



## General Terms and Conditions

Date of the last amendment was published: 30 12 2025

Date of the last amendment entered into force: 31 12 2025

### **PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY.**

THESE GENERAL TERMS AND CONDITIONS IS A LEGAL CONTRACT GOVERNING ACCESS TO OUR PLATFORM AND USING OUR SERVICES IN GENERAL. THESE GENERAL TERMS AND CONDITIONS ARE ENTERED INTO BETWEEN YOU AND BITLOCUS. BY ACCESSING OUR PLATFORM AND CLICKING ON "I AGREE WITH GENERAL T&C", YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, ACCEPTED AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STIPULATED IN THESE GENERAL TERMS. IF YOU DO NOT AGREE TO ANY TERMS AND CONDITIONS STIPULATED IN THESE GENERAL TERMS OR OUR PRIVACY POLICY, OR ANY ADDITIONAL APPLICABLE TERMS AND CONDITIONS, DO NOT ACCESS OUR PLATFORM AND DO NOT CLICK ON "I AGREE WITH GENERAL T&C".

THE USE OF OUR SPECIFIC SERVICES IS GOVERNED BY THE TERMS AND CONDITIONS APPLICABLE TO EACH SERVICE INDIVIDUALLY. BEFORE YOU START USING ANY OF OUR SERVICES, YOU WILL BE ASKED TO READ AND AGREE TO THE TERMS AND CONDITIONS FOR THAT SPECIFIC SERVICE.

WE URGE YOU TO DOWNLOAD A COPY OF THESE GENERAL TERMS AND CONDITIONS FOR FUTURE REFERENCE AS THEY MAY CHANGE FROM TIME TO TIME AND SAVE IT TO YOUR COMPUTER TO HAVE IT AVAILABLE FOR REVIEW ANYTIME. IN CASE YOU CHOOSE NOT TO DO SO, THESE GENERAL TERMS ARE ALWAYS AVAILABLE ON OUR WEBSITE.

THE RISK WARNING, THE PRIVACY POLICY, THE AML POLICY, THE CRYPTO-ASSETS EXCHANGE SERVICES TERMS AND CONDITIONS FORM AN INTEGRAL PART OF THESE GENERAL TERMS, WHICH ESTABLISH GENERAL TERMS AND CONDITIONS APPLICABLE TO ACCESS TO OUR PLATFORM AND USE OF OUR SERVICES IN GENERAL. CONSENT TO THESE GENERAL TERMS AND CONDITIONS, WHICH RESULTS IN A LEGAL CONTRACT, ARE TO BE DEEMED TO BE THE ENTRY INTO FORCE OF ALL THE ADDITIONAL DOCUMENTS FORMING THESE GENERAL TERMS I. E. THE RISK WARNING, THE PRIVACY POLICY, THE AML POLICY, THE DIGITAL CURRENCY EXCHANGE SERVICE TERMS AND CONDITIONS.

**THE VALUE OF CRYPTO-ASSETS MAY FLUCTUATE SIGNIFICANTLY, AND THERE IS A SUBSTANTIAL RISK OF ECONOMIC LOSSES WHEN EXCHANGING CRYPTO-ASSETS. BY USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU REVIEWED THE RISK WARNING DOCUMENT PUBLISHED ON OUR WEBSITE AND:**

- (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF CRYPTO-ASSETS.**
- (2) YOU ASSUME ALL RISKS RELATED TO THE USE OF THE SERVICES AND TRANSACTIONS OF CRYPTO-ASSETS.**
- (3) BITLOCUS IS NOT TO BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.**

### **1. GENERAL PROVISIONS**

#### **1.1. Definitions**

- 1.1.1. For the purposes of these Terms, the following words and expressions will have the meanings hereby assigned to them, unless the context otherwise requires:

**Account** – an account created by Bitlocus to the User providing the features required to use the Services.

**AML / CTF** – means anti-money laundering and counter-terrorism financing.

**Buyer** – as defined in the Bitlocus Crypto-Assets Exchange Services Terms and Conditions.

**Bitlocus or we or us** – “Bitlocus PL sp.z o.o.”, a private limited liability company, established and operating under the laws of the Republic of Poland, legal entity code 540360720, registered address at Hoza str. 86/210, PL-00682 Warsaw, Republic of Poland.

**Crypto-Asset** – a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology.

**Crypto-Asset Exchange Services Terms and Conditions** – Bitlocus Crypto-Asset Exchange Services Terms and Conditions governing your use of our Crypto-Asset exchange services.

**Fiat Currency** – funds as defined in Article 4(25) of the Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/11/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC.

**Privacy Policy** – the policy governing the processing of personal data by Bitlocus.

**Prohibited Use** – any prohibited use of the Services in accordance with Section 8 of these Terms.

**Order** – as described in the Crypto-Assets Exchange Services Terms and Conditions.

**Platform** – an IT solution created by Bitlocus for trading Crypto-Assets and available [here](#).

**Seller** – as it is described in Bitlocus Crypto-Asset Exchange Services Terms and Conditions.

**Services** – services related to Crypto-Assets and provided by Bitlocus in accordance with these Terms and separate specific Services Terms.

**Services Terms** – terms and conditions for our separate specific Services.

**Suspension Event** – any event in accordance with Section 7 of these Terms.

**Terms** – these specific terms and conditions, including all amendments, modifications, and updates, that govern the use of the Services. The Terms are published on our website and are binding upon all Users who access or utilize the Services.

**Transaction** – any operation or series of operations involving the trading, buying, or selling of Crypto-Asset on the Platform, carried out in accordance with these Terms.

**User or you** – an individual or a legal entity registered on the Platform, holding the Account and using the Services.

## 1.2. Interpretation

- 1.2.1. References to Sections and Articles, unless stated or the context requires otherwise, are to be construed as references to Sections and Articles of these Terms.
- 1.2.2. References to legal acts (if any) include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such legal act.
- 1.2.3. In these Terms:
  - a. where applicable, words in the singular are to include the plural, and words in the plural are to include the singular;
  - b. references to "persons" or "individuals" include natural persons, legal entities, unincorporated associations, partnerships, and any other organizations, whether or not they possess a separate legal personality;
  - c. except where the context specifically requires otherwise, words denoting one gender are to be interpreted as including all genders, and words in the singular are to be interpreted as including any part thereof;

- d. references to the words "include" or "including" (or any similar terms) should not be construed as limiting in any way. General terms introduced by the word "other" (or any similar terms) are not to be interpreted restrictively because they are preceded or followed by words indicating a specific class of acts, matters, or things.

### **1.3. Contractual Relationship**

- 1.3.1. These Terms constitute a legal agreement and create a binding contract between you and Bitlocus.

### **1.4. Supplementary Terms**

- 1.4.1. Due to the rapid evolution of Crypto-Assets, these Terms do not list all rights and obligations of each party, nor do they guarantee full alignment with future developments. Consequently, any additional agreements entered into separately between you and Bitlocus are considered supplementary terms, forming an integral part of these Terms and carrying the same legal effect. Your continued access to our Platform constitutes your acceptance of these supplementary terms.

## **2. SCOPE OF THESE TERMS**

- 2.1. These Terms govern your use of our Platform, including, but not limited to, opening and using your Account and accessing our Services in general. Along with the Bitlocus Privacy Policy, Risk Warning, AML Policy, and Crypto-Asset Exchange Service Terms and Conditions, these Terms form a legally binding relationship between you and us.
- 2.2. Persons who are not registered on the Platform will only be able to view and access certain information but will not be able to use the Services. By accessing our Platform (whether or not you choose to use our Services) and clicking "I agree with General T&C," you expressly agree to comply with the provisions of these Terms, Privacy Policy, Risk Warning, AML Policy, and Crypto-Asset Exchange Service Terms and Conditions governing access to the Platform.

## **3. ELIGIBILITY, REPRESENTATIONS AND WARRANTIES**

### **3.1. Eligibility**

- 3.1.1. You are only permitted to access our Platform and use our Services if you are a registered User and comply with all of the following criteria:
  - 3.1.1.1. if you are an individual, you must be aged 18 years or older, taking into consideration the laws applicable to you regarding the age for a full legal capacity;
  - 3.1.1.2. if you are a legal person, you must be duly established and operate in a country in which our Services are legally accessible;
  - 3.1.1.3. you are eligible to use Bitlocus Services and maintain an Account with Bitlocus in compliance with the laws applicable to you. It is your sole responsibility to determine if you are eligible to use Bitlocus Services. Furthermore, you agree to immediately stop using Bitlocus Services if it becomes illegal under the laws applicable to you;
  - 3.1.1.4. you must provide all of the information and / or data and / or documents required by us to set up and maintain your Account and verify your identity following our instructions;
  - 3.1.1.5. Bitlocus must be satisfied with the results of identity verification, fraud prevention, background checks, and any anti-money laundering and counter-terrorist financing checks that it (or any third party) conducts on you at any time during the course of our relationship;
  - 3.1.1.6. at all times you comply with the Terms as well as all applicable laws.
- 3.1.2. Bitlocus reserves the exclusive right to restrict or limit your access to and / or use of our Platform and Services without providing any reasons.

### **3.2. Your general agreements and promises**

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

- 3.2.1.1. confirm that you are eligible to access our Platform and use our Services in accordance with the criteria listed in Item 3.1.1;
- 3.2.1.2. agree and acknowledge that any actions performed using your Account will be legally binding and have the same effect as actions formalized by a paper document signed by you. If you are acting on behalf of a legal entity, this includes actions endorsed by the entity's official stamp;
- 3.2.1.3. confirm that, in cases of legal representation, you are duly authorized to enter into a contractual relationship with us on behalf of the person you represent. You will be required to provide duly signed and certified documents proving your authority to access and use our Platform and / or Services on behalf of the represented person. Failure to provide such documentation will result in denial of access to our Platform and / or Services;
- 3.2.1.4. authorize Bitlocus to conduct any necessary inquiries, including identity verification, fraud checks, and other measures deemed appropriate by Bitlocus to comply with applicable laws on money laundering, terrorist financing, and other legal obligations. You expressly consent to provide any required information, documents, and data;
- 3.2.1.5. confirm that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, Risk Warning, AML Policy, Crypto-Asset Exchange Service Terms and Conditions, and any other relevant documents;
- 3.2.1.6. consent to the Platform sending and receiving funds to / from the Buyer's and Seller's Accounts in their name and on their behalf in relation to Transactions;
- 3.2.1.7. commit to being bound by these Terms, our Privacy Policy, and any other related documents, and agree to comply with them;
- 3.2.1.8. undertake to pay all fees associated with Transactions and Services as outlined in Section 10 of these Terms;
- 3.2.1.9. confirm that you have sufficient knowledge of Crypto-Assets to enter into Transactions and understand that you are solely responsible for assessing the nature, value, suitability, risks, and appropriateness of our Services;
- 3.2.1.10. affirm that the funds deposited in your Account belong to you and are derived from legitimate sources. Bitlocus reserves the right to request proof of the legitimacy of these funds;
- 3.2.1.11. acknowledge and accept the risks associated with using the Services and accessing the Platform, and confirm that you have read and understood the Risk Warning available [here](#);
- 3.2.1.12. confirm that Bitlocus has not advised or recommended that you use the Services or enter into Transactions related to Crypto-Assets;
- 3.2.1.13. commit to ensuring that any personal information you provide to Bitlocus is accurate, up-to-date, and complete, and that it relates solely to you. You also agree to notify us within 10 calendar days of any changes to the information you have provided, such as your name, representative's name, place of residence / registered office address, email address, etc. Upon our request, you must submit any documents (originals, duly certified copies, or scanned copies) supporting such changes;
- 3.2.1.14. consent to the sharing of your personal data and identifiers with appropriately authorized third parties, including banks, as required to provide our Services and in accordance with applicable AML / CTF laws;
- 3.2.1.15. undertake to promptly provide any additional information, documents, and data we may request from you; and

- 3.2.1.16. represent and warrant that your access to our Platform and use of our Services do not violate any applicable laws or regulations of any jurisdiction that applies to you.
- 3.2.2. By accepting these Terms, you represent and warrant that all of the above statements are true and accurate on the day of acceptance and will remain so for as long as you use our Services.

## **4. YOUR ACCOUNT**

### **4.1. Registration and activation**

- 4.1.1. To use our Services, you must first create the Account and have it activated. You are only entitled to create the Account if you meet all the eligibility criteria set forth in Section 3 of these Terms.
- 4.1.2. To create an Account you must provide us with your full name, valid e-mail address, set up a password and confirm your acceptance of these Terms and related documents. You will not be able to access our Services and benefit from them until you have your Account activated.
- 4.1.3. To have your Account activated, you will have to submit us any and all information and / or data and / or documents required by us. In case of legal representation, the representative is required also to provide us with documents proving his / her authorizations. In case of a legal person, the representative must also provide us with information about the director of a legal entity. We may ask you to verify your email address and / or phone number. We will review and assess information and data and documents submitted to us by you. Should the outcome of such assessment be positive, your Account will be activated and, provided that you accept the separate specific Services Terms, you will be able to start using our Services.
- 4.1.4. The methods of depositing / withdrawing Crypto-Assets to / from your Account will be indicated on your Account. We have a right to unilaterally add and respectively discontinue any deposit / withdrawal method at any time and without indicating any reason. We do not give a guarantee regarding any deposit / withdrawal method available on your Account at a particular time, as long as at least one deposit / withdrawal method is available to you.

### **4.2. In relation to your Account, you undertake to:**

- 4.2.1. create a strong password for your Account (i.e. a password that is different from any other password you use for any other website or online service and that cannot be easily guessed). You must change your password regularly and immediately in case you suspect your password has been compromised;
- 4.2.2. keep your Account login information, password and any forms of multi-factor authentication confidential and separately from each other, as well as separately from any other information or documents relating to your Account;
- 4.2.3. not store your login information on any device, irrespectively if such device is of your private or public use;
- 4.2.4. not let any person access your Account at any time without our prior written permission;
- 4.2.5. not leave your computer, phone or any other device unattended while you are logged into your Account;
- 4.2.6. always log out from your Account, especially when accessing your Account from public devices;
- 4.2.7. not open more than one Account, except with our prior written permission. We discourage you from attempting to circumvent this provision, e. g. by requesting to open a second Account unless you have a solid ground for such a request and we find it fit or by trying to open the Account using different email address etc. Such attempt will be considered as an attempt of fraud and will result in termination of the relationship between us and you;
- 4.2.8. notify us immediately if you identify or suspect any unauthorized access to your Account.

### **4.3. In relation to your Account you confirm that:**

- 4.3.1. Bitlocus reserves the right to conduct inquiries directly with you or through third parties we employ to verify your identity and to protect against fraud, terrorism financing, and / or money laundering.

- 4.3.2. You are responsible for maintaining the security of your Account login information and password. If you share your login information with a third party, you bear full responsibility and liability for any resulting actions and consequences. Additionally, voluntarily sharing your login information with a third party will be considered a material breach of these Terms and may, at our sole discretion, result in the termination of our relationship.
- 4.3.3. You understand and consent that:
  - 4.3.3.1. You will not be provided with a private key for any Crypto-Asset held in your Account with us;
  - 4.3.3.2. You do not own and will not claim ownership of any newly created assets that emerge from events known as “forks” and / or “hard forks,” unless otherwise indicated by Bitlocus.
- 4.3.4. You acknowledge that anyone accessing your Account will be able to enter Transactions, and Bitlocus has no obligation to verify or take any steps to verify any instructions received from you or appearing to be sent by you.
- 4.3.5. Bitlocus will process your Transactions according to the instructions you provide. Therefore, you must carefully verify all instructions before placing any Orders. If there is an error in your instructions but the Order can still be executed, Bitlocus will not be responsible or liable for the consequences of executing such an Order.
- 4.3.6. By using our Services, you accept full responsibility and liability for any unauthorized use of your Account caused by your negligence or breach of these Terms, and you assume all associated risks.

## 5. AML / CTF

- 5.1. To comply with applicable AML / CTF requirements, Bitlocus must obtain and retain the necessary documents, information, and data from the User.
- 5.2. For AML / CTF purposes, the User must provide Bitlocus with the requested information, data, and documents. Bitlocus reserves the right to take other legitimate measures to fulfill applicable AML / CTF requirements. Failure to submit the requested information, data, or documents - or providing incorrect or incomplete information - may result in the Platform and / or Services becoming unavailable to you, at Bitlocus's sole discretion.
- 5.3. At any point during our relationship, Bitlocus has the right to request from the User any documents, data, and information, including those confirming the legal basis and sources (origin) of the User's funds and other assets, as well as other documents and information necessary for Bitlocus to adequately meet AML / CTF requirements.
- 5.4. Bitlocus reserves the right to restrict or terminate access to the Platform and / or Services if the User fails to provide, avoids providing, or refuses to provide the requested documents, data, and / or information; conceals the requested documents, data, and / or information; provides incorrect or incomplete information; or otherwise fails to comply with any instructions from Bitlocus.
- 5.5. Bitlocus relies on reliable and independent sources of information and other lawful methods to verify the information provided by the User.
- 5.6. Bitlocus monitors your activities on the Platform. In the event of suspicious activities, we reserve the right to suspend them for a certain period and to fulfill our obligations to report such activities to the appropriate authorities.
- 5.7. If we determine that you pose an unacceptable AML / CTF risk to us, we reserve the right to immediately and unilaterally terminate our relationship with you.

## 6. SUPPORTED CRYPTOASSETS

- 6.1. The Crypto-Assets supported by Bitlocus are listed on the Platform and can be accessed [here](#). Bitlocus reserves the right, at its sole discretion, to add or remove any Crypto-Asset from the Platform at any time without prior notice, if required by applicable laws, a court or government order, changes in the underlying network's operating rules, or due to any technological issue beyond our reasonable control.

- 6.2. Bitlocus assumes no responsibility or liability if you attempt to use your Account for any Crypto-Asset that is not supported by Bitlocus at that time.
- 6.3. Bitlocus does not control or own any of the underlying networks or software protocols that govern the operation of the Crypto-Assets supported by Bitlocus.
- 6.4. Bitlocus does not guarantee or underwrite any Transaction you enter into using the Platform.
- 6.5. Withdrawals of Crypto-Assets may be delayed indefinitely if Bitlocus needs to retrieve them from offline storage.
- 6.6. The time required to process a Transaction depends on various factors, including the performance of third parties. We do not guarantee when a specific Transaction will be executed.
- 6.7. Bitlocus reserves the right to establish Transaction limits at any time without prior notice and without providing reasons.
- 6.8. Bitlocus reserves the right to refuse to process or cancel any Order or Transaction at any time, in accordance with applicable laws, court or government orders, to enforce Transaction limits, in the event of a Suspension Event, or under other significant circumstances as determined by Bitlocus.
- 6.9. Crypto-Assets are a high-risk asset class, and trading in them carries additional risks. You confirm that you have read and understood the Risk Warning and agree to accept these risks.
- 6.10. The amount or value of Crypto-Assets held by you is not guaranteed or underwritten by Bitlocus or any third party, and you may lose the Crypto-Assets, or their value stored in your Account within a short period of time. In such cases, you have no right to claim damages from Bitlocus or any third party (including loss of profit), except in cases where the loss results from Bitlocus' breach of these Terms.
- 6.11. Bitlocus supports up to a maximum of eight decimal places for each asset. Any excess beyond this limit is automatically deducted, and you agree that you no longer own the excess once it has been deducted. Please avoid depositing amounts with more decimal places than specified [here](#).

## 7. SUSPENSION

- 7.1. Bitlocus reserves the right to suspend your access to the Platform and / or Services without prior notice and for any period of time at its discretion if Bitlocus deems it necessary or desirable, including in the following cases:
  - 7.1.1. as a result of any Prohibited Use;
  - 7.1.2. following a "hard fork" or any other sudden change in operating rules within any underlying Crypto-Asset network;
  - 7.1.3. following a force majeure event or a market disruption event;
  - 7.1.4. to comply with applicable law, changes in law, or regulatory guidance;
  - 7.1.5. if, in Bitlocus's opinion, other significant circumstances warrant suspension.

## 7.2. Consequences of Suspension Event

- 7.2.1. In case the Suspension Event occurs, Bitlocus has the right to suspend access to the Platform and / or one or more Services to one or more (or all) Users for as long as Bitlocus determines, in good faith, is necessary or prudent in view of the interests of Bitlocus and its Users.
- 7.2.2. Bitlocus is not to be liable to any User or third party for any loss (including loss of profit), liability or inconvenience arising as a result of any Suspension Event, or suspension of any Services or access to the Platform arising from the action taken following a Suspension Event.

- 7.2.3. Upon its discretion Bitlocus has the right to provide you with the opportunity to withdraw your Crypto-Assets from your Account and transfer them to a third party service.

## **8. PROHIBITED USE**

- 8.1. It is strictly prohibited to use the Platform or any Service in any of the following cases:
- 8.1.1. to conduct or engage in any illegal or unlawful activity;
  - 8.1.2. to hide or disguise the proceeds of any illegal or unlawful activity;
  - 8.1.3. to infringe our proprietary intellectual property, or the proprietary intellectual property of any other person;
  - 8.1.4. to engage in gambling;
  - 8.1.5. in relation to any Crypto-Asset that Bitlocus does not support at the relevant time;
  - 8.1.6. to engage in any deceptive, fraudulent or malicious activity, including by launching malware or viruses, or seeking to hack into any Accounts or steal any Crypto-Assets held by any other User;
  - 8.1.7. to reverse-engineer, decompile, disable, or disassemble any software running on the Platform;
  - 8.1.8. to allow anyone who is not a duly authorized person to have access to or use your Account;
  - 8.1.9. to promote securities;
  - 8.1.10. to harm in any way Bitlocus, any person associated with Bitlocus, or any third party;
  - 8.1.11. in case you are not a User;
  - 8.1.12. to offer or purport to offer any Service to any person who is not a User; or
  - 8.1.13. to engage in any other use or activity that breaches these Terms or, in Bitlocus opinion, is unacceptable.
- 8.2. Bitlocus reserves the right without any prior notice or explanation to block or refuse any person (including any User) from accessing the Platform and / or any Service and / or any Transaction in case it believes in good faith that such person, Service or Transaction is related to a Prohibited Use.

## **9. ADDITIONAL RIGHTS AND REMEDIES**

- 9.1. In the event we believe you have breached or are in breach of these Terms or any applicable law, we have the right to:
- 9.1.1. limit, suspend or cancel your access to the Platform and / or Services;
  - 9.1.2. warn any Users of your actions;
  - 9.1.3. issue a warning to you;
  - 9.1.4. inform competent institutions and cooperate fully with any law enforcement authorities by, including, but not limited to, disclosing your information to such authorities.
- 9.2. This Section does not limit any other rights granted to us by the applicable law.

## **10. FEES**

- 10.1. The User agrees to pay Bitlocus the fees for our Services as specified on our website here. These fees are subject to change due to the changing infrastructure costs to Bitlocus. The fees are published on the Platform.

- 10.2. Bitlocus reserves the right, at its sole discretion to update the fees for Services at any time. Updated fees will apply to any use of Services occurring after the effective date of the updated fees. If no effective date is specified, the updated fees will take effect immediately upon their publication.
- 10.3. You authorize Bitlocus to deduct from your Crypto-Assets held by Bitlocus any applicable fees that you owe to Bitlocus.
- 10.4. Ensure that the required fees due from you are available to us on the due date. If you do not have enough Crypto-Assets to pay the fees or any other amounts due, we reserve the right to suspend the provision of our Services to you until such fees / amounts due will be paid to us.

## **11. TAXES**

- 11.1. You are solely responsible for duly and timely declaration / reporting of your activities on your Account and gains in relation thereto in compliance with the law applicable to you. Bitlocus has no obligation to provide any information to any third parties (except when fulfilling its own obligation in relation to these Terms or under applicable law) regarding your activities on your Account and gains in relation to your activities on the Account.
- 11.2. You are solely responsible for paying any and all taxes applicable to you in relation to using our Services in timely and duly manner.
- 11.3. It is your responsibility to determine what, if any, taxes you are obligated to pay in relation to the Transactions and Crypto-Assets you hold or otherwise.
- 11.4. Bitlocus makes no representations in relation to tax liabilities, assumes no tax liability to any User, assumes no responsibility for the tax liability of yours or any other User, not for collecting, reporting, withholding or remitting any taxes arising from any Transactions that you may enter into.
- 11.5. Where we have an obligation under applicable law or voluntary decide to report to any competent authorities any information that is related with your tax obligations, you undertake to provide us with the requested documents, data and information.

## **12. LIABILITY AND INDEMNITY**

- 12.1. To the extent permitted by law, Bitlocus and its associated parties disclaim all liability and responsibility for any loss, damages, costs, or expenses, whether arising in tort (including negligence), contract, or otherwise, and whether direct, indirect, or consequential (including those related to business interruption), that you or any other person may suffer or incur in connection with the Services, the use or inability to use the Platform, or any Crypto-Assets.
- 12.2. Where and to the extent that liability for breach of any implied warranty or condition, or otherwise, cannot be excluded, Bitlocus's liability to you is limited to the total amount of fees we have earned from you as a result of providing the Services.
- 12.3. Bitlocus is not to be held liable to you or any third party for any financial decisions or actions you take while using the Services.
- 12.4. Bitlocus does not provide financial, investment, or legal advice in connection with the Services. While Bitlocus may provide information on the price, range, volatility of Crypto-Assets, and events affecting their prices, this information should not be considered as financial or investment advice. Any decision to buy or sell Crypto-Assets is your responsibility, and Bitlocus will not be liable for any related losses.
- 12.5. Bitlocus takes no responsibility for, and will not be liable for, any financial loss arising from the use of your Account, including but not limited to losses due to technical faults, system hacks, server failures, data loss, technical faults of the Crypto-Asset system, forgotten passwords, security breaches of your password, unauthorized access to your Account, corrupted files or data, incorrectly constructed transactions, or mistyped Crypto-Asset addresses.
- 12.6. Without limiting other terms in these Terms, you acknowledge that Bitlocus bears no liability for any damage, loss (including loss of profit), delay, inconvenience, performance failure, or interruption of Service or Transaction, caused by or resulting from (directly or indirectly):

- 12.6.1. any computer virus, spyware, scareware, Trojan horse, worms, or other malware, or cyber, phishing, or spoofing attack that may affect your computer or other device;
- 12.6.2. any cause or condition beyond our reasonable control;
- 12.6.3. any “hard fork,” “soft fork,” or other change in the operating rules of an underlying Digital Currency network;
- 12.6.4. our good faith decision not to support an unsupported branch of a forked protocol, or to configure or reconfigure our systems as a result of the forked protocol or other changes to the operating rules;
- 12.6.5. any suspension of the Services following a Suspension Event or as otherwise permitted under these Terms;
- 12.6.6. inaccurate Orders placed;
- 12.6.7. your failure to meet your legal obligations, including but not limited to your tax obligations.

- 12.7. Bitlocus manages the Bitlocus Platform with due care; however, interruptions, failures, and other issues may occur. Bitlocus does not guarantee the resolution of such problems promptly and assumes no liability for any damage caused by interruptions on the Bitlocus Platform.

## 12.8. **Indemnity**

- 12.8.1. Each User indemnifies Bitlocus and holds Bitlocus harmless for any loss, cost, liability or expense sustained or incurred by it as a result of the relevant User or User breaching these Terms, including by:
  - 12.8.1.1. providing false information, data and / or documents in relation to your eligibility to use Bitlocus Services (Article 3.1.1) or making false promises (Article 3.2.1);
  - 12.8.1.2. engaging in any Prohibited Use;
  - 12.8.1.3. any other breach by you of the Terms, Privacy Policy, Exchange Service Terms and Conditions and any other document (if any) to the Terms;
  - 12.8.1.4. any reliance by you on any information obtained through the Platform.

## 13. **TERMINATION**

- 13.1. These Terms are applicable to you from the moment you access the Platform and click on “I agree with General T&C”. Your access to the Platform and clicking on “I agree with General T&C” constitutes your consent to be bound by these Terms.
- 13.2. At any time and for any reason at its sole discretion, Bitlocus may unilaterally terminate relationship with you, your access to your Account and may halt any pending Transactions or execution of any payments without giving advance notice to you. Bitlocus incurs no liability or obligation for the termination of relationship with you.
- 13.3. Upon termination, you will be notified of it at your email address used to register with Bitlocus.
- 13.4. Bitlocus is not liable to you or any third party for termination of relationship with you irrespective of the termination reason.
- 13.5. You may terminate relationship with us at any time by requesting to close your Account. Your request should be issued in writing by email used to register with Bitlocus and are only to be processed if you have no pending obligation to us; otherwise, your Account will not be closed until you fulfil any and all your obligations towards us, unless Bitlocus is in breach these Terms and such breach was not cured upon your request issued by email and therefore, you are not able to fulfil your obligations.
- 13.6. Upon the termination of these Terms: (i) all rights granted herein will terminate immediately; (ii) you will remit in full all fees and other payments due to Bitlocus according to these Terms accruing prior to the date of termination; (iii) any provision of these Terms that by its very nature or context is intended to survive any

termination, cancellation or expiration hereof, are to survive; and (iv) all other performance obligations of both parties under these Terms will cease.

- 13.7. Termination of the Terms does not exempt you from the due discharge of all obligations to us arising before the date of termination.
- 13.8. Termination of these Terms also means the termination of all Services Terms concluded between you and us.
- 13.9. Transactions initiated under the Terms before their termination will be completed in accordance with the provisions of the Terms applicable before their termination, unless otherwise agreed by you and us.

#### **14. WARRANTY**

- 14.1. All information is provided "as is" without warranty of any kind, express or implied and your use of our Services is at your own risk.
- 14.2. To the extent permitted by law we do not warrant the reliability, availability, accuracy, completeness or timeliness of information on the Platform. Without any limitation to the former, Bitlocus does not warrant that any Services including, but not limited to, the Platform will run without errors or defects. Bitlocus does not give any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
- 14.3. Bitlocus does not warrant that it will meet your requirements or will be available uninterruptedly or secure at any time or location. Bitlocus does not warrant that its Services are free from viruses or other harmful content.
- 14.4. Bitlocus does not warrant, endorse, guarantee or assume any responsibility and liability for any product or service offered or advertised by a third party through the Services or through the Platform, and Bitlocus will not monitor or be held liable for any interactions between you and third-party providers of products and / or services using or access to the Platform.

#### **15. CONFIDENTIALITY OBLIGATIONS**

- 15.1. The Parties acknowledge that throughout their engagement under this Agreement, the exchange of Confidential Information may occur.
- 15.2. The receiving Party commits to using the Confidential Information solely to fulfill its duties under this Agreement, not exceeding the agreed-upon scope. The receiving Party must protect this Confidential Information with the highest discretion, not disclosing it to any third parties without the Disclosing Party's explicit written permission.
- 15.3. The duty of confidentiality includes adopting protective measures at least as stringent as those used for the Receiving Party's own confidential information, ensuring no less than reasonable care is applied. The receiving Party is responsible for any unauthorized use or disclosure of the Confidential Information by its personnel or representatives that violates this Agreement.
- 15.4. Should the receiving Party learn of any unauthorized or potentially unauthorized disclosure of Confidential Information, it must promptly inform the Disclosing Party, allowing for the implementation of protective actions.
- 15.5. Exceptions to the confidentiality obligations include scenarios where the Receiving Party can prove that the information:
  - 15.5.1. was already known to the receiving Party without confidentiality obligations before being disclosed under this Agreement;
  - 15.5.2. became publicly known through no fault of the receiving Party;
  - 15.5.3. was received from a third party not bound by confidentiality obligations to the disclosing Party.

15.6. If required by law to disclose Confidential Information, the receiving Party must give the disclosing Party adequate notice to contest the disclosure. If such contest is not received from the disclosing Party allows the receiving Party to reveal only the legally required information, ensuring the rest remains protected under this Agreement.

15.7. User acknowledges and agree that the disclosure of information which may be considered as confidential to competent authorities and subcontractors of the Bitlocus as well as other persons engaged / contacted by Bitlocus for the provision of Services / compliance with applicable legislation, are not to be considered as a breach of the confidentiality obligations.

## **16. COMPLAINTS AND DISPUTES**

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

## **17. AMENDMENTS TO THESE TERMS**

17.1. We have a right at any time to unilaterally amend these Terms including any part thereof by publishing the amended Terms on our website.

17.2. The amended Terms will come into force in seven calendar days upon their publication on our website. Any subsequent access to or use by you of the Platform will constitute an acceptance of the amended Terms.

17.3. If you do not wish to accept the amended Terms, please implement the procedure referred to in Article 13.5 for the termination of relationship with us.

## **18. COMMUNICATION**

18.1. All communications, including information, warnings, notices, claims, and any other messages related to this Agreement, must be in writing and are considered duly delivered when sent to the respective email addresses designated in this Agreement. Communications are deemed to have been received by the recipient on the first business day following the day the email was sent.

18.2. Both Parties must promptly inform each other of any changes to their email addresses, other contact details and contact persons. A Party that fails to update its contact information as required cannot assert any claims or defences based on the other Party's reliance on the last known contact details, including any obligations that were not performed or were improperly performed.

## **19. MISCELLANEOUS**

19.1. **Documents to be provided by User to Bitlocus.** Bitlocus has the right to require User to provide original documents and / or copies certified by a notary or any other person authorized by the state. Bitlocus has also a right to require that documents drawn up abroad be translated into English and / or legalized and / or attached with an Apostille, unless international treaties concluded between the Republic of Poland and the respective foreign country establish otherwise.

19.2. All costs of drafting, delivery, certification, notarization, apostillization and translation of documents to be provided to Bitlocus are to be borne by the User.

19.3. If documents provided by the User to Bitlocus are inconsistent with the requirements established by legal acts and / or by Bitlocus, and / or if Bitlocus has reasonable doubt as to the authenticity or accuracy of the submitted documents, Bitlocus has the right to suspend User's access to the Platform and / or provision of Services to User and / or to demand from User the submission of additional documents.

19.4. **Governing law and jurisdiction.** These Terms, Privacy Policy and all other related documents referred to herein are governed by and interpreted in accordance with the laws of the Republic of Poland. All disputes and controversies arising out of or in connection with these Terms are to be submitted to the courts in Warsaw, the Republic of Poland.

19.5. **Validity.** These Terms are to be valid as long as you use the Platform and / or Services.

- 19.6. **Enforceability.** No provisions of these Terms are to be enforceable by any other person other than you and Bitlocus.
- 19.7. **Assignments.** Your Account is personal, and you may not assign or transfer in any way any rights and obligations under the Terms to any third party. Bitlocus may transfer its rights and obligations arising out of these Terms or in relation to these Terms to any third party without your prior consent.
- 19.8. **Sub-contraction.** Bitlocus has the right to sub-contract any third party for the purposes of provision of Services to you.
- 19.9. **Improvement of the Platform.** Bitlocus has the right to at any time develop, improve, and otherwise modify the Platform, website and / or other IT matters related to the Services, including quantity of functions, their scope, procedure for use of the functions, scope of data required from you, etc. Where needed and possible, at our sole discretion, we may publish information about the improvements indicated in this Article on the website. We assume no responsibility and liability for any losses and inconveniences to you, which may be sustained as a result of exercising our right indicated in this Article, or we are released from such responsibility.
- 19.10. **Ownership of Intellectual Property.** The User acknowledges and agrees that access to the Platform and use of the Services will provide access to various documents, processes, software, and other technologies and materials, for which Bitlocus and / or one or more third parties hold all intellectual property rights. These rights include (a) copyrights, rights similar to copyright, database rights, patents, rights in inventions, trademarks, rights in internet domain names and website addresses, trade names, designs, know-how, trade secrets, and other rights in Confidential Information, including those under marketing legislation; and (b) all other rights having equivalent or similar effect in any country or jurisdiction worldwide (collectively "Intellectual Property Rights").
- 19.11. **Intellectual Property Rights.** All copyrights, trademarks, patents, trade secrets, and other Intellectual Property Rights related to the Platform and Services, including the systems, platforms, software, and documentation provided by Bitlocus, are the property of Bitlocus and / or the third party that granted Bitlocus the right to provide them. These rights will remain the sole and exclusive property of Bitlocus or the relevant third party, and the User has no rights or interests in them except for the right to access and use them solely to access the Platform and use the Services under these Terms.
- 19.12. **Invalidity.** If any provision of these Terms is deemed invalid or unenforceable, the validity of the remaining provisions are not to be affected. The invalid or unenforceable provision will be replaced by a legally enforceable provision that closely reflects the original intent and economic effect of the invalid or unenforceable provision.
- 19.13. **Waiver.** Any failure or delay in exercising any right or remedy on one or more occasions will not prevent Bitlocus from exercising it at a later time or from exercising any other right or remedy. No part of these Terms may be waived, modified, amended, or supplemented in any manner except by Bitlocus in writing.
- 19.14. **Effect.** All provisions of these Terms that by their nature are intended to survive termination of our relationship will remain in effect, including those related to exclusions and limitations of Bitlocus's liability, intellectual property restrictions, and reimbursement of damages.
- 19.15. **Language.** The User and Bitlocus agree that the language of these Terms, as well as all communication between you and us, are to be English.