, the US.

## 3. ACCOUNT

### 3.1 Bittrex Global Account

In order to use any Services, you must create and maintain an account through the Services ("Bittrex Global Account"; "User Account"). To create or maintain your Bittrex Global Account, or enable functions on your Bittrex Global Account, you will be required to provide Bittrex Global with certain information and documentation, including, as applicable, the information and documentation associated with identity verification and other screening procedures described in Section 3.3, below. You will: (a) create a unique password; (b) provide complete and accurate information; (c) promptly update any information you have provided, including but not limited to

all compliance, customer due diligence, know your client documentation and information, or email address, so that the information is complete and accurate at all times; (d) maintain the security of your Bittrex Global Account by not sharing your password with others, safeguarding your personal identifying information, and protecting your password, API keys, and any other information used to access the Services from unauthorised access or use; (e) ensure that any API keys you enable are properly scoped to grant only those permissions that are necessary for the Service(s) you use and are disabled if no longer in use; (f) promptly notify Bittrex Global if you discover or suspect any unauthorised access or use of your Bittrex Global Account or any security breaches related to your Bittrex Global Account; and (g) be responsible for all activities that occur under your Bittrex Global Account, and accept all risks of any authorised or unauthorised access to your Bittrex Global Account. For the avoidance of doubt, Bittrex Global will not be responsible for any loss due to the compromise of your login credentials.

### 3.2 Enhanced Security

Bittrex Global may offer optional enhanced security features for your Bittrex Global Account (including, for example, two-factor authentication). Bittrex Global encourages, but may not require, you to use any such enhanced security features. If you do enable enhanced security features, it is your responsibility to ensure the security of, and your continuous control over, any device or account that may be associated with the enhanced security features.

### 3.3 Identity Verification

Depending on the functions that you seek to enable on your Bittrex Global Account and Bittrex Global's risk determination, Bittrex Global may, in its discretion, require identity verification and other screening procedures with respect to you or transactions associated with your Bittrex Global Account. These verification and screening procedures may include, without limitation, checking the information you provide against the Specially Designated Nationals and Blocked Persons list maintained by the US Office of Foreign Assets Control, the US Department of Commerce Denied Persons list, and any similar list issued by any US governmental authority or any other governmental authority as well as non-governmental and international organisations prohibiting or limiting business activities or transactions with any persons. You may be required to provide Bittrex Global with certain personal information, including, but not limited to, your full name,

address and state of residence, nationality, telephone number, email address, date of birth, taxpayer identification number, government identification number, government-issued ID or other proof of your identity, and information regarding your bank account. For Enterprise Users, additional information may be required such as: company name, legal form, domicile address, country of domicile, date of incorporation, place and date of entry in the commercial register, if any, as well as the names of the bodies or trustees formally acting on behalf of the legal entity as well as the information identifying the ultimate beneficial owners of this legal entity. You hereby acknowledge and agree that Bittrex Global, directly or through a third party, may make enquiries and take action Bittrex Global considers necessary to verify your identity and/or protect against fraud, including but not limited to: (a) query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth); (b) query account information associated with your linked bank account (e.g., name or account balance); and (c) take action Bittrex Global reasonably deems necessary based on the results of such enquiries and reports. Bittrex Global will have no liability or responsibility for any permanent or temporary inability to access or use any Services, including your inability to withdraw Tokens or execute Trades (as defined below), as a result of any identity verification or other screening procedures, as long as Bittrex Global complies with its legal or contractual obligations regarding identity verification or other screening procedures.

#### 3.4 Responsibility for Account Activities

You will be bound by, and hereby authorise Bittrex Global to accept and rely on, any agreements, instructions, orders, authorisations and any other actions made, provided or taken by anyone who has accessed or used your Bittrex Global Account regardless of whether the access is authorised or unauthorised. Upon receipt of written notice from you that the security of your Bittrex Global Account has been compromised, Bittrex Global will take reasonable steps to protect your Bittrex Global Account, including, for example, to cease to allow actions initiated using any compromised account passwords. But, the first sentence of this section will continue to apply to any other account password, and any substitute password issued to replace the compromised account password.

#### 3.5 Number of Bittrex Global Accounts/ Beneficial Ownership

Bittrex Global may, at its sole discretion, limit the number of Bittrex Global Accounts that you may hold, maintain, or acquire, consistent with its AML/KYC policy. In



addition to that, you are not allowed to hold individual Bittrex Global Accounts for third parties. Any individual account holder must be the beneficial owner of the funds transferred to that Bittrex Global Account.

#### **4. RISK DISCLOSURES; ASSUMPTION OF RISKS; RELEASE OF BITTREX GLOBAL**

4.1 Trading Tokens, and use of other Services provided by Bittrex Global, involves significant risks and potential for financial losses, including without limitation the following:

- (a) The features, functions, characteristics, operation, use and other properties of any Token (“Token Properties”) and the software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) (“Underlying Technology”) used to administer, govern, monitor, create, issue, transfer, cancel, use or transact in any Token may be complex, technical or difficult to understand or evaluate;
- (b) Any Token and its Underlying Technology may be vulnerable to attacks on the security, integrity or operation of the Token or its Underlying Technology (“Attacks”), including Attacks using computing power sufficient to overwhelm the normal operation of a blockchain or other Underlying Technology;
- (c) Any Token, Token Properties or Underlying Technology may change or otherwise cease to operate as expected due to a change made to the Underlying Technology, a change made using features or functions built into the Underlying Technology or a change resulting from an Attack. These changes may include, without limitation, a “fork” or “rollback” of a Token or blockchain.
- (d) Any Token may potentially be cancelled, lost or double spent, or otherwise lose all or most of its value, due to forks, rollbacks, Attacks, changes to Token Properties or failure of the Token to operate as intended;
- (e) Bittrex Global may suspend or cease to support the transfer, storage or trading of any Token at any time at Bittrex Global’s discretion. Other exchanges and service providers may do the same;

- (f) Bittrex Global may not support so-called metacoins, coloured coins or other Tokens, or their related side chains or other Underlying Technology that are based on a fork, enhancement, or derivative of a different Token or Underlying Technology (“Derivative Protocols”) even if the Derivative Protocol is based on a Token that is supported by Bittrex Global. Other exchanges or service providers may do the same;
- (g) Bittrex Global may suspend or reject your transaction requests, suspend or cease support for Tokens, or suspend or terminate your access to the Services in order to comply with applicable laws or regulations or an order from law enforcement, governmental or regulatory authority, for other reasons as specified in these Terms or otherwise at Bittrex Global’s discretion;
- (h) You may be unable to withdraw Tokens or complete Orders (as defined below) prior to Bittrex Global ceasing to support transfer of any such Tokens, or you may be unable to withdraw Tokens prior to Bittrex Global terminating any Services or your access to your Bittrex Global Account, in each case, resulting in the loss of any such Tokens remaining in your Bittrex Global Account;
- (i) Since Tokens to be traded on the Bittrex Global Platform are not regulated by financial market regulators, they are subject to extremely high volatility. Their value is determined solely by supply and demand on the market and can fluctuate accordingly. Any Token may, therefore, lose all of its value;
- (j) Any Token may decrease in value or lose all of its value due to various factors including, without limitation, discovery of wrongful conduct, market manipulation, changes to Token Properties or perceived value of Token Properties, Attacks, suspension or cessation of support for a Token by Bittrex Global or other exchanges or service providers, and other factors outside the control of Bittrex Global;
- (k) Any Token may decrease in value or lose all of its value due to legislative or regulatory activity, or other governmental or regulatory action. Governmental and regulatory authority regulation of Tokens is unsettled and rapidly evolving;

- (l) Any Token may be lost if sent to the wrong address (for example, but without limitation, if the address is improperly formatted, contains errors, or is intended to be used for a different type of Token). For more detail about sending Tokens to an address intended for a different type of Token, please see the [FAQ on the Site](#);
- (m) Any Token may be lost if sent to a correct address but the recipient does not act as intended (e.g. a scam platform). You acknowledge and agree that Bittrex Global has no responsibility to charge back the Token and any transfer of the Token to any recipient is your sole responsibility;
- (n) You may be prevented from sending a transaction request, or your transaction request or email may not be received by Bittrex Global or the Services, due to hardware, software or services issues (including, without limitation, Internet and other network connectivity issues);
- (o) Your transaction request or email to Bittrex Global or the Services may be lost, intercepted or altered during transmission;
- (p) Unauthorised third parties may access or use your Bittrex Global Account and effect transactions without your knowledge or authorisation, whether by obtaining the password to your Bittrex Global Account, obtaining control over another device or account used by you in connection with any enhanced security measures enabled for your Bittrex Global Account, by obtaining control over your API keys, or by other methods. You should regularly review your Bittrex Global Account balance and transaction history and notify Bittrex Global immediately if you believe your Bittrex Global Account has been compromised;
- (q) Bittrex Global is not responsible for Token performance;
- (r) All Content provided by Bittrex Global is for informational purposes only;
  - (i) Nothing on the Site is an offer or solicitation to buy or sell any Token or other asset (digital or otherwise);
  - (ii) Although the Site may include trading-related information, nothing on the Site is a recommendation that you purchase, sell, or hold any Token or other instrument or that you pursue any trading style or strategy;

- (iii) Although the Site may include investment-related information, nothing on the Site is a recommendation that you purchase, sell, or hold any Token or other security or investment or that you pursue any investment style or strategy;
  - (iv) We do not give any advice or make any representations through the Site as to whether any Token or other financial asset (digital or otherwise) is suitable to you or will be profitable;
  - (v) Nothing on this Site is intended to be, and you should not consider anything on the Site to be, trading, investment, accounting, tax, legal, or professional advice of any kind;
  - (vi) If you would like professional advice, you should consult with your own financial advisors, accountants, or attorneys regarding individual circumstances, intentions, and needs; and
  - (vii) THE PAST PERFORMANCE OF ANY TOKEN, SECURITY, INVESTMENT, STRATEGY OR STYLE IS NEITHER INDICATIVE OF NOR A GUARANTEE OF FUTURE PERFORMANCE.
- (s) There are various risks you assume in relying on the Content of the Site:
- (i) The Content speaks only as of the date indicated, if any;
  - (ii) We make reasonable efforts to provide accurate Content, but at times we may not promptly update or correct the Site even if we are aware it is inaccurate, outdated, or otherwise inappropriate;
  - (iii) We may change all or any portion of the Site at any time without notice to you;
  - (iv) We do not endorse any opinion or the accuracy of facts or other Content contributed by any third party;
  - (v) You agree we are not liable for any action you take or decision you make in reliance on any Content;
  - (vi) Bittrex Global is not liable for any problems or issues the Underlying Technology may experience or any impact those problems or issues may have;

- (vii) All or any portion of the Site may not be available and may not function properly at any time;
- (viii) We make reasonable efforts and employ appropriate safeguards to avoid technological problems, but at any time, the Site may have and may cause technological problems such as viruses and other damaging computer programming routines or engines;
- (ix) We take reasonable security precautions when using the Internet, telephone, or other means to transport data or other communications, but we disclaim liability for any interception of data or communications;
- (x) We are not liable for damage or injury caused by the performance or failure of performance of all or any portion of the Site; and
- (xi) We are not liable for any defects, delays, or errors in or resulting from your use of the Site.

4.2 In case of a standard Hosted Wallet (as defined below), you do not have a claim in rem to the Token(s) in that Hosted Wallet. You transfer your right of disposal of this Tokens to Bittrex Global. Such tokens are in the inventory of Bittrex Global at the point of transfer, and Bittrex Global can freely dispose of them. You only have a contractual right to receive the same number of Tokens of the same quality and grade. Therefore, there is a risk in case of bankruptcy of Bittrex Global you do not have a claim for separation or segregation of your Token, but only a contractual claim, which you must register in a liquidation or bankruptcy proceeding and will probably receive only a fraction of the value of your Token. Tokens are held by Bittrex Global in accordance with the requirements of DABA, and applicable ancillary regulations, statements of principles, codes of conduct and guidance notes promulgated by the Bermuda Monetary Authority.

4.3 The risks described in this Section 4 may result in loss of Tokens, decrease in or loss of all value for Tokens, inability to access or transfer Tokens, inability to trade Tokens, inability to receive financial benefits available to other Token holders, and other financial losses to you. You hereby acknowledge and agree that these risks fall outside the sphere which may be influenced by actions of Bittrex Global. Therefore, Bittrex Global will have no responsibility or liability for any such risks.

- 4.4 You represent and warrant that you have: (a) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Tokens that you decide to acquire or trade; and (b) the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of any Token you may purchase, sell, or trade. You accept the risk of trading Tokens by using the Services, and are responsible for conducting your own independent analysis of the risks specific to the Tokens and the Services. You should not acquire or trade any Tokens unless you have sufficient financial resources and can afford to lose your complete investment and all value of the Tokens.
- 4.5 Bittrex Global's decision to support the transfer, storage or trading of any particular Token through the Services does not indicate Bittrex Global's approval or disapproval of the Token, the Token Properties or the integrity, security or operation of the Token or its Underlying Technology. The risks associated with Tokens and trading Tokens apply notwithstanding Bittrex Global's decision to support the transfer, storage or trading of a particular Token. Further, any information provided by Bittrex Global about a particular Token, including but not limited to customer support articles, blogs, social media posts, or links to news articles or other content, does not constitute trading advice, investment advice or an endorsement of that Token. Bittrex Global does not provide trading advice or investment advice, does not have any fiduciary duty to you or any other User and does not make any warranty about the suitability of any Token for trading or ownership by you. Bittrex Global encourages you to seek independent advice from a financial advisor or other qualified independent third party if you have any doubts. You should conduct due diligence before deciding whether to transact in a particular Token.

## **5. PRIVACY POLICY**

- 5.1 Please refer to the [downloadable and printable privacy policies of Bittrex Global](#) accessible on the Site for information about how Bittrex Global collects, uses, and shares your information.

## **6. ACCOUNT FUNDING; TRANSFERS**

### **6.1 Initial Account Funding**

In order to engage in a Trade (as defined below) you must first (after the completion of the onboarding process according to Section 3 above) fund your Bittrex Global

Account either by transferring Tokens that are supported by the Services to your Bittrex Global Account or by funding your account with fiat by purchasing a Bittrex Token (see Section 7.9 below).

The Services associated with your Bittrex Global Account include a wallet service provided by Bittrex Global (“Hosted Wallet”). The Hosted Wallet will permit you to generate one or more addresses to which Tokens may be transferred from an account, wallet or address not hosted or controlled by Bittrex Global (“External Account”). Bittrex Global may require that you verify your control over an External Account or satisfy other verification or screening requirements prior to enabling transfers between the applicable External Account and your Hosted Wallet (any such External Account, an “Approved External Account”).

## 6.2 Custody

Bittrex Global offers two options for the Hosted Wallet: standard and enhanced. Unless you apply, are qualified, and are approved to make use of an enhanced Hosted Wallet, your Tokens will be held in a standard Hosted Wallet. Once placed into a standard Hosted Wallet, the legal title to your Tokens transfers to Bittrex Global in consideration for a contractual right to receive the same number of Tokens of the same type, quality and grade (subject to your own trading activities). Tokens are held by Bittrex Global in accordance with the requirements of Bermuda’s Digital Asset Business Act 2018, as amended (“DABA”), and applicable ancillary regulations, statements of principles, codes of conduct and guidance notes promulgated by the Bermuda Monetary Authority.

### (a) Standard Hosted Wallets

In the case of a standard Hosted Wallet, you transfer legal title of the Token to Bittrex Global in consideration for a contractual right to receive the same number of Tokens of the same type, quality and grade (subject to your own trading activities). Bittrex Global therefore legally becomes the owner of the Token and issues a contractual claim for the Token transferred to Bittrex Global to you. This claim will be displayed in your Bittrex Global Account. Tokens are held by Bittrex Global in accordance with the requirements of DABA, and applicable ancillary regulations, statements of principles, codes of conduct and guidance notes promulgated by the Bermuda Monetary Authority.

Bittrex Global is obliged to release / issue the equivalent number of Tokens of the same type, quality and grade (subject to your own trading activities) to you upon your request (i.e. to return the Token to you when you make a withdrawal request). However, as you do not have a claim in rem for a specific Token, Bittrex Global may issue any Token of the same quantity and quality to you (e.g. if you have transferred 1 BTC to Bittrex Global, you have a contractual claim against Bittrex Global for 1 BTC, and not necessarily the specific 1 BTC you transferred).

(b) Enhanced Hosted Wallets

In the case of an enhanced Hosted Wallet, you transfer the Token, but not the ownership (including the right of disposal) of the Token to Bittrex Global. Bittrex Global becomes, therefore, legally not the owner, but a custodian of the Token. You have a claim in rem for this specific Token (e.g. if you have transferred 1 BTC to Bittrex Global, you have a claim in rem against Bittrex Global for this specific 1 BTC in your Hosted Wallet, and not any other BTC of the same quality and quantity). Tokens held in enhanced Hosted Wallets are subject to the Bermuda Monetary Authority Digital Asset Custody Code of Practice (May 2019) (as the same may be amended or replaced by the Bermuda Monetary Authority from time to time). Bittrex Global may, at its discretion, charge a fee, payable in fiat, for the provision of enhanced Hosted Wallets. A schedule of any such fees will be published by Bittrex Global on the Site.

6.3 Account Funding

You may periodically at your discretion transfer from an Approved External Account to your Hosted Wallet any Tokens that are supported for transfer and storage using the Services. If you transfer to your Hosted Wallet any Tokens that are not supported by the Services, such Tokens may be permanently lost. You may periodically at your discretion transfer fiat currencies that are supported by the Services from an Approved External Account to your Bittrex Global Account to purchase Bittrex Token (see Section 7.9 below) which may be used for the Services. Whenever these Terms refer to fiat currency in your Bittrex Global Account, this refers explicitly and exclusively to the Bittrex Token (see Section 7.9 below) which may be used for the Services. You will not be entitled to receive any interest or other fees on any Tokens held in your Hosted Wallet (whether held in a standard or enhanced Hosted Wallet)



or fiat currency (represented as Bittrex Tokens) held in your Bittrex Global Account, even if Bittrex Global receives interest or other fees from any third parties.

#### 6.4 Withdrawals

You are required to retain in your Hosted Wallet a sufficient quantity of Tokens and in your Bittrex Global Account a sufficient quantity of Bittrex Token necessary to satisfy any open Orders (as defined below) (and applicable Bittrex Global fees). In addition, there may be (a) limits on the amounts that you are able to withdraw on a daily or other periodic basis, (b) limits on the amount or timing of withdrawals made shortly after funding your Hosted Wallet or Bittrex Global Account, or (c) limits based on risk mitigation, fraud prevention and other security protocols implemented by Bittrex Global. Otherwise, you may periodically at your discretion withdraw Tokens by transferring Tokens from your Hosted Wallet to an address not hosted or controlled by Bittrex Global (“External Address”). Bittrex Global may, at its own discretion, require you to verify any External Address to which you seek to transfer Tokens. You hereby authorise Bittrex Global to use your Hosted Wallet to send to any External Address specified by you using the Services, the number of Tokens specified by you using the Services. Bittrex Global may not be able to and has no responsibility to reverse any transfers and will not have any responsibility or liability if you have instructed Bittrex Global to send Tokens to an address that is incorrect, improperly formatted, erroneous, intended for a different type of Token or the recipient of the Token (owner of that address) does not act as intended (e.g. a scam platform).

#### 6.5 Prohibited Transfers

You will not attempt or cause an inbound or outbound transfer of Tokens to or from Bittrex Global where you have reason to know or know that any person or entity involved in the transfer, whether directly or indirectly, is on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List, or if they are restricted or prohibited from engaging in any type of trading by the European Union, Hong Kong Monetary Authority, Hong Kong Customs and Excise Department, Office of Foreign Asset Control, Bermuda Monetary Authority, or any other administrative law enforcement agency, including but not limited to the following persons or entities: (1) the originator of the transfer, (2) the recipient of the transfer, and/or (3) the Token exchange, hosted wallet service provider, bank, or other financial institution involved in the transfer.

## 6.6 Other Terms Applicable to Transfers

You will be responsible for:

- (a) paying all fees charged by any third party service provider associated with any External Account or External Address as well as for paying any fees charged by Bittrex Global for any transfers;
- (b) ensuring that any inbound and outbound transfers are handled in compliance with Bittrex Global requirements, third party service provider requirements or Token requirements;
- (c) ensuring that the address to which any Tokens are to be transferred is properly formatted and suitable for the type of Token being transferred; and
- (d) ensuring that there are no errors in any of the transfer instructions you provide using the Services. In the event you fail to comply with any requirements of this Section 6.6, the transferred Tokens may be permanently lost. The timing for completing any transfer will depend on third party actions that are outside the control of Bittrex Global and Bittrex Global makes no guarantee regarding the amount of time it may take to complete any transfer. Bittrex Global may cancel or reverse transfers, impose limits on the amount of any inbound or outbound transfers, or suspend or terminate the ability to transfer Tokens into or out of your Hosted Wallet or otherwise use other Services, in order to comply with applicable laws or regulations, a subpoena or other order from law enforcement or other governmental authority, if Bittrex Global reasonably believes a transaction error has occurred, or otherwise at Bittrex Global's discretion for security or other appropriate reasons. In the event your transfer is cancelled or reversed, Bittrex Global has no obligation to allow you to perform a substitute transfer or to compensate you for any related losses, unrealised gains, liability, damages, expenses or any other harm.

If your payment fails in whole or part due to insufficient funds or if you reverse a transfer from your bank account, you authorise Bittrex Global to cancel the transfer or complete it by debiting your Hosted Wallet, Bittrex Global Account, or External Accounts. In doing so, Bittrex Global also may convert assets in your Hosted Wallet

or Bittrex Global Account at the prevailing exchange rate available and displayed on the Site in order to satisfy any debts that you may owe to Bittrex Global as a result of failed payments or transfers. You are responsible for any non-sufficient funds, overdraft, or other fees charged by your payment provider.

## **7. EXCHANGE ORDERS AND TRADES**

### **7.1 Orders; Fees**

A “Trade” is an exchange of Tokens for which trading is supported on the Services. Trades are executed against other Users of the Services whereby you dispose of certain Tokens and acquire different Tokens (see Section 7.4 below).

An “Order” is created when you enter an instruction to effect a Trade using the Services. When you enter an Order you authorise Bittrex Global to execute a Trade on a spot basis for all or a portion of the number of Tokens specified in your Order in accordance with such Order. You agree to pay Bittrex Global any applicable fees for Trades and authorise Bittrex Global to deduct any such fees from your Hosted Wallet.

### **7.2 No Broker or Fiduciary Relationship**

Other than in respect of Exchange Offerings, Bittrex Global is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any Trades or other decisions or activities effected by you using the Services. No communication or information provided to you by Bittrex Global is intended as, or shall be considered or construed as, advice. Please refer to Section 4 for a summary of some of the risks you should consider when choosing whether to use our Services.

### **7.3 Order Confirmation**

Before an Order is placed, the Services will generate and display a confirmation dialogue box summarising the details of the proposed transaction, including type and amount of Tokens you are seeking to dispose of, the type and amount of Tokens that you are willing to accept in exchange for other Tokens you are seeking to dispose of, Bittrex Global’s estimated fees if the entire Order were to be executed, and the total number and type of Tokens that will be transferred out of your Hosted Wallet or Bittrex Global Account if the entire Order were to be executed. Your Order will be placed upon confirmation of the Order summary via the Services.

Notwithstanding the foregoing, you agree that the failure of the Services to provide such Order summary or confirmation shall not prejudice or invalidate any Order submitted by you or any Trade completed based on such Order.

#### 7.4 Order Matching and Trade Execution

Upon placement of an Order, your Bittrex Global Account will be updated to reflect the open Order and your Order will be included in Bittrex Global's order book for matching with corresponding Orders. If all or a portion of your Order is matched with another Order, the Services will execute a Trade. Upon execution of a Trade, your Bittrex Global Account will be updated to reflect that the Order has either been closed due to having been fully executed, or updated to reflect any partial fulfilment of the Order. Orders will remain open until fully executed or cancelled in accordance with Section 7.5 below. For purposes of effectuating a Trade, you authorise Bittrex Global to take temporary control of the Tokens that you are disposing of in the Trade.

Trades of Tokens are initiated by Users and are executed on a multilateral basis. Bittrex Global matches the buying and selling interests of Users with regard to Tokens at its own discretion. There are essentially two ways on how a Trade is finalised and settled:

##### (a) Novation of the Claim

In the case of Tokens in a standard Hosted Wallet, you have a contractual claim for the Token you have transferred to Bittrex Global (e.g. 1 BTC). In order to effect a trade, the steps are as follows: (i) you place an Order according to Section 7.1 above; (ii) Bittrex Global checks if your Order fits to a corresponding Order of another User (who uses the standard Hosted Wallet) at its own discretion in accordance with Bittrex Global's liquidity management; and (iii) you agree with Bittrex Global to change your claim for your current Token (which you want to trade) to the claim for another Token (e.g. in case you want to exchange 1 BTC for 30 ETH, after the Trade you will have a contractual claim for 30 ETH instead of a contractual claim for 1 BTC). In this case, you receive a new claim against Bittrex Global by way of novation. The settlement reflecting the new contractual claim will be displayed in your Bittrex Global Account.

(b) Matched Trading

In the case of Tokens in an enhanced Hosted Wallet, Bittrex Global keeps the Token for you as custodian. For matched trading Bittrex Global does not act as your counterparty, but conducts matching of interests of Users' buy and sell Orders with regard to Tokens. In order to effect a Trade, the steps are as follows: (i) you place an order according to Section 7.1 above; (ii) Bittrex Global matches your Order with a corresponding Order of another User at its own discretion; and (iii) the Tokens are exchanged on-chain between you and the other User and Bittrex Global facilitates the settlement of the respective Trade with regard to Tokens of Users. Therefore, after the Trade you are the owner of the traded Token, which will be kept in your enhanced Hosted Wallet. Settlement is initiated using proprietary software and the settlement is reflected in the User's accounts. The settlement is reflected in your Bittrex Global Account.

Bittrex Global trades its own corporate assets on the Bittrex Global Platform, Periodically, as an accommodation to customers in low liquidity markets, Bittrex Global also will act as a principal in certain transactions to effectuate trader placed Orders that have gone unfulfilled for a certain period of time. In any of these transactions, Bittrex Global does not have any special priority and is subject to the same pricing and timing as all other Trades. These transactions are conducted based only on market data and with no access to inside information. Bittrex Global does not engage in any front running.

7.5 Cancellations

You may only cancel an Order initiated via the Services if such cancellation occurs before your Order has been matched with an Order from another User. Once your Order has been matched with an Order from another User, you may not change, withdraw, or cancel your authorisation for Bittrex Global to complete such Order. If any Order has been partially matched, you may cancel the unmatched portion of the Order unless and until the unmatched portion has been matched. Bittrex Global reserves the right to refuse any cancellation request associated with a market Order after you have submitted such Order.

#### 7.6 Insufficient Tokens and Debts Owed to Bittrex Global

If you have an insufficient amount of Tokens in your Hosted Wallet to fulfil an Order, Bittrex Global may cancel the entire Order or may fulfil a partial Order that can be covered by the Tokens in your Hosted Wallet (after deducting any fees payable to Bittrex Global in connection with the Trade). Further, Bittrex Global reserves the right to debit your Hosted Wallet and/or withhold Tokens you transfer to or from your Hosted Wallet to satisfy any unpaid debts owed to Bittrex Global.

#### 7.7 Exchange Offerings

Bittrex Global may provide you with access to exchange offerings by third parties, including Bittrex Global Liechtenstein, ("Exchange Offerings") of tokens ("Exchange Tokens"). You participate in an Exchange Offering by pre-ordering the offered Exchange Tokens by way of placing an instruction to authorise Bittrex Global as principal to purchase the relevant Exchange Tokens from the third party offeror set out in the instruction corresponding to the amount of Tokens you wish to exchange. Your instruction will be irrevocable at the point in time set in relation to such Exchange Offering. Once purchased by Bittrex Global, the relevant amount of offered Exchange Tokens will be credited to your Hosted Wallet in accordance with these Terms of Services, including the remainder of this Section 7 (excluding Sections 7.4 and 7.5) to the extent not inconsistent with this Section 7.7.

#### 7.8 Geographical Access; Restricted Products

Products offered by Bittrex Global are only available to Users in countries where they are permitted to be offered. In particular, restrictions apply in relation to products that constitute "securities", "financial instruments" or other designated, regulated or restricted products in one or more jurisdiction ("**Restricted Products**"). Users in any such jurisdiction may not trade or otherwise access any Restricted Product, and may be automatically blocked from accessing, trading, or viewing such products.

In particular (but without limitation), Users in the EEA, UK and Switzerland are not permitted to access or trade in any tokens that constitute "financial instruments" under applicable law in such jurisdictions.

If you are a User in an unsupported jurisdiction in respect of a Restricted Product, you accept and agree that you shall not attempt to access, trade in or otherwise

engage in any such Restricted Product. A breach of this restriction constitutes a breach of this Agreement and Bittrex Global may at its sole discretion terminate your Bittrex Global Account in accordance with Section 13 of these Terms.

Bittrex Global does not offer products or services to any of persons falling under the restrictions set out in Section 2 of these Terms, and no person falling under the restrictions set out therein may procure or attempt to procure any products or services of any kind from Bittrex Global.

#### 7.9 Bittrex Token Ledger Entries

In order to facilitate trading activities, and purely for activities relating to trading on the Bittrex Global Trading Platform, Bittrex Global makes available “Bittrex Tokens”, which are ledger entries reflecting amounts available (i.e. representations of fiat money in the currency and for the price displayed on the Site) for trading on the Bittrex Global Trading Platform.

In order to affect a purchase of Bittrex Token, a User transfers fiat currency, which is accepted by Bittrex Global, to the account disclosed by Bittrex Global. In turn (step-by-step, once the fiat money arrives at the designated account of Bittrex Global) the User acquires a claim against Bittrex Global denominated in Bittrex Token to use its Services. There is no contractual right to redeem the monetary value (fiat money/purchase price) transferred as consideration for the purchase of Bittrex Token.

The Bittrex Token constitutes digital contents and neither represents any participation in Bittrex Global, nor any monetary claim against Bittrex Global.

For the avoidance of doubt, Bittrex Tokens are solely ledger entries and can only be used for Services on the Platform, and should not be considered to be tokens in any other sense, such as being tradeable outside the Platform. You, as the purchaser of the Bittrex Token bear the economic risk with regard to volatility and market development of the Bittrex Token. Therefore, you bear the sole responsibility of a decrease or increase of value of the Bittrex Token. If you wish to sell a Bittrex Token, you may not be able to sell such Bittrex Token, or not at a reasonable price, or not at a price that is at least equal to the capital you have invested to purchase such Bittrex Token. There is no guarantee that a market for trading Bittrex Tokens will actually develop or remain. The valuation of a Bittrex Token may be difficult and extremely volatile.

## **8. RIGHT OF WITHDRAWAL**

8.1 THE USER HEREBY DECLARES THEIR EXPRESS CONSENT THAT, UNDER THE BITTREX TRADING SYSTEMS, BITTREX GLOBAL SHALL IN EVERY CASE BE PERMITTED TO PERFORM ANY AGREED EXCHANGE OF TOKENS OR PERFORMANCE OF ANY OTHER AGREED CONSIDERATION IN A TIMELY FASHION. THE USER TAKES NOTE OF AND ACKNOWLEDGES AND AGREES TO THEIR LOSS OF THE RIGHT OF WITHDRAWAL OWING TO TIMELY FULFILLMENT OF THE TERMS “TRADING OF TOKENS; CREDITING OF TOKENS AND PROVISION OF TOKENS AS COLLATERAL”, AS DESCRIBED ABOVE. BITTREX GLOBAL SHALL TRANSMIT A COPY OR CONFIRMATION OF CONCLUSION OF THE CONTRACT WITH THE USER TO THE USER’S ACCOUNT. THE USER HEREBY GIVES APPROVAL FOR THIS PROCEDURE.

### 8.2 Other Services

The User may withdraw from any other Service not previously mentioned in this section (including, providing and hosting the Site, the Bittrex Global Account, the Hosted Wallet, mobile applications or any application programming interface provided by Bittrex Global relating to the Site) without giving any reason within fourteen (14) days of concluding of these Terms. To exercise the right of withdrawal from these Services, the User must notify Bittrex Global by means of a clear statement in written form (including, but not limited to, a letter sent by post, fax or e-mail). It is sufficient for the User to send the notification of exercise of their right of withdrawal before the expiry of the withdrawal period.

In case of withdrawal from these Services both parties must reverse their respective consideration, which has been given to conclude these Services including interest.

Conclusion of contract takes place after acceptance of these Terms by both parties and the provision of a link to a permanently printable copy of the accepted Terms to the User via their previously disclosed email address.

## **9. BITTREX CREDITS**

### 9.1 The Bittrex Credits Program; Earning Bittrex Credits

Bittrex Credits is a loyalty program offered by Bittrex Global to its Users (the “Bittrex Credits Program”) through which Users may accrue credits (“Bittrex Credits”). The Bittrex Credits Program is open to all Bittrex Global Users. Bittrex Credits have no



cash value and cannot be removed from the Site. Bittrex Credits may also not be redeemed with Bittrex Global in return for cash. Bittrex Global may allow you to earn Bittrex Credits based on the value of commissions you pay for trading on the Bittrex Global Trading Platform at the rate of one (1) Bittrex Credit for each unit of Token with a value equivalent to one dollar (USD \$1.00) you pay on commissions for Orders. Bittrex Credits are earned at the time an eligible Order is processed by Bittrex Global. Generally, Bittrex Credits are automatically added to your Bittrex Global Account within twenty-four (24) hours of when you earned them. You may view your balance of Bittrex Credits on your “Wallets” page within your Bittrex Global Account. From time to time, we may conduct special promotions and offer individuals or specific Users the ability to receive Bittrex Credits. The details of any such promotion, including a description of the conduct required, the number of Bittrex Credits available and the expiration date of such Bittrex Credits, will be in the terms and conditions communicated to the eligible Users set forth on the Site or by email or in another communication from Bittrex Global.

## 9.2 Using Bittrex Credits

Bittrex Credits are redeemable for certain potential rewards within the Site (“Redemption Rewards”). Bittrex Global may offer Redemption Rewards on the Site in exchange for a certain number of accrued Bittrex Credits. Such Redemption Rewards include commission-free Trades after you accumulate a sufficient amount of Bittrex Credits to cover the entire commission for the Order. The Redemption Rewards available and the number of Bittrex Credits required for redemption of a Redemption Reward will be displayed on the Site, including any additional terms and conditions associated with such Redemption Reward, and may vary at Bittrex Global’s sole discretion. Bittrex Global may also modify the number of Bittrex Credits required for redemption or limit, change, or cancel the number, value or type of rewards or Redemption Rewards offered. All redemptions are final.

## 9.3 Expiration of Bittrex Credits

Bittrex Credits are non-transferrable and may not be combined or merged with any other User’s Bittrex Global Account. Bittrex Credits accrued in your Bittrex Global Account shall be maintained in such account until they are converted into a Redemption Reward or until they expire, whichever occurs first. You must have Account Activity (defined below) every twelve (12) months in order to retain your Bittrex Credits. If your Bittrex Global Account has no Account Activity in any 12-

month period, all Bittrex Credits in your Bittrex Global Account will expire. Bittrex Global may, but shall have no obligation to, send you a notification of Bittrex Credits nearing expiration. "Account Activity" shall be deemed to occur when you either (a) accrue Bittrex Credits in your Bittrex Global Account in any manner recognised by the Bittrex Credits Program, or (b) redeem any Redemption Reward.

#### 9.4 Additional Terms

Subject to any termination right as stipulated under the provisions on changes, suspension and termination of these Terms, the Bittrex Credits Program may also in whole or in part be terminated at Bittrex Global's discretion without liability to you at any time.

### 10. GENERAL SERVICE TERMS

#### 10.1 Conditions and Restrictions

Bittrex Global may, at any time and at its sole discretion, refuse any transfer request, Order or other transaction request submitted via the Services, impose limits on the amounts of transfers or Trades that can be completed on a daily or other periodic basis or impose any other conditions or restrictions upon your use of the Services, without prior notice. For example, Bittrex Global may: (a) limit the number of open Orders that you can establish via the Services; (b) restrict transaction requests from certain locations; or (c) restrict withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if Bittrex Global receives reasonable notice that your ownership of some or all of the Tokens in your Bittrex Global Account is in dispute.

#### 10.2 Accuracy of Information

You must provide any information required by any screen displayed within the Services. You represent and warrant that all information you provide via the Services is accurate and complete in all respects.

#### 10.3 Support for Tokens

Bittrex Global retains the right, at its sole discretion, to determine whether to support the transfer, storage or trading of any Token using the Services, and may discontinue or terminate any support for any Token at any time for any or no reason. Unless otherwise required by law or law enforcement, Bittrex Global will make

reasonable efforts to notify you of its decision to cease the support of a Token. If Bittrex Global ceases to support the transfer or storage of a particular Token using the Services, Bittrex Global will use commercially reasonable efforts to notify you at least thirty (30) days prior so as to afford you with an opportunity to transfer the affected Token from your Hosted Wallet to an External Address. If you do not transfer the affected Token out of your Hosted Wallet prior to cessation of support for the Token by Bittrex Global, the Token may be lost due to your inability to access, transfer or otherwise control the Token and Bittrex Global may at its discretion charge a fee, payable in the Token stored, for storing your unsupported Token. A schedule of any such fees will be published by Bittrex Global on the Site. Similarly, any pending Orders or related transfers involving the affected Token will not be processed and will be deemed null and void once Bittrex Global ceases to support a Token. You acknowledge and agree that Bittrex Global will not be liable to you for any losses, unrealised gains, liability, damages, expenses or other harm related to its decision to cease any support for any Token.

#### 10.4 Derivative Protocols

Unless Bittrex Global notifies you or makes a public statement to the contrary, Bittrex Global does not support Derivative Protocols and you should not use your Bittrex Global Account to attempt to transfer, store, trade or engage in any other type of transaction involving a Derivative Protocol. Bittrex Global will have no responsibility or liability whatsoever in respect to any Derivative Protocol.

#### 10.5 Compliance with Law; Taxes

You are responsible for complying with all applicable laws related to your trading activities and other use of the Services, including without limitation any reporting obligations and payment of all applicable taxes. You will determine what, if any, taxes apply to the Trades and any other transactions that you complete via the Services, and it is your responsibility to withhold, collect, report, and remit the correct tax to the appropriate tax authority. Bittrex Global is not responsible for determining whether taxes apply to your Trades or for collecting, reporting, withholding, or remitting any taxes arising from any Trades. No communication or information provided to you by Bittrex Global is intended as, or shall be considered or construed as, legal or tax advice.

#### 10.6 AML/KYC Compliance

Bittrex Global maintains internal anti-money laundering and know your customer compliance programs (“AML/KYC Programs”). Each of these AML/KYC Programs is a risk-based program founded on requirements of the Bermuda Monetary Authority, other anti-money laundering laws and implementing regulations, and guidance promulgated by the Financial Action Task Force. Each of these AML/KYC Programs, including the procedures that Bittrex Global uses to verify its customers’ identities, may be updated from time-to-time.

#### 10.7 Error Correction Attempts

Bittrex Global may, at its option and discretion, attempt to correct, reverse or cancel any Order, Trade or transfer with respect to which Bittrex Global has discovered that there was an error, whether such error was made by you, Bittrex Global or a third party. You hereby authorise Bittrex Global to attempt any such correction, reversal or cancellation described in the preceding sentence. Bittrex Global provides no guarantee or warranty that any such attempt will be successful and will have no responsibility or liability for the error or any correction attempt.

#### 10.8 Unclaimed Property

Governmental entities may require Bittrex Global to liquidate Tokens in your Bittrex Global Account into fiat currency and turn over the proceeds pursuant to subpoena, receivership, court order, or other government order. You agree that Bittrex Global will not have responsibility or liability for any losses, unrealised gains, liability, damages, expenses, or other harm that you may incur in connection with Bittrex Global turning over Tokens, or liquidating Tokens and turning over fiat currency, to the applicable government entity in such instances.

#### 10.9 Property Disputes

If Bittrex Global receives notice that any Tokens held in your Hosted Wallet are alleged to have been stolen or otherwise are not lawfully possessed by you, Bittrex Global may, but has no obligation to, place an administrative hold on the affected Tokens or your Hosted Wallet. If Bittrex Global does place an administrative hold on some or all of your Tokens, Bittrex Global may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to Bittrex Global has been provided to Bittrex Global in a form acceptable to Bittrex

Global. Bittrex Global will not involve itself in any such dispute or the resolution of the dispute. You agree that Bittrex Global will have no liability or responsibility for any such hold, or for your inability to withdraw Tokens or execute Trades during the period of any such hold.

#### 10.10 Token Promotions

You are responsible for doing all things and taking all actions necessary to enable or receive financial or other benefits made available to Token holders. For example, and without limitation, if new or additional Tokens are provided (whether by “airdrop” or other means) to holders of a Token, it would be your responsibility to claim the Tokens and to designate the wallet address for such Tokens to be delivered. Bittrex Global has no responsibility to enable, facilitate or help with claiming or receiving any such Tokens or other benefits. For more information, please see our FAQs available on the Site.

#### 10.11 Potential Conflicts of Interest

You acknowledge and agree that Bittrex Global and its affiliates, shareholders, principals, directors, officers, employees, and representatives or their respective affiliates (collectively, “Related Parties”) may directly or indirectly engage in transactions in Tokens and/or use the Services for themselves. You acknowledge and agree that Bittrex Global and its Related Parties may have potential conflicts of interest, including those related to transactions in specific Tokens and Bittrex Global’s decisions about the level of Services provided to any particular Token. To the extent permitted by law, you hereby waive any claim against Bittrex Global or its Related Parties alleging breach of fiduciary duties, conflict of interest, or other similar cause of action, relating to, in connection with, or arising out of Bittrex and/or its Related Parties controlling, owning, borrowing, lending, and/or trading in Tokens.

#### 10.12 Unacceptable Use or Conduct

You will not:

- (a) violate any law, regulation, contract, intellectual property or other third-party right, or commit a tort while using the Services;
- (b) use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the Services,

or that could damage, disable, overburden, or impair the functioning of the Services in any manner;

- (c) engage in any type of market manipulation. Market manipulation activities include, but are not limited to, pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing and layering, regardless of whether it is prohibited by law;
- (d) use the Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- (e) use any robot, spider, crawler, scraper, or other automated means or interface not provided by Bittrex Global to access the Services or to extract data;
- (f) use or attempt to use another User's account without authorisation;
- (g) attempt to circumvent any content filtering techniques Bittrex Global employs, or attempt to access any service or area of the Services that you are not authorised to access, or attempt to access the Services from any location or jurisdiction in which you are prohibited from accessing the Services;
- (h) introduce to the Services any malware, virus, trojan worms, logic bombs, or other harmful material;
- (i) develop any third-party applications that interact with our Services without our prior written consent, or unless otherwise agreed;
- (j) provide false, inaccurate, or misleading information;
- (k) post content or communications that are, at Bittrex Global's sole discretion, libellous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;

- (l) post content containing unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages or User Content (as defined below) designed to deceive or trick a User of the Service;
- (m) post content containing private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- (n) promote, offer, use or otherwise exploit the Services or use or otherwise exploit any data related thereto in connection with the formation, operation or offering of any index fund or similar product or any data package or similar product or any other derivative product utilising the Site or the Services; or
- (o) encourage or induce any third party to engage in any of the activities prohibited under this Section.

#### 10.13 Deposit Address Abandonment

Bittrex Global reserves the right to terminate any deposit address provided to you in conjunction with your Hosted Wallet should you not use the Services for a period of eighteen (18) months. Bittrex Global will use commercially reasonable efforts to inform you of the pending termination of your assigned deposit address at least twenty-one (21) days prior to terminating your access. You acknowledge and agree that Bittrex Global may reclaim the deposit address and provide it for use by other Bittrex Global customers or relinquish the deposit address altogether and that you will have no claim whatsoever to any funds sent to the deposit address after Bittrex Global terminates your access. You further acknowledge and agree that it is your responsibility to notify any existing or potential counterparties that such deposit address is no longer in your possession or control, and make alternative arrangements to complete any transfers.

#### 10.14 Bittrex Global Account Upon User Death

In the event of your death, you authorise Bittrex Global to make any necessary enquiries to confirm your death and evaluate any claims to your Bittrex Global Account. Bittrex Global may request documentation to determine, at its sole discretion, whether a claimant is entitled to the funds in your Bittrex Global Account upon your death, including but not limited to: a death certificate, marriage certificate,

power of attorney, will, trust, or probate certificate, or an order from a court having jurisdiction over your estate. The claimant on your account is responsible for providing any requested documents, including providing translations of any non-English language legal documentation. Bittrex Global's efforts to confirm your death and the claimant's legal entitlement to your account can take a significant amount of time.

## **11. STAKING**

Bittrex Global may, subject to applicable laws, provide you with the ability to stake a certain Token you hold in your Hosted Wallet. Bittrex Global may enable, disable, suspend or otherwise condition (whether in terms of eligibility or otherwise) its staking services at any time for any reason (or no reason) in order to comply with applicable laws or regulatory requirements. Please review the "Staking Demystified" article available on the Site for a more detailed explanation of the purpose and mechanics of proof of staking. The rewards you may receive for participating in staking will depend in part upon the protocols of the applicable Token. Bittrex Global and any third-party staking service arranged by Bittrex Global may further deduct fees from your rewards. The rewards disclosed by Bittrex Global for a particular Token at the time you opt into staking are only an estimate, that estimate may vary over time, and the actual amount of rewards that you receive may differ from the estimate. Bittrex Global does not guarantee that you will receive a certain amount of staking rewards or any staking rewards whatsoever. In the event that you do not qualify or meet the requirements for staking, or do not claim any rewards within the relevant time-period, Bittrex Global may, in the case of Tokens held in a standard Hosted Wallet, claim such rewards instead.

## **12. FEES**

You agree to pay Bittrex Global the fees described below and on the fee schedule posted on the Site (as may be changed from time to time by Bittrex Global at its sole discretion, the "Fee Schedule").

- 12.1 Trades – Trade fees are calculated by taking the amount\*purchase price\*fee schedule. Any portion of an Order that has not executed, will be refunded fully upon the cancellation of the Order. Bittrex Global may also provide discounts on trading for specific Tokens or markets through various promotional or discounting events, including through its Bittrex Credits Program.



- 12.2 Deposits – There are no fees for funding your Hosted Wallet or Bittrex Global Account. Please be aware that some Tokens require us to move your funds to another address before we credit them. This means the Token’s network will charge you the normal transaction fee for this send. This is not something we can avoid.
- 12.3 Withdraws – Our intention is to not make any profits on withdraws. However, each coin has a network transfer fee that is built into the coin. This means that we must charge a small amount to cover this fee. You can view the fee for each coin by clicking the withdraw button next to the coin to bring up the withdraw window which shows the network fee.
- 12.4 Storage – Storage fees are charged in case of the storage of unsupported Tokens pursuant to Section 10.3 and/or in the case of a termination pursuant to Section 13.3 in each case at the rate published by Bittrex Global on the Site from time to time.
- 12.5 Enhanced Hosted Wallet – Monthly fees may be charged by Bittrex Global for the provision of enhanced Hosted Wallets if you apply for and are granted an enhanced Hosted Wallet. The enhanced Hosted Wallet fees will be calculated in fiat and will be automatically deducted at the beginning of each month (for the ensuing month) from the Hosted Wallet. In the event that there are insufficient funds in the Hosted Wallet to cover that month’s fees, Bittrex Global will notify you of that fact. If there are insufficient funds in the Hosted Wallet for two consecutive months, the enhanced Hosted Wallet will automatically, and without further action by or notice to you, be downgraded to a standard Hosted Wallet at Bittrex Global’s absolute discretion at any time following the date on which the second month’s fees were due.

You authorise Bittrex Global to remove Tokens from your Hosted Wallet for any applicable fees owed by you under these Terms.

### **13. CHANGES; SUSPENSION; TERMINATION**

#### 13.1 Changes to Services

Bittrex Global may, at its discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of any Services.

#### 13.2 Suspension or Termination of Services and Limitation of Liability

You hereby acknowledge and agree that your right to use the Bittrex Global Trading Platform and all Services is limited by these Terms, and, if you violate them or if, at any point, you do not agree to any of the Terms set forth herein, your right to use the Services shall immediately terminate, and you shall immediately refrain from using the Services. Any use of the Services that violates these Terms is strictly prohibited and can, at Bittrex Global's sole discretion, result in the immediate revocation of your limited rights granted by these Terms.

Any such actions, including the termination of your rights to use the Services, may be applied by Bittrex Global permanently or temporarily. In such an event, Bittrex Global may terminate access to the Services. Upon termination of your Bittrex Global Account, your Bittrex Global Account login credentials for the Services may not be preserved and it may not be possible to reinstate them. Bittrex Global is under no obligation to compensate you for any losses, unrealised gains, liability, damages, expenses or other harm of any kind whatsoever resulting from the cessation of Services as set forth hereinabove, unless the damages are due to a grossly negligent or intentional breach of duties by Bittrex Global, and you hereby irrevocably waive any demand or claim regarding the above. On no account is Bittrex Global under obligation to compensate you for any losses, unrealised gains, liability, damages, expenses or other harm due to missed Trades.

Notwithstanding the foregoing, you acknowledge and agree that Bittrex Global has the right to discontinue the Bittrex Global Trading Platform in its entirety, or any part thereof, at any time, at Bittrex Global's sole discretion. Bittrex Global will not be liable to you for any losses, unrealised gains, liability, damages, expenses or other harm suffered as a result of any modification or termination of the Services (whether pursuant to this Section 13 or for any other reason), or of any suspension or termination of your right to access the Services caused by the negligence of Bittrex Global. If and when Services resume, you acknowledge and agree that Token valuations and exchange rates may differ significantly from the valuations and rates prior to such event.

Without derogating from the generality of the foregoing, in particular but not limited to each of the following constitutes an event upon which Bittrex Global may immediately terminate your right to use the Services:

- (a) Where any representation or warranty made by you is or becomes untrue;

- (b) If you involve the Bittrex Global Trading Platform in any type of fraud or illegality and if Bittrex Global suspects that you are engaged in money laundering activities or terrorist financing or other criminal activities;
- (c) Commencement of proceedings or investigations against you by a governmental authority;
- (d) Cases of a violation by you of the requirements established by any applicable laws, the materiality of which to be determined in good faith by Bittrex Global.

### 13.3 Effect of Termination

In the event of discontinuation of all Services or other termination of your right to access all Services: (a) all amounts payable by you to Bittrex Global will immediately become due; (b) Bittrex Global may delete or deactivate your Bittrex Global Account and all related information and files in such account without liability to you; and (c) Bittrex Global may cancel any open Orders or other transaction requests that are pending at the time of discontinuation or termination. In the event of discontinuation or termination of all Services or discontinuation or termination of transfer or storage Services for all or some Tokens, Bittrex Global will use commercially reasonable efforts, unless prohibited in order to comply with applicable laws or regulations or by order of law enforcement or other governmental authority, to provide you with a period of ninety (90) days to remove the affected Tokens from your Hosted Wallet. Any Tokens not removed within any applicable time period may be permanently lost and not recoverable by you, and Bittrex Global may, at its discretion, charge a fee, payable in the Token(s) stored, for storing your Tokens. A schedule of any such fees will be published by Bittrex Global on the Site. Any pending Orders or related transfers will not be processed and will be deemed null and void. You acknowledge and agree that Bittrex Global will not be liable to you for any losses, unrealised gains, liability, damages, expenses or other harm related to the discontinuation or termination of all Services or discontinuation or termination of transfer or storage Services for all or some Tokens.

### 13.4 Survival

The terms of Sections 2.3, 3.3, 4, 5, 6 and 8 through 22 will survive any termination of your access to the Services.

## 14. ELECTRONIC NOTICES

### 14.1 Consent to Electronic Delivery

You consent to receive electronically all communications, agreements, documents, receipts, notices, and disclosures (collectively, “Communications”) that Bittrex Global provides in connection with this Agreement, your Bittrex Global Account or any Services, including updates Bittrex Global makes to this Agreement. You agree that Bittrex Global may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, sending them using an app or other messaging service to your account on the app or messaging service, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier’s normal, messaging, data, and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact Bittrex Global’s Support Team to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below) by filing a support request at <https://global.bittrex.com/Home/Support>.

### 14.2 Hardware and Software Requirements

In order to access and retain electronic Communications, you will need a computer with an Internet connection that has a current web browser with cookies enabled and 128-bit encryption. You will also need to have a valid email address on file with Bittrex Global and have sufficient storage space to save past Communications or an installed printer to print them.

### 14.3 Withdrawal of Consent

You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to our Support Team by filing a support request at here. If you decline or withdraw consent to receive electronic Communications, Bittrex Global may suspend or terminate your use of the Services.

### 14.4 Requesting Paper Copies

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication that Bittrex Global previously sent you, you may request a copy within thirty (30) days after the date Bittrex Global provided the

Communication to you by contacting Bittrex Global at <https://global.bittrex.com/Home/Support>. In order for Bittrex Global to send paper copies to you, you must have a current street address on file with Bittrex Global. Please note that our Services operate exclusively online and it is very burdensome for Bittrex Global to produce paper copies of Communications. Therefore, if you request paper copies, you agree that Bittrex Global may charge you a processing fee, in the amount described in the Fee Schedule at <https://global.bittrex.com/fees> for each page of Communication requested.

#### 14.5 Updating Contact Information

It is your responsibility to keep your email address and/or mobile phone number on file with Bittrex Global up to date so that Bittrex Global can communicate with you electronically. If Bittrex Global sends you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Bittrex Global will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Bittrex Global to your email address book so that you will be able to receive the Communications Bittrex Global sends to you. You can update your email address, mobile phone number, or street address at any time by filing a support request at <https://global.bittrex.com/Home/Support>. Bittrex Global may require you to provide certain identity verification information in order to effectuate such requested updates. If your email address or mobile phone number becomes invalid such that electronic Communications sent to you by Bittrex Global are returned, Bittrex Global may deem your account to be inactive, and you may not be able to complete any transaction via our Services until Bittrex Global receives a valid, working email address or mobile phone number from you.

### 15. PROPRIETARY RIGHTS

#### 15.1 Ownership of Services

The Services, Site and all technology, content, data and other materials used, displayed or provided or received by you in connection with the Services or Site (“Bittrex Materials”) together with all intellectual property rights in any of the foregoing are, as between you and Bittrex Global, owned by Bittrex Global.

## 15.2 Limitations

You may use the Bittrex Materials solely as authorised by Bittrex Global in connection with your use of the Services for as long as Bittrex Global permits you to continue to access the Services. Without limiting the foregoing: you will not (a) resell, lease, lend, share, distribute or otherwise permit any third party to use the Site, Services or Bittrex Materials or use the Site, Services or Bittrex Materials in any service bureau environment; (b) modify or create derivative works of the Site, Services or Bittrex Materials, or any portion thereof or any data or information received by you in connection therewith; (c) frame, display or incorporate the Site, Services or Bittrex Materials in any website or any other work of authorship; (d) decompile, disassemble, reverse engineer or attempt to discover the source code of the Site, Services or Bittrex Materials; (e) use the Site, Services or Bittrex Materials to design, develop or create any competing product or service; or (f) otherwise use the Site, Services or Bittrex Materials for any commercial or non-commercial purpose other than their intended purposes determined at Bittrex Global's discretion. "Bittrex", any product or service names, logos, and other marks used on the Site or Bittrex Materials, or otherwise in connection with the Services, are trademarks owned by Bittrex Global or its licensors, as applicable. You may not copy, imitate or use them without Bittrex Global's prior written consent.

## 15.3 Feedback

Bittrex Global will own any feedback, suggestions, ideas, or other information or materials regarding Bittrex Global or the Services that you provide, whether by email, posting through the Services or otherwise ("Feedback"). You hereby assign to Bittrex Global all right, title and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

## 15.4 User Content

You hereby grant to Bittrex Global a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any text, information, data, materials, images, or other content you provide to Bittrex Global using the Services or submit or post to the Site

and that is not Feedback owned by Bittrex Global (the “User Content”). You represent and warrant that: (a) you own the User Content or have the right to grant the rights and licenses in these Terms, and (b) the User Content and use by Bittrex Global of the User Content as licensed herein does not and will not violate, misappropriate or infringe on the rights of any third party. Bittrex Global may remove any User Content from the Site for any reason at Bittrex Global’s discretion.

## **16. THIRD-PARTY CONTENT**

In using the Services, you may view content provided by third parties (“Third-Party Content”). Bittrex Global does 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. Bittrex Global is 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.

## **17. DISCLAIMER OF WARRANTIES**

17.1 To the maximum extent permitted under applicable law, the Site, the Services, the Bittrex Materials, Token Properties, Underlying Technology and any products, Services or other items provided by or on behalf of Bittrex Global are provided on an “as is” and “as available” basis and Bittrex Global expressly disclaims, and you waive, any and all other warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from course of performance, course of dealing or usage in trade. Without limiting the foregoing, Bittrex Global does not represent or warrant that the Site, the Services, Token Properties, Underlying Technology or Bittrex Materials are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.

17.2 You acknowledge and agree that your user data may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, viruses or other harmful materials, protocol changes by third party providers, internet outages, force majeure event or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control. You

are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our services.

- 17.3 The disclaimer of implied warranties contained herein may not apply if and to the extent it is prohibited by applicable law of the jurisdiction in which you reside.

## **18. INDEMNIFICATION**

You will defend, indemnify, and hold harmless Bittrex Global each of its respective affiliates, and its respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, “Indemnified Parties”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out or relating to (a) your use of, or conduct in connection with, the Services; (b) any Feedback or User Content you provide; (c) your violation of these Terms; or (d) your violation of any applicable law or the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Bittrex Global (or, at Bittrex Global’s discretion, the applicable Indemnified Party) will have the right, at its sole discretion, to control any action or proceeding and to determine whether Bittrex Global wishes to settle, and if so, on what terms.

## **19. DISCLAIMER OF DAMAGES**

In no event will Bittrex Global, each of its respective affiliates and its respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors be liable to you for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other business or financial benefit) arising out of or in connection with the Site, the Services, the Bittrex Materials, Token Properties, any performance or non-performance of the Services, or any other product, service or other item provided by or on behalf of Bittrex Global, whether under contract, statute, strict liability or other theory (including, for avoidance of doubt, any negligence of Bittrex Global), even if Bittrex Global has been advised of the possibility of any such damages.

## **20. LIMITATION OF LIABILITY**

- 20.1 The liability of Bittrex Global, each of its respective affiliates and its respective shareholders, members, directors, officers, employees, attorneys, agents,



representatives, suppliers or contractors arising out of or in connection with Site, the Services, the Bittrex Materials, Token Properties and Underlying Technology, any performance or non-performance of the Services, or any other product, service or other item provided by or on behalf of Bittrex Global, whether under contract, statute, strict liability or other theory (including, for avoidance of doubt, any negligence of Bittrex Global) will not exceed the amount of the fees paid by you to Bittrex Global under this Agreement in the twelve-month period immediately preceding the event giving rise to the claim for liability.

- 20.2 You understand that there is no warranty, implied or statutory, for the Bittrex Materials, Token Properties and Underlying Technology and any other Services provided by Bittrex Global. Except when otherwise stated in writing, the Bittrex Materials, Token Properties and the Underlying Technology are provided “as is” and “as available” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Without limiting the foregoing, Bittrex Global does not represent or warrant that the Site, the Services or Bittrex Materials are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components. You acknowledge and agree that your user data may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, viruses or other harmful materials, protocol changes by third party providers, internet outages, force majeure event or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our services.

By using the Services of Bittrex Global you acknowledge and agree that the entire risk as to the quality and performance of all Services is with you.

Owing to a lack of influence, Bittrex Global will in no event be liable to you for any damages, including any general, special, incidental or consequential damages arising out of the use or inability to use the Services, including but not limited to:

- (a) Losses of profits, expected revenue or gains, or business opportunities, even if we were advised of or knew or should have known of the possibility of the same.

- (b) Security problems experienced by the User of the Bittrex Services, the Underlying Technology or any other Services, e.g., unauthorised access to a User's Bittrex Global Account.
- (c) Mistakes made by a User, e.g., forgotten passwords, transactions sent to in-correct addresses.
- (d) Technical failures in the hardware of a User, e.g., data loss owing to a faulty or damaged storage device.
- (e) Software, e.g., corrupted files, incorrectly constructed transactions, unsafe cryptographic libraries and/or malware affecting the Services.
- (f) Actions or inactions of third parties and/or events experienced by third parties, e.g., bankruptcy of service providers, information security attacks on service providers, and fraud conducted by third parties.
- (g) Delays, failure in performance, or interruption of the Services that arise from unforeseeable circumstances beyond our control, including compliance with any relevant law or regulation.
- (h) Bittrex Global shall be liable towards consumers only in cases of gross negligence, fraud or malicious intent for any type of damages.

## **21. APPLICABLE LAW AND LEGAL VENUE**

These Terms shall be governed by and construed in accordance with the laws of Bermuda, without regard to any conflict of law rules or principles that would cause the application of the laws of any other jurisdiction, unless mandatory provisions for the protection of consumers of the law of another country contradict this.

The Courts of Bermuda have exclusive jurisdiction over any and all disputes resulting out of or in relation to this Agreement and its enforcement.

You acknowledge and agree that any dispute arising out of or related to these Terms or the Services is personal to you and Bittrex Global and that any dispute will be resolved solely through individual litigation and will not be brought as a class litigation, class action or any other type of representative proceeding.

## 22. OTHER TERMS

### 22.1 Copyright Violations

Bittrex Global has a policy of limiting access to our Services and terminating the Bittrex Global Accounts of Users who infringe the intellectual property rights of others. If you believe that anything on our Services infringes any copyright that you own or control, you may notify Bittrex Global's Designated Agent. Please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be liable to Bittrex Global for certain costs and damages. You may also submit a proper notification to our Designated Agent using the contact information below:

**Designated Agent:** Copyright Manager

**Address:** Canon's Court, 22 Victoria Street, Hamilton HM 12, Bermuda

**Email:** [copyright@bittrexglobal.com](mailto:copyright@bittrexglobal.com)

### 22.2 Remedies

If you violate any of these Terms, Bittrex Global may, as it determines reasonably necessary to remedy or mitigate your violation, delete all or part of such information transmitted by you, suspend or cancel your Bittrex Global Account, or confiscate Tokens owned by you without any prior notice to you. Bittrex Global shall in no event be responsible or liable for any damage incurred by the User as a result of an action taken by Bittrex Global pursuant to this paragraph.

### 22.3 Bittrex Global Affiliates and Contractors

The Site and any Services may be operated or provided by Bittrex Global, its affiliates or contractors. To the extent that an Affiliate of Bittrex Global, or contractor of Bittrex Global, is operating or providing any Services, the Affiliate or contractor's provision of such Services will be under terms identical to these Terms substituting the Affiliate or contractor's name wherever Bittrex Global's name occurs in these Terms.

### 22.4 Nonwaiver

Bittrex Global's failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.

## 22.5 Severability

If any provision of these Terms is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the parties shall negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

The invalidity, inoperability or unenforceability of any term of this Agreement will not adversely affect the validity, operability or enforceability of the remaining terms.

## 22.6 Force Majeure

Bittrex Global will have no responsibility or liability for any failure or delay in performance of any Services, or any loss or damage that you may incur, due to any circumstance or event beyond the control of Bittrex Global, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, health pandemic, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

## 22.7 Assignment

You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. Bittrex Global may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

## 22.8 Headings

Headings of sections are for convenience only and shall not be used to limit or construe such sections.

## 22.9 Entire Agreement; Order of Precedence

These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. In the event of any conflict between these Terms and any other agreement you may

have with Bittrex Global, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.