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## **BITTREX GLOBAL GMBH TERMS OF SERVICE**

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**LAST UPDATED FEBRUARY 2021**

## TERMS OF SERVICE: BITTREX GLOBAL GMBH

Last updated February 2021

**These Terms and Conditions apply to customers of Bittrex Global GmbH. Terms and Conditions for customers of Bittrex Global (Bermuda) Ltd. 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.**

### Terms of Service

#### SCOPE:

These Terms of Service and any terms expressly incorporated herein (“**Terms**”) apply to any access to, or use of, any services made available by Bittrex Global GmbH, (Reg-No: FL-0002.613.705-0), domiciled at Dr. Grass-Strasse 12, 9490 Vaduz, Principality of Liechtenstein, (“**Bittrex**”; “**Bittrex Global**” or “**Bittrex Int.**”) under the name “Bittrex Global” and using the website global.bittrex.com (which is accessible by going to any number of websites including www.Bittrex.li) (the “**Site**” or “**Bittrex Global Trading Platform**”; “**Bittrex Global Platform**”) or our mobile applications or any application programming interface (API) provided by Bittrex relating to the Site, and to any other related services provided by Bittrex Global relating to the Site (collectively, the “**Services**”). 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 which neither represent financial instruments nor e-money (“**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 CRYPTOCURRENCIES, INCLUDING BUT NOT LIMITED TO, RISKS OF FINANCIAL LOSS, TECHNOLOGY GLITCHES (INCLUDING BUT NOT LIMITED TO PROBLEMS WITH THE BLOCKCHAIN TECHNOLOGY), AND HACKING. BITTREX 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 CRYPTOCURRENCIES, 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 THAT BITTREX GLOBAL IS NOT RESPONSIBLE FOR THE AFOREMENTIONED RISKS, AND YOU VOLUNTARILY ASSUME AND ACCEPT SUCH RISKS IN DECIDING TO ENGAGE IN CRYPTOCURRENCY 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 you have received the Terms and acknowledge their content. In particular, 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 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 Terms, or by continuing to access or use of the Services, you signify your consent and confirm your agreement to the modified Terms. Any amended Terms will become effective immediately after such acceptance by you. If you do not agree to any modification 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 users who are 18 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, (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 USA or according to the sanction lists of OFAC, the United Nations, the European Union, the United Kingdom, Austria, Switzerland, Liechtenstein or other sanction lists and also no Politically Exposed Person (PEP). Sanction lists include both lists of sanctioned states (country lists) and lists of sanctioned persons (name lists); (e) are not placed on the U.S. Commerce Department's Denied Persons List; and (f) 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 United States. 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 United States, 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 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 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 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 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 (as defined below) only for your own account and not on behalf of, or for the account of, any third party. If Bittrex

Global has approved your 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 United States.

### **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 so that the information is complete and accurate at all times; (d) maintain the security of your Bittrex Global Account by protecting your password from unauthorized access or use; (e) promptly notify Bittrex Global if you discover or suspect any unauthorized access or use of your Bittrex Global Account or any security breaches related to your Bittrex Global Account; and (f) be responsible for all activities that occur under your Bittrex Global Account, and accept all risks of any authorized or unauthorized access to your Bittrex Global Account.

#### **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 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 U.S. Office of Foreign Assets Control, the U.S. Department of Commerce Denied Persons list, and any similar list issued by any U.S. governmental authority or any other governmental authority as well as Non-Governmental and International Organizations 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 like: 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 that Bittrex Global, directly or through a third party, may make inquiries 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 inquiries 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 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 authorize Bittrex Global to accept and rely on, any agreements, instructions, orders, authorizations 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 authorized or unauthorized. Upon receipt of written notice from you that the security of your account has been compromised, Bittrex Global will take reasonable steps to protect your 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, in 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 accounts for third parties. Any individual account holder must be the beneficial owner of the transferred funds.

## **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, 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 their 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 Other exchanges and service providers may do the same.
- (f) Bittrex Global may not support so-called metacoins, colored 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 to comply with applicable laws or regulations or an order from law enforcement or other governmental authority, for other reasons as specified in these Terms or otherwise at Bittrex Global’s discretion.
- (h) You may be unable to withdraw Tokens prior to Bittrex Global ceasing to support transfer of any such Tokens, resulting in the loss of any such Tokens remaining in your Bittrex Global account.
- (i) Since Tokens or crypto currencies to be traded on Bittrex Global 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 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 government action. Government 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 posted here](#).
- (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 that Bittrex has no possibility to charge back the Token and any transfer of Token to whichever 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) Unauthorized third parties may access or use your Bittrex Global Account and effect transactions without your knowledge or authorization, 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 account, or by other methods.
- (q) In case of an irregular custody of Tokens, you do not have a claim in rem to the Token. You transfer your right of disposal of this Tokens to Bittrex

Global. Such tokens are in the inventory of Bittrex Global then, 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 an bankruptcy proceeding and will probably receive only a fraction of the value of your Token.

- (r) 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 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.
- (s) 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 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 all value of the Tokens.
- (t) 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 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 a particular Token. Bittrex Global does not provide trading 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.

## 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 7.7. below).

The Services associated with your Bittrex Global Account include a wallet service provided by Bittrex (“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 (“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”).

Bittrex offers two options of the Hosted Wallet, the irregular custody (standard option) and the regular custody (you have to specifically agree this option with Bittrex).

#### (a) Irregular Custody

In case of an irregular custody, you transfer the right and power of disposal (ownership) of the Token to Bittrex. Bittrex becomes, therefore, legally the owner of the Token and issues a contractual claim for the Token transferred to Bittrex to you. This claim will be displayed in your Bittrex Global Account.

For clarification, it has to be noted that Bittrex is obliged to release / issue the Token to you upon your request. However, as you do not have a claim in rem for a specific Token, Bittrex may issue any Token of the same

quantity and quality to you (e.g. if you have transferred 1 BTC to Bittrex, you have a contractual claim against Bittrex for 1 BTC (and not the specific 1 BTC you transferred)).

(b) Regular Custody

In case of a regular custody, you transfer the Token, but not the right of disposal (ownership) of the Token to Bittrex. Bittrex 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, you have a claim in rem against Bittrex for this specific 1 BTC in your Hosted Wallet (and not any other BTC of the same quality and quantity)).

## 6.2 Token Deposits

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 will not be entitled to receive any interest or other fees on any Tokens held in your Hosted Wallet (neither in case of irregular nor regular custody), even if Bittrex Global receives interest or other fees from any third parties.

## 6.3 Token Withdrawals

You are required to retain in your Hosted Wallet a sufficient quantity of necessary to satisfy any open orders (and applicable Bittrex Global fees). In addition, there may be limits on the amounts that you are able to withdraw on a daily or other periodic basis. 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 in its own discretion require you to verify any External Address to which you seek to transfer Tokens. You hereby authorize 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 is not able 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).

## 6.4 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 6.4, 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 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 in order to comply with applicable laws or regulations, an order from law enforcement or other governmental authority, or otherwise at Bittrex Global's discretion for security or other appropriate reasons.

## 7. EXCHANGE ORDERS AND TRADES

### 7.1 Orders; Fees

A "Trade" is an exchange of Tokens for which trading is supported on the Services. Depending on the option of the Hosted Wallet (irregular or regular custody) Trades are executed either against the account of Bittrex Global as a counterparty or against another User of the Services of Bittrex Global (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 authorize 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 authorize Bittrex Global to deduct any such fees from your Hosted Wallet.

## 7.2 No Broker or Fiduciary Relationship

Bittrex Global is not your broker, intermediary, agent, or advisor and has in case of regular custody 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 summarizing 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 or 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 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 fulfillment of the Order. Orders will remain open until fully executed or cancelled in accordance with Section 7.5 below.

Trades are executed either against the account of Bittrex Global as a counterparty (by a Novation of the Claim) or against another User of the Services of Bittrex Global (by Matched Trading). There are essentially two ways, how a trade is finalized and settled:

(a) Novation of the Claim

In case of irregular custody, you have a contractual claim for the Token you have transferred to Bittrex or exchanged on the Platform (e.g. 1 BTC). In order to affect a trade, the follow steps will be facilitated: (i) you place an order according to Section 7.1. above; (ii) Bittrex checks if your Order fits to a corresponding Order of another User (who uses the irregular custody service) at its own discretion in respect of Bittrex' liquidity management; and (iii) you agree with Bittrex to change your claim for your current Token (which you want to trade) to another Token (e.g. in case you want to exchange 1 BTC for 30 ETH, you will have after the trade a claim for 30 ETH instead of a claim for 1 BTC). Legally a novation happens and you have new claim against Bittrex. Bittrex is, therefore, always the only contracting party for you The settlement reflecting the new claim will be displayed in your Bittrex Global Account.

(b) Matched Trading

In case of a regular custody, Bittrex keeps the Token for you. In the Matched Trading Bittrex does not act as you counterparty, but conducts matching of interests of User's buy and sell orders with regard to Tokens. In order to affect a trade, the follow steps will be facilitated: (i) you place an order according to Section 7.1. above; (ii) Bittrex matches your Order with a corresponding Order of another user (who uses the regular custody service) at its own discretion; and (iii) the Token are exchanged on-chain between you and the other User. Therefore, after the Trade you are the owner of the traded Token, which will be kept in your Hosted Wallet. The settlement is reflected in your Bittrex Global Account.

## 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 authorization 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

If you have an insufficient amount of Tokens in your Hosted Wallet to fulfill an Order, Bittrex Global may cancel the entire Order or may fulfill 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).

#### 7.7 Additional Service – Sale of Bittrex Token

Bittrex Global also provides the service of selling its own token ("Bittrex Token"; additional Service) against fiat money in the currency and for the price displayed on the Site. A buy order for Bittrex Token by a User is executed against Bittrex Global. These tokens are solely internal ledger entries in the Bittrex Global Trading Platform. In order to affect a purchase of Bittrex Token, a User transfers fiat money, 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. There is no contractual right to redeem the monetary value (fiat money/purchase price) transferred as consideration for the purchase of Bittrex Token. However, the User has an indefinite right of withdrawal with regard to additional Services (concerning purchased Bittrex Tokens). For details, see Section 8 'Right of Withdrawal' – 'additional Services'.

The Bittrex Token may also be placed on the Site in accordance with Section 7.4 of these Terms and used for trading on the Bittrex Global Trading 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.

The Bittrex Token constitutes digital contents and does not represent any participation in Bittrex Global.

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 and remain. The valuation of a Bittrex Token may be difficult and extremely volatile.

## **8. RIGHT OF WITHDRAWAL**

### **8.1 General**

The User takes note that the Consumer Protection Law of Liechtenstein (Konsumentenschutzgesetz or "KSchG") stipulates in its Article 4 that a consumer has the right to withdraw from an agreement with a company without giving reasons within fourteen (14) days, beginning the day after their accepting the agreement, if the consumer's contractual declaration was not made in rooms used by the company for business purposes.

The User also takes note that, pursuant to Article 12 of the Distance Selling Act of Liechtenstein (Fern- und Auswärtsgeschäfte-Gesetz or "FAGG"), a consumer has the right to withdraw from any contract agreed with a company at distance or off-premises (=online) without giving reasons within fourteen days, beginning the day after conclusion of the contract.

The right to withdrawal from these Terms pursuant to the KSchG is inter alia not applicable to the User as a consumer if: (i) the User has initiated the business relationship with Bittrex Global for the purpose of concluding these Terms (Art. 4 para. 3 lit. a KSchG); (ii) the conclusion of these Terms was not preceded by discussions between the parties or their agents (Art 4 para. 3 lit. b KSchG); (iii) the Terms are subject to the Distance Selling Act (FAGG) (Art 4 para. 3 lit. d KSchG).

The User takes note that they have no right to withdraw from any service stipulated in these Terms pursuant to the KSchG, because the Distance Selling Act (FAGG) is applicable.

### **8.2 Trading (Novation of the Claim and Matched Trading) and Margin Trading System**

The right to withdrawal from an agreement pursuant to the FAGG does not apply for the delivery of goods or services for which the price is dependent on fluctuations in the financial market that cannot be controlled by the provider of these goods and services and which may occur during the withdrawal period (Art 19 para. 1 lit. b FAGG). The background to this exclusion from the right of withdrawal is that the risk of an at least indirectly financial market-related speculative transaction is not to be unilaterally burdened on the entrepreneur, but is to be distributed equally between

the two parties when the agreement is concluded. The core of the trading with Token is a speculative one. Therefore, the User does not have a right to withdraw from a trade after it has been settled.

The User takes note of and acknowledges their loss of the right of withdrawal pursuant to the FAGG owing to price fluctuations in Token markets, as described above.

Furthermore, the right to withdrawal from an agreement with a company pursuant to the FAGG does not apply to the delivery of digital content not stored on a physical medium (= Tokens) if an entrepreneur – with the express consent of a consumer and given their knowledge of the loss of the right of withdrawal in the case of a timely fulfillment of the contract, and after handing over a copy or confirmation of the concluded contract to the consumer – begins to deliver this digital content in a timely fashion, before expiry of the withdrawal period.

THE USER HEREBY DECLARES THEIR EXPRESS CONSENT THAT, UNDER THE BITTREX TRADING SYSTEMS AND THE BITTREX MARGIN TRADING SYSTEM, BITTREX GLOBAL SHALL IN EVERY CASE PERFORM ANY AGREED EXCHANGE OF TOKENS OR PERFORMANCE OF ANY OTHER AGREED CONSIDERATION IN A TIMELY FASHION. THE USER TAKES NOTE OF AND ACKNOWLEDGES 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. BITTREX GLOBAL WILL BEGIN WITH DELIVERY OF TOKENS BEFORE THE EXPIRY OF THE WITHDRAWAL PERIOD (TIMELY EXCHANGE OF TOKENS).

AS A CONSEQUENCE, THE USER WAIVES THEIR RIGHT OF WITHDRAWAL FROM ANY AGREED TRADING OF TOKENS, CREDITING OF TOKENS AND PROVISION OF TOKENS AS COLLATERAL PURSUANT TO THE FAGG.

### 8.3 Additional Services (purchase of Bittrex Token according to Section 7.7 above)

User has an indefinite right of withdrawal with regard to additional Services (concerning purchased Bittrex Tokens) without giving any reason after conclusion of these Terms.

To exercise the right of withdrawal from these additional 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). The User may also use the enclosed withdrawal form.

In case of withdrawal from these additional Services both parties must reverse their respective consideration, which has been given to conclude these additional Services with effect ex nunc, meaning from the time of declaration of withdrawal.

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

#### 8.4 Other Services

The User may withdraw from any other Service not previously mentioned in this section (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). The User may also use the enclosed withdrawal form. It is sufficient for the User to send the notification of exercise of his right of withdrawal before the expiry of the withdrawal period. The User bears the risk of proof that the declaration was sent in time.

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 providing a link to a permanently printable copy of the accepted Terms to the User via their previously disclosed email address.

### 9. MARGIN TRADING

#### 9.1 Margin Trading

When you buy Tokens on leverage, pursuant to the Margin Trading system on the Bittrex Global Trading Platform as described hereinafter, you are borrowing Tokens

from Bittrex Global for placing and settling new purchase or sell orders on leverage with regard to Tokens. As a pre-condition for borrowing Token from Bittrex Global you have to provide a collateral for Bittrex as a security.

In case of regular custody, you must transfer your right of disposal of Tokens by transferring them from your Hosted Wallet to a margin account ("Margin Account") to secure your loan in Tokens (in German "Sicherungsübereignung")

In case of irregular custody, your Token will be transferred into your Margin Account and you agree with Bittrex Global that you may not exercise your claim for your Token as long as they are a collateral in your Margin Account.

Leveraged transactions through the Margin Trading system are riskier and involve the possibility of greater loss than transactions where you are not borrowing Tokens for placing orders. If the value of your Tokens falls, you may be required to deposit more collateral (a "Margin Call") to secure your loan or your Tokens, and other Tokens or assets may be sold to pay down or pay off your loan without prior notice and at a loss or at lower prices than under other circumstances. If you sell Tokens short (placing a sell order for tokens with a leverage) and the value of the Tokens rises, you may receive a Margin Call and we may sell Tokens already in your Margin Account to satisfy your coverage ratio obligation, without prior notice and at a loss or at lower prices than under other circumstances. Leveraged transactions are not suitable for everyone, and you agree to evaluate your own financial situation, resources, investment objectives, and other relevant circumstances to determine whether leveraged transactions are appropriate for you.

The Margin Trading system consists of two separate agreements, a loan agreement and a security agreement.

These margin trading terms of service constitute a general framework of conditions governing the Margin Trading system on the Bittrex Global Trading Platform. You may receive an individually tailored product under the Margin Trading system with individual conditions, which you separately have to accept.

These special product conditions with regard to the Margin Trading system take precedence and prevail over the general conditions stipulated herein in case of contradicting terms.

(a) Loan Agreement

In a first step, Bittrex Global acts as a creditor of Tokens and credits Tokens to you as a borrower and consequently debtor of Tokens according to a loan agreement pursuant to § 983 ABGB.

The term of this loan agreement is as will be defined before entering into a loan agreement via the Site.

The maturity of the loan under this loan agreement is as will be defined before entering into a loan agreement via Site.

The obligation of Bittrex Global to perform under this loan agreement is fulfilled once the Tokens are credited to your Margin Account through transfer of Tokens.

It is your obligation under this loan agreement to repay the credited Tokens by Bittrex Global in full with interest upon maturity of the loan. The loan interest will be based on the prevailing market rate as disclosed on the Site before entering into a loan agreement. Interest is calculated as daily simple interest, rounded up to the day. All loans have to be repaid in the Tokens which were lent. Loans have to be repaid upon the closing of the position.

Upon failure to repay the credited tokens upon maturity, Bittrex Global can use Tokens in your Margin Account to pay off your loan.

(b) Security Agreement / Assignment by Way of Security

In order for Bittrex Global to provide a credit in token under the abovementioned loan agreement, you must provide collateral to Bittrex Global (secured party).

The purpose of the collateral under the security agreement is to secure the interests of Bittrex Global resulting from the loan agreement.

The obligation of you to perform under this security agreement depends on the option of your Hosted Wallet.

In case of regular custody, your obligation according to the Security Agreement is fulfilled once the Tokens are transferred to Bittrex Global. Transferal of Tokens to Bittrex Global takes place by transfer of your right

of disposal of tokens by transferring them to the Margin Account (in German “Sicherungsübereignung”).

In case of irregular custody, your obligation according to the Security Agreement is fulfilled once your Token are transferred into your Margin Account and you agree with Bittrex Global that you may not exercise your claim for your Token as long as they are a collateral in your Margin Account.

Consequently, Bittrex Global becomes authorized to dispose of the Tokens transferred as collateral in the Margin Account (“Collateral”). The transferal of Collateral is made with the understanding in the internal relationship between you and Bittrex Global, that Bittrex Global may only use the Collateral if the margin trading maintenance coverage requirements (“maintenance coverage requirements”) are no longer fulfilled. Upon settlement of any claim resulting out of the security agreement, ownership of the Tokens (in case of regular custody) or the right to claim your Token (in case of irregular custody) is to be restored to you.

The maintenance coverage requirements are calculated as follows:

- (i) Margin level is calculated as (Equity / Used Margin).
- (ii) Equity is the current value of your collateral in your Margin Account plus unrealized profit and loss (P&L) on your positions minus accrued interest on your loans.
- (iii) Used Margin is the current value of the collateral tied to open positions.
- (iv) Margin call is at a margin level as defined before entering into a security agreement on the Site. At margin call we may choose to close your positions.
- (v) Liquidation is at a margin level as defined before entering into a security agreement on the Site. At liquidation, we will close your positions to get you up to or above 100% margin level.

If a Margin Call is issued by Bittrex Global in case the maintenance coverage requirements are no longer fulfilled, you must provide additional Collateral or the Tokens serving as collateral may be liquidated by Bittrex Global.

You confirm that you have received our Margin Disclosure Statement and acknowledge its content </hc/en-us/articles/6448562514715> and understand the risks involved with leveraged trades pursuant to the Margin Trading system. You understand that trading Tokens on leverage involves a variety of risks, including, among others:

- (i) You can lose more Tokens than you deposit in your Margin Account
- (ii) We can force the sale of Tokens in your Margin Account if you fail to provide collateral pursuant to the indicated the coverage ratio.
- (iii) We can sell your Tokens without contacting you to meet a Margin Call.
- (iv) You are not entitled to choose which Tokens in your Margin Account are liquidated or sold to meet a margin call.
- (v) We can increase our maintenance coverage requirements and will provide such notice in the product.
- (vi) You are not entitled to an extension of time on a Margin Call.

## 9.2 Initial Collateral Coverage and Maintenance Coverage Requirements; Margin Calls for Additional Collateral

You agree that you are responsible for paying for all transactions you make and all authorized transactions in your Margin Account. You agree to maintain in your Margin Account a sufficient quantity of Tokens to meet any maintenance coverage requirements imposed by Bittrex Global for users to engage in leveraged trades.

You agree to promptly satisfy all margin and maintenance coverage calls. You understand and agree that Bittrex Global is not obligated to request additional collateral from you in the event your Margin Account falls below maintenance coverage requirements and there may be circumstances where Bittrex Global will

liquidate Tokens in your Margin Account or 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, in each case, without notice to you to ensure that maintenance coverage requirements are satisfied.

### 9.3 Liquidation; Payment of Indebtedness Upon Demand

You agree that we shall have the right, in accordance with our sole discretion regarding our maintenance coverage requirements, when it is necessary for our protection, or to satisfy a Margin Call, deficiency, debit or other obligation owed to us, we may (a) require additional Collateral at an earlier or later point in time than called for by our general policies; (b) sell any or all Tokens in your Margin Account; (c) buy any or all Tokens which may be short in your Margin Account; (d) cancel any open Orders; (e) 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 (f) close any or all outstanding transactions, in each case, without demand for Collateral or additional Collateral, notice of sale or purchase, or other notice or advertisement. In case of an irregular custody you agree with Bittrex Global, that your claim for Token in your Margin Account becomes invalid in case the Token are sold according to item (b) above.

While it is our policy to attempt to contact you to the extent practical before taking any action described in this section, we reserve the right to take any such action without prior notice or demand for additional collateral, and free of any right of redemption.

This means any Tokens held now or in the future in any of your Margin Account may be liquidated or sold by us, without contacting you, to reduce or eliminate any margin loan balance(s) in your Margin Account. You agree Bittrex Global has the discretion to determine which Tokens are to be sold or bought, which transactions to close, and the sequence and timing of liquidation. You agree not to hold us liable for the choice of which Tokens to buy or sell or of which transactions to close or for the timing or manner of the liquidation. In certain circumstances we may, at our sole discretion, liquidate your entire margin loan balance to satisfy a margin call. You agree not to hold us liable for taking such action.

You at all times shall be liable for the full payment of debit balances or other obligations owing in your Margin Account. You shall be liable for any deficiency



remaining in any such Margin Account in the event of the liquidation thereof, in whole or in part, by Bittrex Global or by you, and you shall make payment of such obligations and indebtedness promptly upon demand.

## **10. BITTREX CREDITS**

### **10.1 The Bittrex Credits Program; Earning Bittrex Credits**

Bittrex Credits is a loyalty program offered by Bittrex 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.

### **10.2 Using Bittrex Credits**

Bittrex Credits are redeemable for certain potential rewards within the Site (“Redemption Rewards”). Bittrex Global may offer Redemption Rewards in 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 in 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.

### 10.3 Expiration of Bittrex Credits

Bittrex Credits are non-transferrable and may not be combined or merged with any other user's 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 recognized by the Bittrex Credits Program, or (b) redeem any Redemption Reward.

### 10.4 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.

## 11. GENERAL SERVICE TERMS

### 11.1 Conditions and Restrictions

Bittrex Global may, at any time and in 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.

#### 11.2 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.

#### 11.3 Support for Tokens

Bittrex Global retains the right, in its sole discretion, to determine whether to support 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 to support of a Token. If Bittrex Global ceases to support 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. Bittrex Global will not be liable to you for any losses, liability or expenses related to its decision to cease any support for any Token.

#### 11.4 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.

#### 11.5 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 you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. Bittrex is not responsible for determining whether taxes apply to your

Trades or for collecting, reporting, withholding, or remitting any taxes arising from any Trades.

#### 11.6 AML/KYC Compliance

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

#### 11.7 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 by you, Bittrex Global or a third party. You hereby authorize 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.

#### 11.8 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 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.

## 11.9 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 has no responsibility to enable, facilitate or help with claiming or receiving any such Tokens or other benefits. For more information, please see our FAQ posted here.

## 11.10 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 authorization;
- (g) attempt to circumvent any content filtering techniques Bittrex employs, or attempt to access any service or area of the Services that you are not

authorized 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, in our sole discretion, libelous, 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 designed to deceive or trick the 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 utilizing the Site or the Services; or
- (o) encourage or induce any third party to engage in any of the activities prohibited under this Section.

## **12. FEES**

12.1 You agree to pay Bittrex Global the fees described below. There is a fee schedule posted on the website ("Fee Schedule").

- (a) 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.

- (b) Deposits - There are no fees for deposits. Please be aware that some coins require us to move your funds to another address before we credit them. This means the coins network will charge you the normal transaction fee for this send. This is not something we can avoid.
- (c) 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.

You authorize 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 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 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 due to missed trades.

Notwithstanding the foregoing, you acknowledge 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 for any losses 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 slight negligence of the Company. If and when Services resume, you acknowledge 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, such materiality 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 of your Bittrex Global Account.

#### 13.4 Survival

The terms of Sections 2.3, 3.3, 4, 5, 6 and 8 through 23 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. 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 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 [. 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>. 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, owned by Bittrex.

### **15.2 Limitations**

You may use the Bittrex Materials solely as authorized 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 noncommercial purpose other than their intended purposes determined at Bittrex’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 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 (B2B)**

To the maximum extent permitted under applicable law, the site, the services, the Bittrex Materials 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 as a business (B2B) 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 or Bittrex Materials are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.

You acknowledge 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.

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 (B2B)**

You as a business (B2B) 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, in 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 (B2B)**

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 as a business (B2B) 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, 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 (B2B)**

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, 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 as a business (B2B) to Bittrex Global under this agreement in the twelve-month period immediately preceding the event giving rise to the claim for liability.

## **21. LIMITATION OF WARRANTIES AND LIABILITY (B2C)**

You as a consumer (B2C, unless otherwise mentioned) 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 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 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., unauthorized 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.

Bittrex Global shall be liable only in cases of malicious intent (B2B) and towards consumers (B2C) only in cases of gross negligence or malicious intent for any type of damages.

## 22. APPLICABLE LAW AND LEGAL VENUE

These Terms shall be governed by and construed in accordance with the laws of the Principality of Liechtenstein, without regard to any conflict of law rules or principles or the provisions of the UN Convention on Contracts for the International Sale of Goods 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 Liechtenstein have exclusive jurisdiction over any and all disputes resulting out of or in relation to this Agreement and its enforcement, unless mandatory provisions for the protection of consumers of the law of another country contradict this.

You acknowledge 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.

## 23. OTHER TERMS

### 23.1 Copyright Violations

Bittrex Global has a policy of limiting access to our Services and terminating the 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: Dr. Grasse-Strasse 12, 9490 Vaduz Liechtenstein

Email: [copyright@bittrex.li](mailto:copyright@bittrex.li)

### 23.2 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 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.

### 23.3 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.

In case of an affiliate acting as vicarious agent of Bittrex Global, Bittrex Global will not be liable for slight negligence of this affiliate.

### 23.4 Nonwaiver

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

### 23.5 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 the Agreement will not adversely affect the validity, operability or enforceability of the remaining terms.

### 23.6 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, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

### 23.7 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.

### 23.8 Headings

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

### 23.9 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.

Bittrex Global GmbH, Dr. Grass-Strasse 12, 9490 Vaduz, Liechtenstein

### 23.10 Bittrex Global Trading Platform Terms of Service – Withdrawal Form

I,

(First Name) \_\_\_\_\_

(Surname) \_\_\_\_\_

(Birthdate) \_\_\_\_\_

(Address) \_\_\_\_\_

hereby declare my wish to withdraw from the contractual relations (please specify the type of services you wish to withdraw from via checkbox) entered into with Bittrex on

additional Services (Bittrex Token)

other Services

(Date) \_\_\_\_\_