

## Digital Currency Lending Services Terms and Conditions

Date of entry into force: 23 06 2022

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS IS A LEGAL CONTRACT GOVERNING THE USE OF OUR DIGITAL CURRENCY LENDING SERVICES. THESE TERMS AND CONDITIONS ARE ENTERED INTO BETWEEN YOU AND BITLOCUS. BY ACCESSING OUR PLATFORM AND CLICKING ON "I AGREE WITH LENDING SERVICES T&C" TO USE DIGITAL CURRENCY LENDING 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 AND CONDITIONS. IF YOU DO NOT AGREE TO ANY TERMS AND CONDITIONS STIPULATED IN THESE TERMS AND CONDITIONS OR OUR PRIVACY POLICY, OR ANY ADDITIONAL APPLICABLE TERMS AND CONDITIONS, DO NOT ACCESS OR UTILIZE OUR DIGITAL CURRENCY LENDING 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 AND CONDITIONS ARE ALWAYS AVAILABLE ON THE WEBSITE.

THESE TERMS AND CONDITIONS FORMS AN INTEGRAL PART OF THE GENERAL TERMS AND CONDITIONS, WHICH ESTABLISH TERMS AND CONDITIONS APPLICABLE TO ACCESS AND USE OF OUR PLATFORM. CONSENT TO THESE TERMS AND CONDITIONS, WHICH RESULTS 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.

LENDING SERVICES ARE NOT SUBJECT TO ANY LICENSING OR ANY OTHER AUTHORIZATION REQUIREMENTS UNDER THE LAW OF THE REPUBLIC OF LITHUANIA. AS A RESULT, THE PROVISION OF LENDING SERVICES UNDER THESE TERMS AND CONDITIONS ARE NOT SUBJECT TO SUPERVISION BY ANY SPECIFIC SUPERVISORY AUTHORITY. AS A CONSEQUENCE, REGULATORY PROTECTIONS ASSOCIATED WITH FINANCIAL SERVICES SUBJECT TO AUTHORIZATION SUCH AS INVESTOR OR DEPOSIT PROTECTION SCHEMES ARE NOT AVAILABLE TO YOU WITH RELATION TO LENDING SERVICES SUBJECT TO THESE TERMS AND CONDITIONS.

**VALUE OF DIGITAL CURRENCIES MAY FLUCTUATE SIGNIFICANTLY AND THERE IS A SUBSTANTIAL RISK OF ECONOMIC LOSSES WHEN LENDING DIGITAL CURRENCIES. BY MAKING USE OF THE LENDING SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU ACKNOWLEDGED YOURSELF WITH THE RISK STATEMENT PUBLISHED ON OUR [WEBSITE](#) AND: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF DIGITAL CURRENCIES; (2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF THE LENDING SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES; AND (3) BITLOCUS SHALL NOT BE LIABLE FOR ANY SUCH RISKS ATTACHED THERETO OR ADVERSE OUTCOMES.**

### 1. DEFINITIONS

1.1. The following words when capitalized in these Terms have the following meanings:

**Account** - as it is described in General Terms and Conditions.

**Bitlocus** or **we** or **us** – as it is described in General Terms and Conditions.

**Digital Currency** – as it is described in General Terms and Conditions.

**Digital Currency Lending Services** (hereinafter – **Lending Services**) – services that allow User to receive Interest by lending Digital Currency to Supported Network through the Bitlocus Platform.

**Fiat Currency** – as it is described in General Terms and Conditions.

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

**Interest** – Digital Currency paid at a particular rate determined by Supported Network Protocol for the use of Digital Currencies lent by the User.

**Lend Order** – an order to lend (Digital Currency).

**Platform** – as it is described in General Terms and Conditions.

**Redemption / Repayment Order** – an order to pay back Digital Currencies to the lender (User).

**Supported Network** – any blockchain network for which our Platform is able to perform the Service.

**Supported Network Protocol** – the rules by which the Supported Network operates.

**Terms** – these Terms and Conditions.

**User or you** – as it is described in General Terms and Conditions.

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 Digital Currencies, 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 Lending Services is deemed your acceptance of these supplementary terms.

## **3. DIGITAL CURRENCY LENDING**

### **3.1. LENDING**

3.1.1. Bitlocus provides Lending Services to User consisting of executing the Lend Order to the Supported Network. Digital Currencies are transmitted to the Supported Network and the Interest is transferred by and from the Supported Network. The Lending Services of Bitlocus are limited to transferring of Digital Currencies to the Supported Network following the instructions established in the Lend Order created by the User.

3.1.2. Based on the Supported Network Protocol, the lent amount is secured by borrowers' Digital Currency deposit as collateral. This serves as a guarantee for you that if the debt is not repaid by the borrower, Supported Network can use this collateral as a form of compensation. The collateral may differ, and secure part or entire amount of the Lend Order submitted by you. Bitlocus is not responsible for holding or determining the collateral and cannot affect the Supported Network or its operations.

3.1.3. By submitting a Lend Order, you provide authorization for Bitlocus to execute the requested transaction on your behalf and your own risk according to the specific Supported Network Protocol conditions to which you can get familiarized on the Supported Network's official website. Supported Network's official website may be reached by clicking the Supported Network's icon available on our website.

3.1.4. Bitlocus undertakes to use its best endeavours to execute the Lend Order at, or close to, the market exchange rate displayed to the User at a time of creating the Lend Order. During excess volume, bouts of illiquidity or other volatility within the market for Digital Currencies the final rate at which trades are executed may differ from the prevailing rate indicated at the time of creating the Lend Order. Bitlocus cannot guarantee

and does not do so that the Lend Order will be executed under exact conditions based on which the Lend Order was created.

- 3.1.5. Bitlocus strives to execute your Lend Order within 24 (twenty-four) hours upon its receipt. However, there may be various circumstances when your Lend Order cannot be executed e. g. issues with related third persons, technical issues, bouts of illiquidity within the market for Digital Currencies, etc. Bitlocus shall not be liable to you that your Lend Order cannot be executed.
- 3.1.6. User agrees and accepts that exchange rates of Digital Currencies can be volatile, and that the exchange rates of Digital Currencies displayed on our website may differ from those available to external sources outside of our website.
- 3.1.7. After User confirms (submits) Lend Order to Bitlocus, such Lend Order cannot be amended or cancelled.
- 3.1.8. Digital Currencies can be lent at User's discretion, however, in some cases lent Digital Currencies can be subject to the limitations/restrictions. This includes but is not limited to bonding and nonbonding periods, ineligibility to receive Interest for partial periods, and minimum balances and Digital Currencies amounts required.
- 3.1.9. Bitlocus reserves the right to determine minimum and/or maximum amounts to be lent in a single order indicating such restrictions [here](#).
- 3.1.10. It may be cases when Lend Order (lending) made by User is terminated due to issues related to Supported Network Protocol or other issues beyond Bitlocus control. Such issues shall be deemed as force majeure and Bitlocus shall not be liable against the User.

## **3.2. INTEREST**

- 3.2.1. Interest is paid out at least once a week and are paid in Digital Currency.
- 3.2.2. User will receive Interest directly attributable to their Digital Currencies. The percentage and frequency of such transfers are determined based on the Supported Network Protocol. Bitlocus is solely responsible for Lending Services and all Interest payments will be paid to User by the Supported Network.
- 3.2.3. Any transfer of Interest will be subject to Supported Network Protocol. Transfer will be made by the Supported Network to the Account from which the Digital Currencies were lent.

## **3.3. REDEMPTION / REPAYMENT**

- 3.3.1. Subject to these Terms, User may submit Redemption / Repayment Order regarding the respective amount of Digital Currency(-ies) previously lent by the User. The repayment provided by Bitlocus means the transfer of the respective amount of Digital Currency(-ies) to User following the instructions established in the Redemption / Repayment Order created by the User.
- 3.3.2. By submitting a Redemption / Repayment Order, you provide authorization for Bitlocus to execute the requested transaction on your behalf.
- 3.3.3. Bitlocus strives to execute your Redemption / Repayment Order (i. e. to transfer the respective amount of Digital Currencies to you) within 24 (twenty-four) hours upon its receipt. However, there may be various circumstances when your Redemption / Repayment Order cannot be executed e. g. issues with related third persons, technical issues, bouts of illiquidity within the market for Digital Currencies, etc. Bitlocus shall not be liable to you that your Redemption / Repayment Order cannot be executed.
- 3.3.4. After User confirms (submits) Redemption / Repayment Order to Bitlocus, such Redemption / Repayment Order cannot be amended or cancelled.
- 3.3.5. Lent Digital Currencies can be repaid at User's discretion in full or in part, however, in some cases amounts of Digital Currencies to be repaid can be subject to the limitations/restrictions. This includes but is not limited to bonding and nonbonding periods, and minimum balances and Digital Currencies amounts required.
- 3.3.6. Bitlocus reserves the right to determine minimum and/or maximum amounts to be repaid in a single order indicating such restrictions [here](#).

#### **4. FEES**

- 4.1. We shall charge you and you agree and undertake to pay to us the fees for our Lending Services as specified [here](#).
- 4.2. Bitlocus may, in its absolute sole discretion, update the fees for Lending Services at any time. Any updated fees for Lending Services will apply to any of your use of Lending Services that occurs following the effective date of the updated fees. If no effective date of the updated fees is specified, then updated fees come into force immediately upon their publication.
- 4.3. You authorize Bitlocus to deduct from your Digital Currencies held by Bitlocus any applicable fees that you owe to Bitlocus.
- 4.4. Please ensure that the required fees due from you are available to us on the due date. If you do not have enough Digital Currencies to pay the fees or any other amounts due, we reserve the right to suspend the provision of our Lending Services to you until such fees/amounts due will be paid to us.

#### **5. SUPPORTED NETWORK PROTOCOLS**

- 5.1. We do not own or control the Supported Network Protocols in through which Digital Currency Lending Services are provided. Most often, the Supported Network Protocols are open source, and anyone can use, copy, modify, and distribute them.
- 5.2. We assume no responsibility and no liability for the operation of the Supported Network Protocols, and we are not able to guarantee the functionality or security of Supported Network Protocols operations. You acknowledge and accept the risk that Supported Network Protocols may change. Any such material operating changes of Supported Network Protocol may materially affect the availability, value, functionality, and/or the name of the Digital Currencies you have lent. We do not control the timing and features of these material operating changes.
- 5.3. You acknowledge and accept the risks of operating changes to Supported Network Protocols and agree that we are not responsible and not liable for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules.

#### **6. TERMINATION**

- 6.1. These Terms are applicable to you from the moment you access the Platform and click on "I agree with Lending Services T&C". Your access to the Platform and clicking on "I agree with Lending Services T&C" constitute your consent to be bound by these Terms.
- 6.2. 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.
- 6.3. Upon termination of these Terms, you will be notified of it at your email address used to register with Bitlocus.
- 6.4. Bitlocus is not liable to you or any third party for termination of these Terms with you irrespective of the termination reason.
- 6.5. 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.
- 6.6. We may unilaterally and immediately terminate these Terms with you where you have not got any Digital Currency lent counting over the last year period. 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.
- 6.7. 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.

- 6.8. 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.
- 6.9. Termination of these Terms shall not mean the termination of the General Terms and Conditions as well as our other services terms and conditions concluded with you.
- 6.10. Lend or Redemption / Repayment Orders 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 by you and us.

## **7. AMENDMENTS TO THESE TERMS**

- 7.1. 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. The amended Terms shall come into force in 7 (seven) calendar days upon their publication on our website.
- 7.2. In cases when the Terms are amended by adding new functionalities to the Lending Services, and your existing rights and obligations remain unchanged, the Terms shall come into force upon their publication on our website or from the effective date specified.
- 7.3. Any subsequent your use of Lending Services shall constitute an acceptance of the amended Terms.
- 7.4. If you do not want to accept amended Terms, please implement the procedure referred to in Article 6.5 for the termination of these Terms with us.