



Crypto Assets Exchange Services Terms and Conditions

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

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

WE URGE YOU TO DOWNLOAD A COPY OF THESE 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 TERMS ARE ALWAYS AVAILABLE ON OUR WEBSITE.

THESE TERMS FORM AN INTEGRAL PART OF THE GENERAL TERMS AND CONDITIONS, WHICH ESTABLISH THE TERMS AND CONDITIONS APPLICABLE TO THE ACCESS AND USE OF OUR PLATFORM. CONSENTING TO THESE TERMS, RESULTING IN A LEGAL CONTRACT, SHALL BE DEEMED TO BE THE ENTRY INTO FORCE OF THE ADDITIONAL PROVISIONS OF THE GENERAL TERMS AND CONDITIONS ESTABLISHING THE RELATIONSHIP BETWEEN YOU AND BITLOCUS.

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 SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.**

1. DEFINITIONS

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

Buyer – a User who initiates and submits a Buy Order on the Platform with the intention of purchasing Crypto-Asset in exchange for Fiat Currency or another type of Crypto-Asset.

Buy Order – a formal instruction placed by a Buyer through the Platform, specifying the type and quantity of Crypto-Asset or Fiat Currency to be purchased, as well as the prices at which the Buyer is willing to purchase the Crypto-Asset or Fiat Currency.

General Terms and Conditions – Bitlocus General Terms and Conditions governing your access to our Platform and use of our services in general.

Order – a collective term that encompasses both Buy Orders and Sell Orders. An Order represents a User's intent to trade Crypto Assets, whether by purchasing or selling, under the specified terms and conditions.

Seller – a User who initiates and submits a Sell Order on the Platform with the intention of selling Crypto-Asset in exchange for Fiat Currency or another type of Crypto-Asset.

Sell Order – a formal instruction placed by a Seller through the Platform, specifying the type and quantity of Crypto-Asset or Fiat Currency to be sold, as well as the price at which the Seller is willing to sell the Crypto-Asset or Fiat Currency.

Swap Services – specialized services provided by Bitlocus that facilitate the direct exchange of one type of Crypto-Asset for another type of Crypto-Asset, as well as Fiat Currency to Crypto-Asset and Crypto-Asset to Fiat Currency exchange.

OTC Services – over-the-counter services provided by Bitlocus that enable the trading of large volumes of Crypto-Assets and Fiat Currencies directly between parties, excluding Fiat Currency to Fiat Currency trades.

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. Transactions include, but are not limited to, the execution of Orders, the conversion of Crypto-Asset through Swap Services, and the facilitation of large-scale trades through OTC Services.

1.2. Other capitalized words which are not defined above are understood as they are defined in the General Terms and Conditions.

2. GENERAL PROVISIONS

2.1. About These Terms

2.1.1. Contractual Relationship

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

2.1.2. Supplementary Terms

Due to the rapid development of [Crypto Assets](#), these Terms do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, all other agreements entered into separately between you and Bitlocus are deemed supplementary terms that are an integral part of these Terms and shall have the same legal effect. Your use of Services is deemed your acceptance of these supplementary terms.

3. BITLOCUS TRADING

3.1. Placing Orders

3.1.1. You will be able to place the following types of Orders in accordance with these Terms:

3.1.1.1. Buy Order;

3.1.1.2. Sell Order.

3.2. "In order" status

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

3.3. Limits

- 3.3.1. Bitlocus shall have a right to establish Transaction limits at any time without prior notice and without specifying any reasons.
- 3.3.2. Bitlocus shall have a right at any time to determine minimum and/or maximum amounts for a single Buy/Sell Order which will be indicated [here](#).

3.4. Regulatory and fraud prevention requirements

- 3.4.1. In order to comply with regulatory and fraud prevention requirements, we reserve the right to review any action and Transaction within your Account, including requests for withdrawals. We may request further information, data and/or documents from you, including prior to releasing funds. Failure to satisfy our request may result in freezing of your funds for an indefinite period.

3.5. Cancellation of Orders

- 3.5.1. You will be able to cancel the Order after placing it but only for an uncompleted (not executed) part of the Order.
- 3.5.2. Bitlocus reserves the right to immediately and unilaterally cancel any Order, in whole or in part, if:
 - 3.5.2.1. Bitlocus suspects that the Order involves money laundering, terrorist financing, or another illegal or unlawful activity;
 - 3.5.2.2. the Order relates to a Prohibited Use;
 - 3.5.2.3. Bitlocus is required to do so by a court order or under the instruction of a competent authority; or
 - 3.5.2.4. in Bitlocus's opinion, there are other significant circumstances that warrant cancellation.

3.6. Order Records

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

3.7. Confirmation of Understanding

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

- 3.7.1. it is your responsibility to confirm that the Order details are accurate, including the amount of Crypto-Assets or Fiat Currency you intend to buy and/or sell, any applicable fees, the gross price for your Order, and the amount and nature of the Crypto-Assets or Fiat Currency to be transferred to you;
- 3.7.2. it is solely your responsibility to cancel any Order or part thereof in case you do not want it completed;
- 3.7.3. there is a risk that an Order or part thereof will be completed before your any cancellation request is received by us;
- 3.7.4. the amount of time required to complete an Order, i.e. to transfer to you the Crypto-Asset or Fiat Currency you bought or to transfer Fiat Currency / Crypto-Asset to you for the Crypto-Asset you sold, will depend on various factors, including the performance of third parties. Bitlocus makes no guarantee as to when the relevant Fiat Currency / Crypto-Asset will become available to you;
- 3.7.5. the Fiat Currency / Crypto-Asset you use for an Order must be of a sufficient amount (for an Order and applicable fees) and free and clear of any liens, charges or encumbrances as well as the ownership of such Fiat Currency / Crypto-Asset must belong to you;
- 3.7.6. Bitlocus shall not be held liable in the event of any of the above circumstances.

4. BUY ORDERS

4.1. General Provisions for Buy Orders:

- 4.1.1. All Buy Orders involve the purchase of a Crypto-Asset or Fiat Currency that is supported by Bitlocus;
- 4.1.2. Buy Orders are opened immediately, provided that a sufficient amount of funds has been pre-loaded into your Account;
- 4.1.3. All Buy Orders are recorded by Bitlocus for compliance and transactions history purposes.

4.2. Processing of Buy Orders

- 4.2.1. You can place a Buy Order through your Account on the Bitlocus Platform. By doing so, you authorize Bitlocus to initiate debits from your Account and execute the Buy Order in accordance with these Terms.
- 4.2.2. Upon the placement of a Buy Order, the total purchase price, including any applicable fees, shall be locked and marked as "in order" in your Account. These funds shall not be available for any other Transactions (including withdrawals) until the Buy Order is either fully executed or cancelled.

4.3. Partial execution of Buy Order

- 4.3.1. In the event that a Buy Order is only partially executed, the amount Crypto-Asset and / or Fiat Currency required to settle the balance of the Buy Order, including any applicable fees, shall remain in an "in order" status. These funds shall be locked until the remaining portion of the Buy Order is either executed or cancelled.

4.4. Confirmation and Settlement

- 4.4.1. Upon the full execution of a Buy Order, the purchased Crypto-Asset or Fiat Currency will be credited to your Account, and the corresponding Fiat Currency or other Crypto-Asset will be debited from your Account.
- 4.4.2. You will receive a confirmation notice from Bitlocus once the Buy Order has been fully executed. This confirmation will detail the amount of Crypto-Asset or Fiat Currency purchased, the price at which the Buy Order was executed, and any applicable fees.

4.5. User Responsibilities

- 4.5.1. It is the User's responsibility to ensure that all details of the Buy Order are accurate, including the type and amount of Crypto-Asset or Fiat Currency to be purchased, and the amount of any applicable fees.
- 4.5.2. The User is solely responsible for monitoring the status of the Buy Orders and ensuring that sufficient funds are available in his Account to cover the total purchase price and any applicable fees.
- 4.5.3. Bitlocus shall not be liable for any losses or damages arising from the execution of a Buy Order in accordance with the User's instructions, including any losses due to fluctuations in the value of Crypto-Asset.

5. SELL ORDERS

5.1. General Provisions for Sell Orders:

- 5.1.1. All Sell Orders involve the sale of a Crypto-Asset or Fiat Currency that is supported by Bitlocus.
- 5.1.2. Sell Orders are opened immediately upon submission, provided that a sufficient amount of the Crypto-Asset or Fiat Currency to be sold is available in your Account.
- 5.1.3. All Sell Orders are recorded by Bitlocus for compliance and transaction history purposes.

5.2. Processing of Sell Order

- 5.2.1. The User can place a Sell Order through his Account on the Platform. By doing so, the User authorizes Bitlocus to initiate debits from your Account and execute the Sell Order in accordance with these Terms.
- 5.2.2. Upon the placement of the Sell Order, the total amount of Crypto-Asset offered for sale shall be marked as “in order” in your Account. Bitlocus shall deduct any applicable fees from the sale proceeds before they are credited to your Account.

5.3. Partial Execution of Sell Orders

- 5.3.1. Until the Sell Order is fully executed, expires, or is cancelled, the Crypto-Asset or Fiat Currency being offered for sale will not be available for any other purpose, including other Sell Orders or withdrawals. For partially executed Sell Orders, the unsold portion of the Crypto-Asset or Fiat Currency shall remain in an “in order” status until the remaining part of the Sell Order is executed, expires, or is cancelled.

5.4. Confirmation and Settlement

- 5.4.1. Upon the full execution of a Sell Order, the proceeds from the sale, minus any applicable fees, will be credited to your Account. The corresponding amount of Crypto-Asset or Fiat Currency will be debited from your Account.
- 5.4.2. The User will receive a confirmation notice from Bitlocus once the Sell Order has been fully executed. This confirmation will detail the amount of Crypto-Asset or Fiat Currency sold, the price at which the Sell Order was executed, and any applicable fees.

5.5. User Responsibilities

- 5.5.1. It is the User’s responsibility to ensure that all details of the Sell Order are accurate, including the type and amount of Crypto-Asset or Fiat Currency to be sold, and the amount of any applicable fees.
- 5.5.2. The User is solely responsible for monitoring the status of your Sell Orders and ensuring that a sufficient amount of the Crypto-Asset or Fiat Currency to be sold is available in his Account.
- 5.5.3. Bitlocus shall not be liable for any losses or damages arising from the execution of a Sell Order in accordance with the User’s instructions, including any losses due to fluctuations in the value of the Crypto-Asset or Fiat Currency.

6. SWAP SERVICES

6.1. General Provisions for Swap Services

- 6.1.1. Swap Services provided by Bitlocus allow Users to exchange one type of Crypto-Asset for another type of Crypto-Asset or to exchange Fiat Currency to Crypto Asset and Crypto Asset to Fiat Currency, excluding any Fiat Currency to Fiat Currency exchange, directly through the Platform.

6.2. Initiating a Swap Transaction

- 6.2.1. To initiate a Swap transaction, the User must log into his Account on the Platform and select the Swap option. The User will be required to specify the type and amount of Crypto-Asset or Fiat Currency the User wishes to exchange and the type of Crypto-Asset or Fiat Currency the User wishes to receive.
- 6.2.2. The User authorizes Bitlocus to debit the specified amount of Crypto-Asset or Fiat Currency from his Account and to credit the corresponding amount of the exchanged Crypto-Asset or Fiat Currency to his Account upon the completion of the Swap transaction.
- 6.2.3. The exchange rate for the Swap transaction will be determined by Bitlocus at the time of the transaction, based on market conditions and available liquidity.

6.3. Processing of Swap Transactions

- 6.3.1. Once the User initiates a Swap transaction, the specified amount of Crypto-Asset or Fiat Currency will be locked and marked as “in order” in his Account. These funds will not be available for other Transactions or withdrawals until the Swap transaction is completed.
- 6.3.2. Bitlocus will process the Swap transaction in a timely manner. However, the time required to complete the Swap may vary depending on market conditions, network congestion, and other external factors.
- 6.3.3. Upon the successful completion of a Swap transaction, the exchanged Crypto-Asset or Fiat Currency will be credited to your Account, and information detailing the specifics of the transaction will be made available to you.

6.4. User Responsibilities

- 6.4.1. It is the User's responsibility to ensure that he has sufficient funds in his Account to cover the amount of Crypto-Asset or Fiat Currency to be exchanged and any applicable fees.
- 6.4.2. The User is responsible for reviewing the details of the Swap transaction, including the exchange rate and applicable fees, before initiating the transaction.
- 6.4.3. Bitlocus shall not be liable for any losses or damages arising from the execution of Swap transactions, including any discrepancies in the expected exchange rate due to market fluctuations or other external factors.

6.5. Limitations and Restrictions

- 6.5.1. Bitlocus reserves the right to impose limits on the amount and frequency of Swap transactions, which may vary based on market conditions, regulatory requirements, and other factors.
- 6.5.2. Bitlocus may refuse to process a Swap transaction if it suspects that the transaction involves money laundering, terrorist financing, or any other illegal or unlawful activity, or if it is required to do so by a court order or under the instruction of a competent authority.

7. OTC SERVICES

7.1. General Provisions for OTC Services

- 7.1.1. Bitlocus provides a specialized service for large-volume trades of Crypto-Assets and Fiat Currencies, except for Fiat Currency to Fiat Currency trades, allowing Users to execute significant transactions directly through the Bitlocus Platform.

7.2. Initiating a Large Order Transaction

- 7.2.1. The User will be required to provide information about the Crypto-Asset or Fiat Currency they wish to buy or sell, the volume of the trade, and any other relevant details necessary to facilitate the transaction.
- 7.2.2. Once the order is placed, Bitlocus will process the transaction and match it with a suitable counterparty, ensuring that the trade is executed according to the User's specifications.

7.3. Processing of OTC Transactions

- 7.3.1. After the User places the large order, Bitlocus will oversee the execution of the transaction to ensure it is completed according to the specified terms.
- 7.3.2. The User authorizes Bitlocus to debit the specified amount of Crypto-Asset or Fiat Currency from their account and to credit the corresponding amount of the traded asset to their account upon completion of the transaction.

7.4. Fees for OTC Services

- 7.4.1. Large order transactions may be subject to fees, which will be disclosed to the User at the time of placing the order. These fees may vary based on the volume of the trade, the type of Crypto-Asset or Fiat Currency being traded, and other factors.
- 7.4.2. Any applicable fees will be deducted from the proceeds of the transaction or charged separately as agreed upon at the time of the order.

7.5. User Responsibilities

- 7.5.1. It is the User's responsibility to ensure that he has sufficient Crypto-Assets or Fiat Currency in his Account to cover the amount of Crypto-Asset or Fiat Currency to be traded and any applicable fees.
- 7.5.2. The User is responsible for providing accurate and complete information during the negotiation process and for reviewing the terms of the OTC transaction before agreeing to proceed.
- 7.5.3. Bitlocus is not to be liable for any losses or damages arising from the execution of OTC transactions, including any discrepancies in the expected trade terms due to market fluctuations or other external factors.

7.6. Confidentiality

- 7.6.1. All details of OTC transactions, including the identities of the parties involved, the terms of the trade, and the volume of Crypto-Asset or Fiat Currencies traded, shall be kept confidential by Bitlocus, except as required by law or regulatory authorities.
- 7.6.2. Both parties to an OTC transaction agree to maintain the confidentiality of the transaction details and not to disclose such information to any third parties without the prior written consent of the other party, except as required by law or regulatory authorities.

8. MATCH MAKING

- 8.1. Bitlocus operates Order matching engines for each supported trading pair. Bitlocus supports the trading pairs listed [here](#). Our Platform operates 24 (twenty-four) hours per day, 7 (seven) days per week (except for brief maintenance periods about which you will be informed in advance).
- 8.2. All Orders placed on the Platform must be pre-funded. This means that you must have sufficient funds in your Account to cover the full amount of the Order, including any applicable fees, before the User can initiate a trade.
- 8.3. All Buy and Sell Orders placed on the Platform are managed anonymously. This means that Buyers and Sellers do not know each other's identities, which helps to ensure a fair and unbiased trading environment.
- 8.4. The Transaction price for each trade is determined based on the actual matched Orders submitted by Buyers and Sellers during the bidding process on the Platform. The price is calculated by our Order matching engine and includes the applicable Transaction fees, ensuring transparency and fairness in the execution of trades.

9. FEES

- 9.1. The User agrees to pay us the fees for our Services as specified on our website [here](#).
- 9.2. 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.
- 9.3. You authorize Bitlocus to deduct from your Crypto-Assets held by Bitlocus any applicable fees that you owe to Bitlocus.

- 9.4. 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.

10. **TERMINATION**

- 10.1. These Terms are applicable to you from the moment you access the Platform and click on “I agree with Exchange Service T&C”. Your access to the Platform and clicking on “I agree with Exchange Service T&C” constitute your consent to be bound by these Terms.
- 10.2. At any time and for any reason at its sole discretion, Bitlocus may unilaterally terminate these Terms with you without giving advance notice to you. Bitlocus shall incur no liability or obligation for the termination of these Terms with you.
- 10.3. Upon termination of these Terms, you will be notified of it at your email address used to register with Bitlocus.
- 10.4. Bitlocus is not liable to you or any third party for termination of these Terms with you irrespective of the termination reason.
- 10.5. You may terminate these Terms with us at any time by giving us a respective notification. Your notification should be issued in writing by email used to register with Bitlocus and shall only be processed if you have no pending obligation to us; otherwise, these Terms will not be terminated 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.
- 10.6. We may unilaterally and immediately terminate these Terms with you when no Transactions have been completed on your Account within the last year. However, if you have pending obligation to us we may not terminate these Terms with you until you fulfil any and all your obligations towards us. Upon termination of these Terms, you will be notified of it at your email address used to register with Bitlocus.
- 10.7. Upon the termination of these Terms: (i) all rights granted herein shall terminate immediately; (ii) you shall 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, shall so survive; and (iv) all other performance obligations of both parties under these Terms shall cease.
- 10.8. Termination of these Terms shall not exempt you from the due discharge of all obligations under these Terms to us arising before the date of termination.
- 10.9. Termination of these Terms shall also mean the termination of the General Terms and Conditions as well as all our other services terms and conditions concluded with you.
- 10.10. Transactions initiated under the Terms before their termination shall be completed in accordance with the provisions of the Terms applicable before their termination, unless otherwise agreed.

11. **AMENDMENTS TO THESE TERMS**

- 11.1. We shall have a right at any time to unilaterally amend these Terms including any part thereof by publishing the amended Terms on our website.
- 11.2. The amended Terms shall come into force in 7 (seven) calendar days upon their publication on our website. Any subsequent your use of Services shall constitute an acceptance of the amended Terms.
- 11.3. If you do not wish to accept the amended Terms, please implement the procedure referred to in Article 10.5 for the termination of these Terms with us.