Terms & Conditions

§ 1 Definition

The following terms shall be understood as follows:

1. **Regulations** – these Regulations, specifying, in particular, the principles of concluding remote contracts with or through Website as well as the principles of performance of these contracts, the rights and obligations of the Service Provider and the User, and the principles of complaint procedure;
2. **Cryptocurrency** – a transferable property right which is neither legal tender, electronic money nor a financial instrument. The list of Cryptocurrencies whose turnover, deposits and withdrawals are allowed on the Website is published on the Website. The change of the list mentioned above shall not constitute a change of the Service Contract;
3. **User** – an entity which uses the Website;
4. **Consumer** – a natural person using the Website in a manner not directly related to its business or professional activity;
5. **Service** – providing Users with an electronic platform for the exchange of information and concluding Transactions, as well as other actions of the Service Provider, enabling the operation and use of the Website;
6. **Service Contract** – the contract concluded between the Service Provider and the User, by acceptance of the Regulations by the User, which defines the principles of using the Services provided by the Service Provider by the User, the content of the Service Contract include: Regulations, table of fees and pricing posted on the Website in tab "Fees", KYC / CDD policy, privacy policy;
7. **Website** – the Service Provider's webpage operating under the domain bitztrading.org with all its subpages and tabs;
8. **Transaction** – the contract of sale of the Cryptocurrency in exchange for another Cryptocurrency or in exchange for the Fiat Funds, concluded by Users through the Website, as well as deposits and withdrawals made by the User;
9. **Account** – the User's account created on its order on the basis of its personal data provided by the User and constituting a collection of data stored in the Service Provider's Website and IT system concerning a given User, services providing for him, as well as the ordered, executed Transactions and concluded contracts;
10. **Login Details** – data given or determined by the User (including password and OTAC) Enabling it to access the Account;
11. **Fiat Funds** – traditional currencies, i.e. those commonly recognized by governments as legal tender. The list of Fiat Funds whose turnover, deposits and withdrawals are allowed

by the Service is published on the Website's pages. The change of the list mentioned above shall not constitute a change of the Service Contract.

12. **AML / CTF** risk assessment – evaluation as to whether transactions, behaviors, or a user create risks of laundering funds originating from illegal activities or financing of terrorism; performed by Service Provider, also with support from external service Providers; as fulfillment of the obligation set forth guidelines published by international organizations and binding provisions of law.

13. **Delisting** – removal of possibility to trade, deposit or withdraw of Fiat or Cryptocurrencies on the website. Delisting shall not constitute a change of the Service Contract.

§ 2 Declarations and basic information

1. The Service Provider points out and warns that the main threat to every Internet user, including persons using services provided electronically, is the possibility of "infecting" the IT system by various types of software created mainly to cause damage, such as viruses, Worms or Trojans. In order to avoid the risks associated with this, including those that occur when you open an email, it is important that the User provides its computer which uses an Internet connection with an antivirus program and constantly updates it by installing the latest versions of the software as soon as they are available on the market. The Service Provider also informs that particular threat related to the use of electronic services, including those described in these Regulations, are related to the activities of so-called hackers, aimed at breaking into both the Service Provider's system (e.g. attacks on its website) and the Client's system. The Client acknowledges, therefore, that despite the Service Provider's use of various modern "defense" technologies, as described in the Security Policy published on the Website, there is no perfect protection against the abovementioned undesirable actions.

2. The Services are provided by the Service Provider who is a legal entity of the United Kingdom. The Service Provider is not a registered, regulated financial institution subject to State supervision.

3. The User's ability to use the Services offered by the Service Provider may depend on the User's country of citizenship, residence or stay.

4. The User is obliged to establish legal regulations specifying his tax obligations and methods of payment to the right tax office authority. Service Provider is not responsible if and how the transaction is taxed.

5. Safekeeping, safety and using User's cash funds which are deposited on the Account are described in Funds Security Policy. Funds Security Policy and its character is strictly

informational and does not constitute part of Service Contract. Any changes of the Funds Security Policy shall not constitute a change of the Service Contract.

6. The User acknowledges that Transactions are executed on the Website with other Users of the Website (or with the Service Provider acting as a user) except where the description of the service offered on the Website explicitly states otherwise (for example as with OTC transactions).

7. The User should consult with an attorney, financial advisor, or other investment professional to determine what may be best for his or her individual needs. Service Provider does not make any guarantee or other promises as to any results that may be obtained from using its content.

8 Buying and selling cryptocurrencies involves inherent financial risk and no one should make any investment decision without first consulting his or her own financial advisor and conducting his or her own research and due diligence.

9. To the maximum extent permitted by law, Service Provider disclaims any and all liability in the event any information, commentary, analysis, opinions, advice and/or recommendations prove to be inaccurate, incomplete or unreliable or result in any investment or other losses. The User's use of the information on the Website or materials linked from the Website is at his or her own risk.

§ 3 Type and scope of the services

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1. Services provided by the Service Provider through the Website consist in providing the Users with an electronic platform for exchanging information and concluding Transactions via Cryptocurrency for trades in the global markets.

2. For proper use of the Website, it is necessary to have a device with Internet access supported by a web browser (e.g. Chrome, Mozilla) and access to Java Script and Cookies files in the browser.

3. The Service Provider is entitled to introduce changes in technical and technological requirements necessary to use the Website by providing information about such a change to the User's e-mail address provided during registration of the Account. A change in technical or technological requirements does not constitute a change of the Regulations.

4. Services are provided exclusively for the benefit of:

I. Natural persons with full legal capacity, i.e. those over 18 years of age and who have not been entirely or partially incapacitated;

II. Other legal entities with legal capacity on the basis of separate provisions.

5. Services are provided for free but if must be charged, User will be informed about this every time before taking any action on which the commission is charged.

Fees and Commission binding the User shall apply to a given activity, Changes in the amounts, principles of charging fees and commission will be made while taking into account the User's right to terminate and withdraw funds.

§ 4 Terms and Conditions of the service contract

1. One of the conditions enabling the use of the Services by the User is to set up an Account on the Website – for this purpose; the User is obliged, among others, to:

I. Give an e-mail address to which it has an exclusive access.
II. A password of its choice (known only to the User) meeting requirements of the Website.
III. Read and accept the Regulations, package pricing or other documents, if their acceptance is required by the Service Provider.
IV. Complete other technical activities and give additional data required by the Service Provider, including configuration of apps provided by third parties (for example Google Authenticator).
V. In the case of Accounts created for entities other than natural persons, the User must be entitled to represent them. In that case User provides its own data, the personal data of the management board of that entity and its actual beneficiaries.
2. Specific technical requirements to set up an Account as well as required information and documentation may be subject to changes and be different for other Users depending on AML / CMF risk assessment.
3. The User is obliged to provide real, current and complete data required by the Service Provider. The User is responsible for the consequences of providing incorrect, outdated or incomplete data.
4. The Service Provider shall refuse registering an Account for the User when:

I. Registration is attempted or made using software preventing determination of a country from which it is made.
II. Data given by the user has been used before for creating another Account. III. It is recommended by AML / CTF risk assessment;

   a. The Service Contract is concluded upon completion of the Account registration process.
   b. The Service Contract is concluded for an indefinite period of time.
   c. The User accesses its individual Account by logging into the Website using Login details.
5. The User is obliged to take appropriate measures to prevent third parties from accessing the Account and Login Details. Making the Account or Login Details available to third

parties is prohibited and occurs at the sole risk of the User. In such case Service Provider will terminate the Service Contract.

6. The User can open, have and use only one Account on the Website.
7. Upon completion of the Account registration process, the User may log in to the Service, but may not:

I. Undertake any interactions with other Users, i.e. in particular, it cannot conclude Transactions.

II. Deposit and withdraw Fiat Funds or Cryptocurrencies.

8. In order to undertake the activities described above, the User must verify the Account. Conditions and scope of the verification, as well as the scope of Services available for the User (including deposits and withdrawal of funds) are published and updated on the Website and may be subject to changes. The change of the list mentioned above shall not constitute a change of the Service Contract.
9. During the verification process, the User may be obliged to complete the procedure of verification of the identity and authenticity of the data he provided, performed by a professional third party, in particular through video-verification based on photographs or video materials in accordance with procedures implemented by such entity.
10. The Service Provider may demand to submit additional documentation, information or explanation, as well as refuse to verify the User due to the insufficient credibility, incompleteness of the data or documents provided by the User or due to the results AML / CTF risk assessment.
11. The duration of the procedure for verification of the identity and authenticity of the data provided as well as the duration of the AML / CTF risk assessment depends on the current capabilities of the Service Provider and of third parties, therefore the Service Provider does not guarantee and is not responsible for the duration of such activities or positive result thereof.
12. After a failed verification attempt, the Service Provider may refuse to re-verify the same entity.
13. Ownership of the Account, meaning the identity of the User, may be changed (resulting in the transfer of all rights and obligations connected with the account), at the consent of Service Provider only:

   I. In the case of a legal transformation of a non-individual customer (e.g. transforming a company into another company, fusion and merger).
   II. If a User who is a natural person applies for the conversion of an account from a private account into company account if the company is his selfemployment, or is owned and governed solely by the User.

In both cases the User is obliged to submit credible, appropriate documentation, confirming those circumstances.

14. If the User hasn't executed any Transactions on his Account for subsequent 12 months, The Service Provider may terminate the Contract with the User by sending to the User's email address a notice of termination of the Service Contract with 30 days' notice period.

§ 5 Terms and Conditions for the provision of service

1. The User acknowledges that the Service Provider does not guarantee the User any profit in connection with the use of the Website.
2. The User agrees not to perform any actions through the Website that violate: the provisions of these Regulations, guidelines published on the Website, legal provisions or good morals.
3. The User agrees to use the Website solely for its own personal use, in its own name and on its own behalf.
4. The User agrees to use the Website in a good faith, in particular, to immediately notify the Service Provider of any errors observed in the Website software and to refrain from using any errors observed in the Website software to the detriment of the Service provider or other Users. Transactions executed in breach of this section shall be cancelled or revoked and the User shall not be entitled to any claims.
5. The Service Provider indicates that it can, at any time, at its sole discretion, perform AML / CTF risk assessment of the user, his or hers behaviors or transactions.
6. The User agrees to provide all information, materials and documents that the Service Provider will require from it in connection with the AML / CTF risk assessment. In case of a breach of this obligation, the Service Provider shall be entitled to refuse to execute or to suspend the execution of the Transaction as well as to stop deposits and withdrawals of Fiat Funds and Cryptocurrencies.
7. The Service Provider has the right to refuse to process the User's transaction as well as to freeze User's deposits and withdrawals, in response to a request of state authorities or in order to enforce the transaction limits established and published on the Website.
8. The Service Provider reserves the right to refuse to make or withdraw any purchase, sale or exchange of the Cryptocurrency at its own discretion, even after the funds have been withdrawn from the User's account(s) in the following situations:

    I. when the Provider suspects that the Transaction may (or may be likely to) involve money laundering, terrorist financing, fraud or any other criminal offence;
    II. in response to a subpoena or other order from State institutions or bodies;
    III. if the Service Provider reasonably suspects that the transaction is the result of an error;
    IV. if the Service Provider suspects that the Transaction is made in breach of the Regulations or other terms and conditions regulating the use of the Services, published on the Website;

In such cases, the Service Provider shall not be obliged to reinstate the Transaction at the same price or under the same terms and conditions as the cancelled Transaction.

a. The Service Provider reserves the right to monitor, review, retain or disclose to authorized entities any information necessary to comply with applicable legal provisions, including in particular the prevention of money laundering and terrorist financing.

In accordance with stipulations of fees and pricing, the Service Provider, has the right to charge fees for maintaining the Account, if the User hasn't executed any Transactions for subsequent 6 months. The Service Provider shall inform the User about intention to charge such fee via e-mail two weeks in advance. In case of the lack of funds needed to pay the fee, the Account will be terminated by the Service Provider.

b. Change of User's e-mail address, due to security matters and due diligence for know your

c. Customer (AML) principles may only be submitted in writing. The document with user's e-mail change request needs to have a handwritten signature and it needs to be sent from post office in your residential area, that will match the address given on Website ,to the address of service provider headquarters.

d. The User is obliged to inform Service Provider about any changes of data he provided to the Service Provider within 3 days since the change has occurred.

e. The Service Provider has the right to perform periodical User's data verification, in particular by requesting him to submit documentation, explanation, information. If User will not satisfy the Service Provider's request, Service Provider shall be entitled to refuse execute of freeze the transaction as well as to stop deposits and withdrawals of Fiat Funds and Cryptocurrencies.

f. User has the access to the information he provided and can change them at any time.

g. The User acknowledges and consents to the fact that Cryptocurrencies and Fiat Funds he or she deposits are placed in electronic money institution or payment institutions.

§ 6 Transactions

1. Transaction execution is possible for a User who:

    I. has registered and verified the Account on the Website, and Transaction is within the limits of completed verification;

II. logged into his Account;

III. made a deposit of Cryptocurrencies or Fiat Funds in accordance with the instructions available on the Website;

IV. submitted an instruction to execute a Transaction with no doubt;

V. Performed assessment of the risk of AML / CTF does not indicate any contraindications to the implementation of the Transaction.

2. The instruction to execute a Transaction shall be submitted through specifying all required parameters of the Transaction, such as, in particular, the price and quantity of the Cryptocurrency.

3. Submitting an instruction to execute a Transaction blocks the User's funds in that amount.

4. The Service Provider may limit the possibility of executing a Transaction by introduction or modifying the minimum or maximum amounts of Transactions for particular Fiat Funds or Cryptocurrency. The minimum value of a single Transaction is determined and published on the Website.

5. Under no circumstances shall a Transaction (including the fee) be executed in excess of the value of funds held.

6. Execution of a Transaction is final;

   User cannot demand returning or exchanging of a Cryptocurrency or Fiat funds.

§ 7 Deposits and withdrawals of funds via cryptocurrencies

1. The User may order the withdrawal of Fiat Funds or Cryptocurrencies available.

2. The time between ordering the withdrawal, withdrawing Cryptocurrency or Fiat Funds and time of the entry on the Website's Account or withdrawal on the bank account or User's addresses depends on the kind of Cryptocurrency or Fiat Funds, and is not up to Service Provider.

3. The minimum and maximum value of deposits, payments and withdrawals of Fiat Funds and Cryptocurrencies is specified in the packages/ plan pricing published on the Website.

4. Service Provider can amend the minimum and maximum value of deposits, payments and withdrawals due to the change of User's verification standards or AML / CTF risk assessment. Such changes can be made individually. User is obliged to withdraw deposits exceeding the limit within the period of time indicated by the Service Provider under the pain of keeping such funds on the deposit account described in § 7 points 8 below.

5. Withdrawals of the Fiat Funds and Cryptocurrencies will be implemented only after the User has provided the necessary data required by the Service Provider if the nature, purpose and the AML / CTF risk assessment of the ordered Transaction does not raise any doubt.

6. Withdrawals are credited only on working days due to the law and regulations of the United Kingdom.
7. The Service Provider shall implement the withdrawal of the Fiat Funds or Cryptocurrencies to the accounts belonging to and indicated by the User. Information about the owner of the bank account or wallet address used for withdrawals of Fiat Funds has to be identical with those provided to the Service Provider as personal data of User.
8. If a User does not order the withdrawal of Fiat Funds or Cryptocurrencies, despite such obligation in accordance with this Regulations, within the timeframe indicated in accordance with this Regulations, such funds shall be stored by the Service Provider on a negatively interest-bearing deposit account, where the monthly interest rate is minus 10% of the initial value of the deposit, until User orders the withdrawal. Additional fee for deposit services may be charged.
9. If due to technical, economical or business conditions of Service Provider Fiat Funds cannot be withdrawn (for example if Service Provider has no bank accounts allowing it to keep such Fiat Funds), the equivalent of User's Fiat Funds shall be paid in cryptocurrency of user choice to the address indicated by the User. The equivalent value of Fiat Fund shall be calculated based on current market prices at the time of request.
10. Due to unforeseen circumstances or the decision of Service Provider any Cryptocurrency or Fiat Fund which turnover, deposits and withdrawals are allowed on the Website may be delisted. Such change shall not constitute a change of the Service Contract.
11. Delisting of a Fiat Fund shall take place only if technical, economical or business conditions deem it impossible or not cost-effective to sustain such Fiat Fund.
12. Delisting of any Cryptocurrency shall take place at the sole discretion of Service Provider. In particular, Service Provider shall not be obliged to state its reasons for Delisting of a Cryptocurrency.
13. Service Provider shall announce the plan to delist a Cryptocurrency or Fiat Fund at least two weeks (14 days) in advance. After this period it will be no longer possible to create new orders involving said Cryptocurrency or Fiat Fund and all existing orders will be cancelled. The announcement described in the previous paragraph shall be made via e-mail sent directly to the User and by publishing information on the Website.
14. Users are obliged to order the withdrawal of delisted Cryptocurrency or Fiat Fund, within 1 month since the announcement of Delisting, if not, such funds shall be deposited in accordance with § 7 point 8 above.
15. The deadlines described in point 13 and 14 above may be shortened due to extraordinary circumstances beyond Service Provider's control, for which it is not responsible for, such as blockchain damage or risk of termination of bank relationship providing possibility to deposit Fiat Funds.
16. Service Provider may decide, upon its discretion, to delist a particular trading pair without Delisting a Cryptocurrency or Fiat Fund. Such delisting of a trading pair shall be announced two weeks (14 days) in advance. After this period it will be no longer possible to create new orders involving said pair and all existing orders will be cancelled. Delisting of trading pair shall not constitute a change of the Service Contract.

17. Service Provider shall not be liable for damages or any loss incurred by the User in connection with the Delisting of Cryptocurrency or Fiat Fund (and deposits made in accordance with § 7 point 8 above) or delisting of trading pairs.

§ 8 The Service provider's rights related to the implementation of a transaction and related to the operation of the website

1. The Service Provider is entitled to additional rights in case it suspects that the Transaction ordered by the User or any other activity of the User within the Website may be related to committing a crime, money laundering, terrorist financing, violation of the provisions of the Regulations, legal provisions or good morals:

    i. The right to terminate the User Account.
    ii. the right to refuse or stop execution of the Transaction;
    iii. the right to withdraw the Transaction executed; iv. The right to perform additional verification of the User by requesting the presentation of relevant documents or information.

2. The Service Provider is entitled to block the right to execute Transactions and deposit or Withdraw of User's Cryptocurrencies and Fiat Funds if:

    I. legal regulations obliged Service Provider to do so;
    II. it is justified with AML / CTF risk assessment;
    III. User has not respected his duty to present additional, unambiguous documentation or information on the demand of Service Provider due to the Regulations;

3. Due to the necessity of ensuring safety and the highest quality of the Services provided, the Service Provider is entitled to the following rights:

    a. The right to suspend the activity of the Website for the time of updating the software or for the time needed to repair the technical failure – if this is possible in a given case, the Service Provider will notify the Users on the Website about the planned technical interruption, sufficiently in advance.
    b. The right to discontinue the provision of the Services within a specified geographical area or within all geographical areas.
    c. The right to exclude certain types of Transactions.
    d. The right to withhold the possibility of registering new Users.

e. The Service Provider may exercise several of the rights specified in this headersection 8 simultaneously.

§ 9 Complaints

1. The User has the right to submit a complaint in connection with improper operation of the Website, including improper implementation of Transactions.
2. A complaint may be reported by sending an e-mail to the address provided by the Service Provider on the Website, via the Website live chat.
3. A complaint shall include:

   i. Data enabling identification and contact with the User. ii.
   A description of the action or omission in question. iii. the manner in which the User would like the Service Provider to consider
   the complaint; iv. Any other information the User considers relevant.

4. Acceptance of the complaint for consideration will be confirmed by the Service Provider.
5. Complaints will be considered on the basis of information provided by the User.
6. Complaints shall be considered immediately, but not later than within 15 working days (which include any day other than a Saturday, Sunday or public holiday in the United Kingdom) from the date of delivery of the complaint to the Service Provider. Within this period, the Service Provider will propose via e-mail or the Website;

   i. to accept the complaint in the manner requested by the User; ii.
   to reject the complaint together with the reasons for such a decision; or iii. Alternative handling of the complaint.

If the complaint is more complex and cannot be solved within 15 working days from receipt of the complaint, the Service Provider will inform the User about causes of the delay and provide information about projected time necessary to respond to a compliant.

7. After receiving the proposal specified above, the User has 20 working days (which include any day other than a Saturday, Sunday or public holiday in the United Kingdom) to accept or reject the Service Provider's proposal. Failure to reply within the above deadline shall be deemed a withdrawal of the complaint and it shall be assumed that the Service Provider does not bear any responsibility towards the User in relation to the subject matter of the complaint. Acceptance or rejection of the Service Provider's

proposal by the User after the deadline may be treated by the Service Provider as submitted on time.

8. If the User rejects the Service Provider's proposal within 20 working days (which include any day other than a Saturday, Sunday or public holiday in the United Kingdom), the User is entitled to submit a justification for rejection – in such a case the procedure described in sec. 2-6 shall be applied accordingly. Failure to state reasons for such rejection within the aforementioned period shall be deemed to constitute withdrawal of the complaint and it shall be assumed that the Service Provider does not bear any responsibility towards the User in relation to the subject matter of the complaint.

9. An offer of the alternative handling of the complaint described in sec. 6 point (iii) above, shall be binding for the User only if it accepts its content by following the instructions provided by the Service Provider within the time limit set. No offer under paragraph 9 shall constitute any acknowledgement by the Service Provider of any misconduct or responsibility related to the subject matter of the complaint. Each acceptance by the User of the offer of alternative handling of a complaint shall constitute an acceptance that the complaint will be resolved in a specified manner, and an obligation that the User waives all claims resulting from it.

§ 10 Intellectual Property

1. BITZTRADING is a registered trademark.
2. All graphics, animations, texts and other content, including functionality, distribution and location of specific elements used on Website are law protected copyright works.
3. The User is entitled to use the works within the scope of permitted private use provided by legal provisions.
4. Use beyond the permitted private use requires the prior consent of the Service Provider.

§ 11 Termination of the service contract

The Service Contract shall be terminated upon the User's request, by the Service Provider in cases specified in the regulations:

1. The User being a Consumer has the right to withdraw from the Service Contract without giving a reason within 14 days from the date of conclusion of the Contract by submitting

a notice of withdrawal. By accepting the Regulations, the User agrees that the use of the Services before the expiry of the above-mentioned term are tantamount to the expiration of the right of withdrawal from the contract.

2. The User is entitled to terminate the Service Contract with 30 days' notice period by submitting a notice of termination of the Service Contract to the Service Provider. The period of notice shall be calculated from the date of withdrawal of all funds by the User located on his Account. If it is impossible to withdraw or return all funds, the notice period shall be calculated from the last day of the month when the termination notice was provided by the User.

3. The Service Provider may terminate the Contract with the User by sending to the User's e-mail address a notice of termination of the Service Contract with 30 days' notice period.

4. In the event of termination of the Service Contract by either party, the User is obliged to withdraw all Fiat Funds or Cryptocurrencies available on the User's Account. In case of failure to do so within 10 days, the Service Provider has the right to return funds in accordance with Regulations.

5. Upon the User's request, in the time specified in point 3 above, the Service Provider shall also delete all personal data concerning the User, excluding the data which the Service Provider is obliged to store in accordance with the applicable provisions. The User's request to delete personal data is tantamount to termination of the Service Contract by the User.

6. Withdrawal of funds by the User after issuing termination notice is free, regardless can be charged in a case of package/ plan contract deferment.

7. After termination notice provided by any party, User can no longer make any deposits unless considered by service provider at a 5% reactivation fee.

8. In case of termination of the Service Contract due to the change of the Regulations, within 14 days from the day the change was published, but no later than 7 days from the day it entered into force, previous Regulations shall apply until the end of the notice period.

§ 12 Exclusion of the service provider's liability

1. In particular, the Service Provider shall not be liable for:

   i. Losses incurred by the User resulting from effectively implemented Transactions.

ii. Consequences related to the loss or making available of the Login Details by the User to third parties. iii. Incorrect entering of data by the User into deposit or withdrawal of the Fiat Funds or Cryptocurrencies.

iv. Effects of events beyond the Service Provider's control, i.e. software errors, interruptions in the Internet access, power cuts, hacking attacks (despite maintaining adequate measures described on the Website), etc.

v. Deletion of data entered by the Users into the Service Provider's IT system especially if beyond the Service Provider's control.

2. In the event of a dispute between the User and another User, the User shall indemnify the Service Provider and the Service Provider's service providers against all claims and claims for damage (actual or lost benefits) of any kind resulting from or in any way related to such disputes.

3. The User undertakes to indemnify the Service Provider and the Service Provider's service providers from all claims and to repair any damage (including the costs of legal assistance, any fines, fees or penalties imposed by any state authorities) resulting from or related to the User's violation of these Regulations or infringement of legal provisions or rights of third parties.

4. Neither the Service Provider nor its service providers shall be liable towards the User for amounts exceeding the amounts operated at the time of their deposit in the Account by the User or execution of the Transaction by the User.

5. The liability of the Service Provider and its service providers towards the User is limited to the value of a given Transaction expressed in a given currency or Cryptocurrency. Liability for lost profits is excluded, and liability for any other damage (actual, direct, indirect, intangible, etc.), regardless of whether it results from the contract, tort, negligence, etc., resulting from or related to the authorized or unauthorized use of the Website is limited to the value of funds provided by the User for the execution of a given Transaction subject to the preceding section.

6. Specifying the preceding section, by way of example (and without limiting the scope of the previous section): If the User claims that the Service Provider has not properly executed a purchase or sale transaction, the total of the User's damage is limited to the value of the funds provided by the User, and that the User cannot recover lost profits, lost business opportunities, etc. Where the applicable legal jurisdiction does not allow for exclusion or limitation of lost profits, the above limitations may not apply.

7. The Service Provider makes no declarations or assurances that access to the Website or Services in any part of it or any materials contained therein will be uninterrupted, timely or error-free. To the maximum extent permitted by applicable law, the Service Provider, in particular, excludes all implied guarantees regarding the availability of the Service, its fitness for a particular purpose and its integrity.

8. The Service Provider does not provide any assurances or guarantees as to the accuracy or completeness of historical data concerning the price of Cryptocurrencies available on the Website.

9. The Service Provider will endeavor to process the requests for a Transaction with bank accounts or credit cards without undue delay, but the Service Provider does not provide

any assurances or guarantees regarding the time needed to complete the processing of such Transactions, which is dependent on many factors beyond the Service Provider's control.

10. The Service Provider shall not be liable for any actions or consequences of force majeure, i.e. for events beyond the Service Provider's reasonable control which occurred without fault of the Service Provider, including, in particular: embargoes, governmental restrictions, riots, insurrection, wars or other acts of war, acts of terror, social unrest, rebellion, hacking attacks (including DDoS attacks, data theft or destruction), fires, flood, vandalism or sabotage.

11. The Service Provider shall exercise the utmost care in order to protect the Website and User's funds against undesirable interference by third parties. The security measures taken are described in the Security Policy, the content of which the User has read and accepts – considering the security measures taken by the Service Provider are sufficient.

§ 13 Personal data and Privacy Policy

1. The principle of personal data and privacy protection by the Service Provider is essential and enhanced through our strong cyber-security framework.
2. Two factor authentication (2FA) provided by Google Authenticator is used to ensure account security and prevent unauthorized access to user's account.
3. Continuous I.T security assessment and updates to prevent new potential vulnerabilities.
4. All funds are kept in the cold storage wallet. There is no internet linkage with our wallet, keeping it away from hackers.
5. End to End Encryption: All data transfer between user and Bitztrading is encrypted in all layers or system. The system encryption is structured to defeat any attempt of tampering, making it nearly impossible for third party to decipher.

§ 14 Changes of the Regulations and other provisions binding the users

1. The Regulations and other provisions binding the Users, including the packages/ plan pricing, may be subject to change. The change of provisions set forth in the preceding sentence shall come into force 7 days after the date of making available on the Website changed provisions or informing the Users in the form of an e-mail about the change, unless the Service Provider indicates longer period.
2. The User is entitled to submit a declaration of refusal to accept the new provisions within
   14 days from the date of publishing changes, and no later than 7 days from when the new provisions enter into force. Submitting the aforementioned declaration is tantamount to the User's termination of the Service Contract.
3. Failure to submit a declaration of refusal to accept the new provisions shall be construed as consent to be bound by the changed provisions.
4. Transactions ordered prior to the effective date of the changes shall be implemented in accordance with the wording binding on the day of the order for the Transaction.

§ 15 Final provisions

1. Services provided in accordance with the Regulations shall be provided in United Kingdom and shall be subject to the law applicable therein.
2. In case of any disputes between the Service Provider and a User who is not a resident of the European Union or a User who is not a Consumer, the court having jurisdiction over the registered office of the Service Provider shall be competent to settle such disputes.
3. Recognition of any provision of these Regulations as being unlawful shall not affect the effectiveness and validity of the remaining provisions of the Regulations.
4. Translations of the Regulations were commissioned by the Service Provider for the Users, with the reservation that in case of any discrepancies in language versions, the English written version remains valid.