

BITEEU EURASIA Ltd Agreement on Terms of Use

Last Update: 14 May 2022

These Agreement on Terms of Use and any terms expressly incorporated herein (“**Agreement**”) apply to any access to, or use of, any services made available by **BITEEU EURASIA Ltd** and/or its affiliates further “**BITEEU**” and/or using the website www.Intebix.kz (the “**Site**”) and/or **BITEEU** mobile applications and/or any application programming interface (API) provided by **BITEEU** relating to the **Site**, and/or to any other related services provided by **BITEEU** relating to the **Site** (collectively, the “**Services**”). By clicking on an “I Agree with Agreement on Terms of Use” button or using any **Services**, **User** agrees to be bound by this **Agreement** and other binding **BITEEU** policies, notices, agreements and documents related to the **Services**. **User** agrees that **User** has read, understood and accepted all of the terms and conditions contained in this **Agreement**, Privacy Policy, which have incorporated the GDPR regulation, and/or other binding **BITEEU** policies, notices, agreements and documents related to the **Services**. As this is a legally binding contract, please carefully read through this **Agreement** and other **BITEEU** policies, notices, agreements and documents related to the **Services** before using any of **Services**. By registering, accessing or using **BITEEU**, **User** has agreed to the terms and conditions as laid out in this **Agreement** and other binding **BITEEU** policies, notices, agreements and documents related to the **Services**. If **User** disagrees to this **Agreement** and other binding **BITEEU** policies, notices, agreements and documents related to the **Services**, **User** should stop the usage of **BITEEU** Platform and any **Services**.

For more information on **BITEEU**, **User** can refer to the company and license information found on the **BITEEU Site**. If **User** has questions regarding the **Agreement**, please feel free to contact **BITEEU** for clarification via **BITEEU** Customer Support team.

BITEEU will provide **Services** with respect to certain Operating a Digital Asset Trading Facility trading. All Digital Asset Trading Facility will be made available by **BITEEU**, made available for trading by **BITEEU**, will be identified on the **Site** in a manner that makes it reasonably apparent that such Digital Asset Trading Facilitys are being made available for trading by **BITEEU**. Neither **BITEEU**, nor any of its respective Affiliates are able to trade to any person located in United States of America (USA) or the person is registered or located in a country with a high risk of money laundering and terrorist financing or the country **User** located is on the sanctions list of OFAC, UN, AFM or other sanctions list, whether he/she is a resident or non-resident of the USA. If **User** is a

person located in USA or in sanctions list country, whether he/she is a resident or non-resident of the USA or in sanctions list country, please immediately stop using **BITEEU Services**. **BITEEU** has the right to refuse to establish business relationships with clients included in the prohibited lists and their high-risk countries.

‘Digital Asset Trading Facility’ means operating a facility which functions regularly and brings together multiple parties (whether as principal or agent) with a view to the entering into of contracts:

- (a) to buy, sell or exchange Digital Assets for a Fiat currency; and/or
- (b) to exchange one Digital Asset for another Digital Asset, in its Facility, in accordance with its non-discretionary rules.

RISK DISCLOSURE: by accessing or using any **BITEEU** services **User** is voluntarily choosing to engage in sophisticated and risky financial transactions. **User** is further acknowledging that **User** is aware of the many risks associated with the use of these services and with engaging in transactions in Digital Asset Trading Facility, including but not limited to, risks of financial loss, technology glitches (including but not limited to problems with the blockchain technology), and hacking. **BITEEU** works hard to provide state-of-the-art systems and security. Nonetheless, certain issues and risks are unavoidable, and if such issues or problems arise in connection with **User’s** use of **BITEEU’S** services, including technical difficulties with depositing or trading Digital Asset Trading Facilitys, it may take days, weeks, or months to resolve, and some issues may not be resolved at all. by agreeing to these terms, **User** acknowledges that **BITEEU** is not responsible for the aforementioned risks, and **User** voluntarily assumes and accepts such risks in deciding to engage in Digital Asset Trading Facilitys transactions on the **BITEEU** platform.

Users are encouraged to exercise prudence in dealing with discounts or promotions that could lead to them getting scammed. While the list is non-exhaustive, **User** agrees that **BITEEU** will not be held responsible for any losses arising from the situations stated above. If a **User** identifies a trading system problem, it must notify the **BITEEU** immediately. If the **User** concludes a transaction using the detected error or failure in the trading system, such a transaction will be recognized as fraudulent and **BITEEU** reserves the right to cancel the transaction and claim reimbursement of all direct and indirect expenses and/or losses **BITEEU** does not provide investment or advisory advice and will have no liability for the use or interpretation of

information as stated in its website or other communication mediums. All **Users** of **BITEEU** must understand that there are risks involved in trading. **BITEEU** encourages all **Users** to exercise prudence and trade responsibly within their own means.

Please be aware that all official announcements, news, promotions, competitions and airdrops will be listed on <https://www.Intebix.kz> where **BITEEU** urges all **Users** to refer to regularly. **BITEEU** will not be held liable or responsible in any manner of compensation should **User** incur personal losses arising from ignorance or negligence of the announcements.

1. Modification of terms

BITEEU may modify this **Agreement** by providing notice of such changes, such as by sending **USER** an email, providing notice through the **Services**, or updating the “Last Updated” date at the top of this **Agreement** and posting a new version of the agreement on the site. By clicking on an “I Agree” button or by continuing to access or use of the **Services**, **User** confirms **User’s** agreement to the modified **Agreement**. If **User** does not agree to any modification to this **Agreement**, **User** must stop using the **Services**. **BITEEU** encourages **User** to frequently review the **Agreement** to ensure **User** understands the terms and conditions that apply to **User’s** access to and use of the **Services**. If **User** has any questions regarding the use of the Site or **Services**, he/she should contact **BITEEU** Support Team by filing a support request at info@biteeu.com.

BITEEU reserves the right to modify or change the terms and conditions of the **Agreement** at any time and at its sole discretion. **BITEEU** will provide notice of these changes by updating the revised **Agreement** and changing the “[Last revised: 14 May 2022]” date on <https://www.Intebix.kz>. All modifications or changes to the **Agreement** will be effective immediately upon being announced on the website or released to **Users**. As such, **User’s** continued use of **BITEEU’S** services acts as acceptance of the amended **Agreement** and rules.

2. Eligibility

2.1. General Requirements

The **Services** are intended solely for **Users** who are 18 or older and who satisfies the criteria described in this **Agreement**. **User** represents and warrants that **User**: (a) is not located in the country from Sanction list, or a citizen or resident of the country from Sanction list, (b) is of legal age to form a binding contract; (c) has not previously been suspended or removed from using **BITEEU Services**; (d) is not identified as a Sanction persona in Kazakhstan or in another country; (e) is not placed on the OFAC, UN, Kazakh local or another sanction Lists; and (f) has full power and authority to agree to this **Agreement**.

2.2. Restricted Locations

User may not use the **Services** if **User** (a) is on the Specially Designated Nationals and Blocked Persons list maintained by the U.S. Office of Foreign Assets Control, the U.S. Department of Commerce Denied Persons list, or any similar list of persons or entities with which any transactions or business activities are prohibited or limited issued by any U.S. governmental authority or any other governmental authority having jurisdiction over either of **BITEEU**; or (b) is located in, or a citizen or resident of any state, country, territory or other jurisdiction that is have sanctions with international acts; (c) is in economic sanctions lists, such as but not limited the Kazakhstan sanction List and its equivalent. **User** may not use the **Services** if **User** is located in, or a citizen or resident of any country, territory or other jurisdiction where **User’s** use of the **Services** would be illegal or otherwise violate any applicable law.

User represents and warrants that **User** is not a citizen or resident of any such jurisdiction and that **User** will not use any **Services** while located in any such jurisdiction, and that **User** is not on any trade or economic sanctions list. **User** also may not use the **Services** if **User** is located in, or a citizen or resident of, any other jurisdiction where **BITEEU** has determined, at its discretion, to prohibit use of the **Services**. **BITEEU** may implement controls to restrict access to the **Services** from any jurisdiction prohibited pursuant to this Section 2.2. **User** will comply with this Section 2.2, even if **BITEEU’S** methods to prevent use of the **Services** are not effective or can be bypassed.

2.3. Enterprise USER

Unless **BITEEU** has provided prior, written approval (including email) to use **User’s** account for trading on behalf of a corporation or other legal entity (an “**Corporate User**”), **User** will use the **Services** and **User’s BITEEU Account** (as defined below) only for **User’s** own account and not on behalf of, or for the account of, any third party. If **USER** uses any **Services** on behalf of any **Corporate User**, **User** agrees with

this **Agreement** on behalf of him/her self and any such **Corporate User**, and **User** represents and warrants that **User** has the authority to bind the **Corporate User** to this **Agreement** and that both **User** and the **Corporate User** will be jointly and severally liable under this **Agreement** for any violation of this **Agreement** or any other act or omission by the **Corporate User** or by **User**. Without limiting the foregoing, **User** agrees that neither **User** nor the **Corporate User** will use or offer the **Services** or any derivatives thereof, including any Digital Asset Trading Facility made available for trading by **BITEEU**, to any person located in, or that is a citizen or resident of United States.

3. Account

3.1. BITEEU Account

In order to use any **Services**, **User** must create and maintain an account through the **Services** (“**BITEEU Account**”). To create or maintain **User’s BITEEU Account**, or enable functions on **User’s BITEEU Account**, **User** will be required to provide **BITEEU** with certain information and documentation, including, as applicable, the information and documentation associated with identity verification and other screening procedures described in Section 3.3, below. **User** will: (a) create a unique password; (b) provide complete and accurate information; (c) promptly update any information **User** has provided so that the information is complete and accurate at all times; (d) maintain the security of **User’s BITEEU Account** by protecting **User’s** password from unauthorized access or use; (e) promptly notify **BITEEU** if **User** discovers or suspects any unauthorized access or use of **User’s BITEEU Account** or any security breaches related to **User’s BITEEU Account**; and (f) be responsible for all activities that occur under **User’s BITEEU Account**, and accept all risks of any authorized or unauthorized access to **User’s BITEEU Account**.

BITEEU Accounts can only be used by the person whose name they are registered under. **BITEEU** reserves the right to suspend, freeze or cancel accounts that are used by persons other than the persons whose names they are registered under.

With registration of **BITEEU Account**, **User** agrees to share personal information requested for the purposes of identity verification. This information is used specifically for the detection of money laundering, terrorist financing, fraud and other financial crimes on the **BITEEU** platform. In addition to providing this information, to facilitate compliance with global industry standards for data retention, **User** agrees to permit **BITEEU** to keep a record of such information for the lifetime of **User’s** account plus 7 (seven) years beyond account closing or longer in accordance with **BITEEU** internal rules. **User** also authorizes **BITEEU** to make inquiries, either directly or through third parties, that are deemed necessary to verify **User’s** identity or to protect **User** and/or **BITEEU** against financial crimes such as fraud. **User** also acknowledges and agrees that **User’s** personal information may be disclosed to authority regulator and that this regulator may respond to **BITEEU’s** inquiries in full.

BITEEU will collect, use and share this information in accordance with **BITEEU** posted **Privacy Policy**.

If there is any reasonable doubt that any information provided by **User** is wrong, untruthful, outdated or incomplete, **BITEEU** shall have the right to terminate all or part of **BITEEU Service** to **User**. **User** shall be solely and fully responsible for any loss or expenses incurred during the use of **BITEEU Service** if **User** cannot be reached through the contact information provided. **User** hereby acknowledges and agrees that **User** has the obligation to keep all information provided up to date if there are any changes.

BITEEU will not ask for any password from its **Users** nor ask **Users** to transfer funds that are not listed on its trading platform.

3.2. Enhanced Security

BITEEU may offer optional enhanced security features for **User’s BITEEU Account** (including, for example, two-factor authentication). **BITEEU** encourages, but may not require, **User** to use any such enhanced security features. If **User** does enable enhanced security features, it is **User’s** responsibility to ensure the security of, and **User’s** continuous control over, any device or account that may be associated with the enhanced security features.

User hereby agrees that: (a) **User** will notify **BITEEU** immediately if **User** is aware of any unauthorized use of **User’s BITEEU Account** and password by any person or any other violations to the security rules; (b) **User** will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the website/service; and (c) **User** will log out from the website by taking proper steps at the end of every visit.

BITEEU will not be responsible for any loss or consequences caused by **User’s** failure to comply with the above **User’s BITEEU Account** security provision.

3.3. Identity Verification

Depending on the functions that **User** seeks to enable on **User's BITEEU Account** and **BITEEU'S** risk determination, **BITEEU** may, in its discretion, require identity verification and other screening procedures with respect to **User** or transactions associated with **User's BITEEU Account**. **User** may be required to provide **BITEEU** with certain personal information, including, but not limited to, **User's** name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, photograph of **User's** government-issued ID or other photographic proof of **User's** identity, and information regarding **User's** bank account. When creating document scans, it is important that these are well-aligned, scans of identity documents and squarely positioned. **User** hereby authorizes **BITEEU**, directly or through a third party, to make any inquiries **BITEEU** considers necessary to verify **User's** identity and/or protect against fraud, including but not limited to: (a) query identity information contained in public reports (e.g., **User's** name, address, past addresses, or date of birth); (b) query account information associated with **User's** linked bank account (e.g., name or account balance); and (c) take action **BITEEU** reasonably deems necessary based on the results of such inquiries and reports. **User** further authorizes any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests. **BITEEU** will have no liability or responsibility for any permanent or temporary inability to access or use any **Services**, including **User's** inability to withdraw Digital Asset Trading Facility or execute trades, as a result of any identity verification or other screening procedures.

3.4. Responsibility for Account Activities

User will be bound by, and hereby authorize **BITEEU** to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used **User's BITEEU Account** regardless of whether the access is authorized or unauthorized. Upon receipt of written notice from **User** that the security of **User's** account has been compromised, **BITEEU** will take reasonable steps to protect **User's BITEEU Account**, including, for example, to cease/to allow actions initiated using any compromised **BITEEU Account** passwords. But, the first sentence of this section will continue to apply to any other **BITEEU Account** passwords, and any substitute password issued to replace the compromised **BITEEU Account** password.

3.5. Number of BITEEU Accounts

BITEEU may, in its sole discretion, limit the number of **BITEEU Accounts** that **User** may hold, maintain, or acquire.

3.6. Guidelines of BITEEU Services usage

User hereby agrees to observe the following covenants during **User's** use of **Services** on **BITEEU**:

- All the activities that **User** carries out during the use of **BITEEU Services** will be in compliance with the requirements laws and regulations of Kazakhstan, the country where the **User** is located, whether the **User** is a resident of this country or not, country of **User's** citizenship and as well as this **Agreement** and other binding **BITEEU** policies, notices, agreements and documents related to the **Services**,
- **User** agrees not to use the **Services** for engaging in market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering regardless of whether prohibited by any law or International Acts),
- will not be in violation of public interests, public ethics or other's legitimate interests,
- will not constitute evasion of payable taxes or fees and will not violate this **Agreement** or relevant rules.

If **User** violates the foregoing promises and thereby causes any legal consequence, **User** shall independently undertake all of the legal liabilities in **User's** own name and indemnify **BITEEU** from all actions, claims, or costs arising from such violation.

User will not use any data or information displayed on the site for commercial purposes without the prior written consent of **BITEEU**. **User** will use the Site and **Services** in accordance with this **Agreement** and other binding **BITEEU** policies, notices, agreements and documents, without taking acts of unfair competition nor attempting to intervene with the normal operation of **BITEEU**. Examples of such malicious acts include, but are not limited to

- using a device, software or subroutine to interfere with the site
- overloading network equipment with unreasonable data loading requests
- executing malicious sales or purchases on the market

By accessing the **BITEEU Service**, **User** agrees that **BITEEU** shall have the right to unilaterally determine whether **User** has violated any of the above covenants and take actions to apply relevant rules without receiving **User's** consent or giving prior notice to **User**. Examples of such actions include, but are not limited to:

- block and close order requests
- freezing **User's** account
- reporting the incident to authorities
- publishing the alleged violations and actions that have been taken
- deleting any information **User** published that is in violation

If **User's** alleged violation causes any losses to a third party, **User** shall solely undertake all the legal liabilities in **User's** own name and hold **BITEEU** harmless from any loss, fine or extra expenses. If, due to any alleged violation **BITEEU** incurs any losses, is claimed by any third party for compensation or suffers any punishment imposed by any administrative authorities, **User** shall indemnify **BITEEU** for any losses and expenses caused thereby, including reasonable attorney's fee.

BITEEU actively discourages any type of market manipulation. Consistent with this **Agreement**, **BITEEU** will use the best practices to suspend and close any accounts engaging in these types of activities and notify the appropriate authorities.

Market manipulation activities include, but are not limited to:

- Pump and dumps - traders drum up enthusiasm for a Digital Asset Trading Facility by evangelizing it on multiple channels, including social media, instigating a coordinated purchasing frenzy to drive the price higher before traders dump the Digital Asset Trading Facility for a profit;
- Wash trading - selling and repurchasing the same Digital Asset Trading Facility to generate activity and increasing the price;
- Self-trading - placing an order which would result in self-execution, where the same trader would act as both the maker and taker for the trade;
- Front-Running - entering a trade with prior knowledge of a future transaction that will affect the price of the Digital Asset Trading Facility;
- Churning - placing both buy and sell orders nearly at the same price to increase the price by attracting more;
- Quote stuffing - quickly entering and withdrawing large quantities of orders attempting to flood the market, thereby gaining an advantage over slower market participants. Generally, this is conducted by using high frequency trading programs;
- Spoofing/Layering - a strategy in high-frequency trading where a trader makes and then cancels orders that they never intend to have executed in hopes of influencing Digital Asset Trading Facility's price

4. Risk disclosures; assumption of risks; release of BITEEU

Trading Digital Asset Trading Facility and use of **Services** provided by **BITEEU**, involves significant risks and potential financial losses, including without limitation the following:

- The features, functions, characteristics, operation, use and other properties of any Digital Asset Trading Facility ("**Digital Asset Trading Facility Properties**") and the software, networks, protocols, systems, and other technology (including, if applicable, any blockchain) ("**Underlying Technology**") used to administer, create, issue, transfer, cancel, use or transact in any Digital Asset Trading Facility may be complex, technical or difficult to understand or evaluate.
- Any Digital Asset Trading Facility and its **Underlying Technology** may be vulnerable to attacks on the security, integrity or operation of the Digital Asset Trading Facility or its **Underlying Technology** ("**Attacks**"), including **Attacks** using computing power sufficient to overwhelm the normal operation of a blockchain or other **Underlying Technology**.
- Any Digital Asset Trading Facility, Digital Asset Trading Facility **Properties** or **Underlying Technology** may change or otherwise cease to operate as expected due to a change made to the **Underlying Technology**, a change made using features or functions built into the **Underlying Technology** or a change resulting from an **Attack**. These changes may include, without limitation, a "fork" or "rollback" of a Digital Asset Trading Facility or blockchain.

- Any Digital Asset Trading Facility may be cancelled, lost or double spent, or otherwise lose all or most of its value, due to forks, rollbacks, **Attacks**, changes to Digital Asset Trading Facility **Properties** or failure of the Digital Asset Trading Facility to operate as intended.
- **BITEEU** may suspend or cease to support the transfer, storage or trading of any Digital Asset Trading Facility at any time at **BITEEU'S** discretion. Other exchanges and service providers may do the same.
- **BITEEU** may not support some types of Digital Asset Trading Facility, or their related side chains or other **Underlying Technology** that are based on a fork, enhancement, or derivatization of a different Digital Asset Trading Facility or **Underlying Technology** ("**Derivative Protocols**") even if the **Derivative Protocol** is based on Digital Asset Trading Facility that is supported by **BITEEU**. Other exchanges or service providers may do the same.
- **BITEEU** may suspend or reject **User's** transaction requests, suspend or cease support for Digital Asset Trading Facility, or suspend or terminate **User's** access to the **Services** in order to comply with applicable laws or regulations or an order from law enforcement or other governmental authority in Kazakhstan, for other reasons as specified in this **Agreement** or otherwise at **BITEEU'S** discretion.
- **User** may be unable to withdraw Digital Asset Trading Facility prior to **BITEEU** ceasing to support transfer of any such Digital Asset Trading Facility, resulting in the loss of any such Digital Asset Trading Facility remaining in **User's BITEEU Account**.
- Any Digital Asset Trading Facility may decrease in value or lose all of its value due to various factors including discovery of wrongful conduct, market manipulation, changes to Digital Asset Trading Facility **Properties** or perceived value of Digital Asset Trading Facility **Properties**, **Attacks**, suspension or cessation of support for a Digital Asset Trading Facility by **BITEEU** or other exchanges or service providers, and other factors outside the control of **BITEEU**.
- Any Digital Asset Trading Facility may decrease in value or lose all of its value due to legislative or regulatory activity, or other government action. Government regulation of Digital Asset Trading Facility is unsettled and rapidly evolving.
- Any Digital Asset Trading Facility may be lost if sent to the wrong address (for example but without limitation, if the address is improperly formatted, contains errors, or is intended to be used for a different type of Digital Asset Trading Facility).
- **User** may be prevented from sending a transaction request, or **User's** transaction request or email may not be received by **BITEEU** or the **Services**, due to hardware, software or services issues (including, without limitation, Internet and other network connectivity issues).
- **User's** transaction request or email to **BITEEU** or the **Services** may be lost, intercepted or altered during transmission.
- Unauthorized third parties may access or use **User's BITEEU Account** and effect transactions without **User's** knowledge or authorization, whether by obtaining the password to **User's BITEEU Account**, obtaining control over another device or account used by **User** in connection with any enhanced security measures enabled for **User's BITEEU Account**, or by other methods.

The risks described in this Section 4 may result in loss of Digital Asset Trading Facility, decrease in or loss of all value for Digital Asset Trading Facility, inability to access or transfer Digital Asset Trading Facility, inability to trade Digital Asset Trading Facility, inability to receive financial benefits available to other Digital Asset Trading Facility holders, and other financial losses to **User**. **User** hereby assumes and agrees that **BITEEU** will have no responsibility or liability for, any such risks. **User hereby irrevocably waives, releases and discharges any and all claims, whether known or unknown to User, against BITEEU, each of their respective Affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth herein.**

User represents and warrants that **User** has: (a) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Digital Asset Trading Facility that **User** decides to acquire or trade; and (b) the knowledge, experience, understanding, professional advice and information to make **User's** own evaluation of the merits and risks of any Digital Asset Trading Facility or trade. **User** accepts the risk of trading Digital Asset Trading Facility by using the **Services** and is responsible for conducting **User's** own independent analysis of the risks specific to the Digital Asset Trading Facility and the **Services**. **User** should not acquire or trade any Digital Asset Trading Facility unless **User** has sufficient financial resources and can afford to lose all value of the Digital Asset Trading Facility.

BITEEU'S decision to support the transfer, storage or trading of any particular Digital Asset Trading Facility through the Services does not indicate **BITEEU'S** approval or disapproval of the Digital Asset Trading Facility or the integrity, security or operation of the Digital Asset Trading Facility or its **Underlying Technology**. The risks associated with Digital Asset Trading Facility and trading Digital Asset Trading Facility apply notwithstanding to **BITEEU'S** decision to support a particular Digital Asset Trading Facility. **BITEEU** does not provide trading advice, does not have any fiduciary duty to **User** or any other **User** and does not make any warranty about the suitability of any Digital Asset Trading Facility for trading or ownership by **User**.

5. Privacy policy

Privacy Policy explains how **BITEEU** collects, uses, shares, and protects **User** information obtained through the <https://www.Intebix.kz> website and/or any other **BITEEU Services**. When **BITEEU** asks for certain personal information from **Users** it is because **BITEEU** is required by Kazakhstan law, AFSA rules or International Acts to collect this information or it is relevant for specified purposes. Any non-required information **User** provides to **BITEEU** is done so voluntarily. **User** decides whether to provide **BITEEU** with this non-required information; **User** may not be able to access or utilize all of **BITEEU Services** if **User** chooses not to.

By using the **Site**, **User** consents to the data practices described in **Privacy Policy**. On occasion, **BITEEU** may revise **Privacy Policy** to reflect changes in Kazakhstan law, AFSA rules or International Acts or **BITEEU'S** personal data collection and use practices.

6. Account funding; transfers

6.1. Initial Account Funding

In order to engage in a trade (as defined below) **User** must first transfer Digital Asset Trading Facility that are supported by the **Services** to **User's BITEEU Account**. The **Services** associated with **User's BITEEU Account** include a wallet service provided by **BITEEU** and/or third parties involved in process ("**Hosted Wallet**"). The **Hosted Wallet** will permit **User** to generate one or more addresses to which Digital Asset Trading Facility may be transferred from an account, wallet or address not hosted or controlled by **BITEEU** ("**External Account**"). The **User** guarantees **BITEEU** that all Digital Asset Trading Facility that have deposited to the **Hosted Wallet** from an **External Account** comply with all AFSA and Kazakhstan requirements of anti money laundering and counter-financing of terrorism legislation. **BITEEU** has right to freeze **User's BITEEU Account** and all **BITEEU Services** until **User** submits all necessary documents verifying **User's** source of funds in accordance with applicable legislation..

6.2. Deposits

User has right to deposit **User's Hosted Wallet** any Digital Asset Trading Facility that are supported for transfer and storage using the **Services**. If **User** transfers any Digital Asset Trading Facility that are not supported by the **Services** to **User's Hosted Wallet**, such Digital Asset Trading Facility may be permanently lost. **User** will not be entitled to receive any interest or other fees on any Digital Asset Trading Facility held in **User's BITEEU Account**.

6.3. Withdrawals

User is required to retain a sufficient quantity of Digital Asset Trading Facility in **User's BITEEU Account** and a sufficient quantity of currency necessary to satisfy any open orders (and applicable **BITEEU** fees) in **User's BITEEU Account**. In addition, there may be limits on the amounts that **User** is able to withdraw on a daily or other periodic basis. **BITEEU** may require **User** to verify that any **External Account** to which **User** seeks to transfer Digital Asset Trading Facility is not associated with any illegal activity. **User** hereby authorizes **BITEEU** and third parties involved in process to use **User's Hosted Wallet** to send to any **External Account** specified by **User** using the **Services**, the number of Digital Asset Trading Facility specified by **User** using the **Services**. **BITEEU** and third parties involved in process is not able to reverse any transfers and will not have any responsibility or liability if **User** has instructed **BITEEU** and third parties involved in process to send Digital Asset Trading Facility to an address that is incorrect, improperly formatted, erroneous or intended for a different type of Digital Asset Trading Facility.

The **User** must also take into account the limits and requirements provided for by the rules and laws of the AIFC. The proposal is that an Authorised Digital Asset Trading Facility must maintain effective systems and controls to ensure that an **User** using its service does not invest, in respect of Digital Assets in aggregate calculated over a period of one month, an amount which exceeds the greater of:

- a) USD 1,000; or

b) the lesser of (i) 10 percent of the annual income; or (ii) 5 percent of the net worth of such Retail Client (excluding the value of the primary residence), up to a maximum aggregate amount of USD100,000.

The maximum size of funds (per Client/Investor) up to which the Client Money Accounts are permitted to be deposited and/or refilled is reflected in the Table 1:

	A	B	C	D
#	Currency	Retail Clients and Investors: natural persons	Retail Clients and Investors: Body Corporates	Professional Clients and Accredited Investors
1	Fiat Currency	1,000 (thousand) USD or equivalent	20,000 (twenty thousand) USD or equivalent	within aggregated limits
2	Operating a Digital Asset Trading Facility or Providing Custody for safeguarding and administering Digital Assets belonging to another Person	0.5 (point five) BTC or equivalent amount in another Digital Asset	5 (five) BTC or equivalent amount in another Digital Asset	within aggregated limits
3	Any other Digital Asset related business	0.25 (point twenty-five) BTC or equivalent amount in other Digital Asset	2.5 (two point five) BTC or equivalent in other Digital Asset	within aggregated

The maximum size of aggregated funds of Clients that a [FinTech Lab Participant](#) is permitted to hold without ensuring compensation arrangement (which can be, for instance, in the form of performance assurance or guarantee) at any given instance for the purpose of Testing the [FinTech](#) Activities is:

a) for Retail Clients and Investors:

1. (i) **200,000 (two hundred thousand) USD or equivalent [Fiat Currency](#); or**
2. (ii) **50 (fifty) BTC or equivalent Digital Asset.**

b) for Professional Clients and Accredited Investors:

1. (i) **5,000,000 (five million) USD or equivalent [Fiat Currency](#); or**
2. (ii) **1,250 (one thousand and two hundred fifty) BTC or equivalent Digital Asset.**

6.4. Other Terms Applicable to Transfers

User will be responsible for: (a) paying all fees charged by any third party service provider associated with any **External Account** as well as for paying any fees charged by **BITEEU** for any transfers; (b) ensuring that any inbound and outbound transfers are handled in compliance with **BITEEU** requirements, third party service provider requirements or Digital Asset Trading Facility requirements; (c) ensuring that the address to which any Digital Asset Trading Facility are to be transferred is properly formatted and suitable for the type of Digital Asset Trading Facility being transferred; and (d) ensuring that there are no errors in any of the transfer instructions **User** provides using the **Services**. In the event **User** fails to comply with any requirements of this Section, the transferred Digital Asset Trading Facility, as applicable, may be permanently lost. The timing for completing any transfer will depend on third party actions that are outside the control of **BITEEU** and **BITEEU** gives no guarantee regarding the amount of time it may take to complete any transfer. **BITEEU** may impose limits on the amount of any inbound or outbound transfers, or suspend or terminate the ability to transfer Digital Asset Trading Facility into or out of **User's Hosted Wallet** into or out of **User's BITEEU Account** in order to comply with laws or regulations of AFSA and Kazakhstan, the country where the **User** is located, whether the **User** is a resident of this country or not,

country of **User's** citizenship, an order from law enforcement or other governmental authority, or otherwise at **BITEEU'S** discretion.

7. Exchange orders and trades

7.1. Orders; Fees

A “**Trade**” is an exchange of Digital Asset Trading Facility, in each case for which trading is supported on the **Services** between **User** and another user of the **Services** whereby **User** disposes of certain Digital Asset Trading Facility and acquires different Digital Asset Trading Facility. An “**Order**” is created when **User** enters an instruction to effect a **Trade** using the **Services**. When **User** enters an **Order**, **User** authorizes **BITEEU** to execute a **Trade** on a spot basis for all or a portion of the number of Digital Asset Trading Facility specified in **User's** Order in accordance with such **Order**. **User** agrees to pay **BITEEU** any applicable fees for **Trades** and authorizes **BITEEU** or third parties involved in process to deduct any such fees from **User's** Hosted Wallet, including third party fees and commissions.

7.2. No Broker or Fiduciary Relationship

BITEEU is not **User's** broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to **User** in connection with any **Trades** or other decisions or activities effected by **User** using the **Services**. No communication or information provided to **User** by **BITEEU** is intended as, or shall be considered or construed as, advice. Please refer to Section 4 for a summary of some of the risks **User** should consider when choosing whether to use **BITEEU'S** **Services**. All trades are executed automatically, based on the parameters of **User's** order instructions and in accordance with posted trade execution procedures and **User** is solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for **User** based on **User's** personal investment objectives, financial circumstances and risk tolerance. **User** should consult **User's** legal or tax professional regarding **User's** specific situation. **BITEEU** does not recommend that any Digital Asset Trading Facility should be bought, earned, sold, or held by **User**. Before making the decision to buy, sell or hold any Digital Asset Trading Facility, **User** should conduct **User's** own due diligence and consult **User's** financial advisors before making any investment decision. **BITEEU** will not be held responsible for the decisions **User** makes to buy, sell, or hold Digital Asset Trading Facility based on the information provided by **BITEEU**.

7.3. Order Matching and Trade Execution

Upon placement of an **Order**, **User's** **BITEEU** Account will be updated to reflect the open **Order** and **User's** **Order** will be included in **BITEEU'S** order book and/or third parties' order book involved in process for matching with **Orders** from other users of the **Services**. If all or a portion of **User's** **Order** is matched with another user, the **Services** will execute a **Trade**. Upon execution of a **Trade**, **User's** **BITEEU** Account will be updated to reflect that the **Order** has either been closed due to having been fully executed or updated to reflect any partial fulfillment of the **Order**. **Orders** will remain open until fully executed or cancelled in accordance with Cancellations Section. For purposes of effectuating a **Trade**, **User** authorizes **BITEEU** or third party involved in process to take temporary control of the Digital Asset Trading Facility that **User** is disposing of in the **Trade**.

7.4. Cancellations

User may only cancel an order initiated via the **Services** if such cancellation occurs before **User's** Order has been matched with another Order. Once **User's** Order has been matched with an Order from another **User**, **User** may not change, withdraw, or cancel **User's** authorization for **BITEEU** to complete such Order. If any order has been partially matched, **User** may cancel the unmatched portion of the Order unless and until the unmatched portion has been matched. **BITEEU** reserves the right to refuse any cancellation request associated with a market Order after **USER** has submitted such Order.

7.5. Insufficient Tokens

If **User** has an insufficient amount of Tokens in **User's** Hosted Wallet in **User's** **BITEEU** Account to fulfill an Order, **BITEEU** may cancel the entire Order.

7.6 Transaction Information

For all personal and enterprise **User** accounts, **BITEEU** collects transaction information including deposit snapshots, account balances, trade history, withdrawals, order activity and distribution history.

This transaction data is monitored for suspicious trading activity for **User** fraud protection, and legal case resolution.

BITEEU analyses trading activity with the goal of detecting suspicious behavior early to prevent potential fraud and loss of funds to bad actors.

8. General service terms

8.1. Conditions and Restrictions

BITEEU may, at any time and in its sole discretion, refuse any transfer request, **Order** or other transaction request submitted via the **Services**, impose limits on the amounts of transfers or **Trades** that can be completed on a daily or other periodic basis or impose any other conditions or restrictions upon **User's** use of the **Services**, without prior notice. For example, **BITEEU** may: (a) limit the number of open **Orders** that **User** can establish via the **Services**; (b) restrict transaction requests from certain locations; or (c) restrict withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if **BITEEU** receives reasonable notice that **User's** ownership of some or all of the Digital Asset Trading Facility in **User's BITEEU Account** is in dispute.

8.2. Accuracy of Information

User must provide any information required by any screen displayed within the **Services**. **User** represents and warrants that all information **User** provides via the **Services** is accurate and complete in all respects.

8.3. Support for Tokens

BITEEU retains the right, in its sole discretion, to determine whether to support transfer, storage or trading of any Digital Asset Trading Facility using the **Services**, and may discontinue or terminate any support for any Digital Asset Trading Facility at any time for any or no reason. If **BITEEU** ceases to support transfer or storage of a particular Digital Asset Trading Facility using the **Services**, **BITEEU** will use commercially reasonable efforts to notify **User** at least 30 days prior so as to afford **User** with an opportunity to transfer the affected Digital Asset Trading Facility from **User's Hosted Wallet** to an **External Account**. If **User** does not transfer the affected Digital Asset Trading Facility out of **User's Hosted Wallet** prior to cessation of support for the Digital Asset Trading Facility by **BITEEU**, the Digital Asset Trading Facility may be lost due to **User's** inability to access, transfer or otherwise control the Digital Asset Trading Facility. **BITEEU** will not be liable to **User** for any losses, liability or expenses related to its decision to cease any support for any Digital Asset Trading Facility.

8.4. Compliance with Law; Taxes

User is responsible for complying with all laws related to **User's** trading activities and other use of the **Services**, including without limitation any reporting obligations and payment of all applicable taxes of Kazakhstan, the country where the **User** is located, whether the **User** is a resident of this country or not, country of **User's** citizenship. **User** will determine what, if any, taxes apply to the **Trades** and any other transactions **User** completes via the **Services**, and it is **User's** responsibility to report and remit the correct tax to the appropriate tax authority. **BITEEU** is not responsible for determining whether taxes apply to **User's Trades** or for collecting, reporting, withholding, or remitting any taxes arising from any **Trades**.

It is the responsibility of the **User** to abide laws in relation to the legal usage of **BITEEU Services** of Kazakhstan, the country where the **User** is located, whether the **User** is a resident of this country or not, country of **User's** citizenship. All **Users** of **BITEEU services** acknowledge and declare that the source of their funds come from a legitimate manner and are not derived from illegal activities. **BITEEU** maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate **User's BITEEU Account** and funds which are flagged out or investigated by legal mandate.

8.5. AML/KYC Compliance

BITEEU is registered by Astana Financial Services Authority. **BITEEU** maintains internal anti-money laundering and know your customer compliance program ("**AML/KYC Program**"). **AML/KYC Program** is a risk-based program founded on requirements of the Kazakhstan acts other anti-money laundering laws, implementing regulations and International Acts. **AML/KYC Program** may be updated from time-to-time, including the procedures that **BITEEU** uses to verify its **Users** identities.

User guarantees and undertakes to comply with the requirements of legislation and international requirements of anti-money laundering and know your customer compliance programs. **User** guarantees and undertakes to comply with the rules and laws of the AIFC and the laws of Kazakhstan.

8.6. Error Correction Attempts

BITEEU may, at its option and discretion, attempt to correct, reverse or cancel any **Order, Trade** or transfer with respect to which **BITEEU** has discovered that there was an error, whether such error was by **User, BITEEU** or a third party. **User** hereby authorizes **BITEEU** to attempt any such correction, reversal or cancellation described in the preceding sentence. **BITEEU** provides no guarantee or warranty that any such attempt will be successful and will have no responsibility or liability for the error or any correction attempt. In the case of transactions and / or transfer of funds and / or attempts to carry out the above operations, these actions will be regarded as fraud.

8.7. Unclaimed Property

If **User's BITEEU Account** has been inactive and **User** has not responded to reasonable attempts by **BITEEU** to contact **User** for a period of six months or more, **BITEEU** reserves the right to cancel such **Account**. The cancellation of the **Account** shall not affect the payment of all fees due for past **Deposits, Withdrawals, Trades, Orders** and other transaction.

8.8. Property Disputes

If **BITEEU** receives notice that any Digital Asset Trading Facility held in **User's Hosted Wallet** are alleged to have been stolen or otherwise are not lawfully possessed by **User, BITEEU** may, but has no obligation to, place an administrative hold on the affected Digital Asset Trading Facility or **User's Hosted Wallet**. If **BITEEU** does place an administrative hold on some or all of **User's** Digital Asset Trading Facility, **BITEEU** may continue such hold until such time when the dispute has been resolved and evidence of the resolution acceptable to **BITEEU** has been provided to **BITEEU** in a form acceptable to **BITEEU**. **BITEEU** will not involve itself in any such dispute or the resolution of the dispute. **User** agrees that **BITEEU** will have no liability or responsibility for any such hold, or for **User's** inability to withdraw Digital Asset Trading Facility or execute **Trades** during the period of any such hold.

8.9. Digital Asset Trading Facility Promotions

User is responsible for doing all things and taking all actions necessary to enable or receive financial or other benefits made available to Digital Asset Trading Facility holders. For example, and without limitation, if new or additional Digital Asset Trading Facility are provided (whether by "airdrop" or other means) to holders of a Digital Asset Trading Facility, it would be **User's** responsibility to claim the Digital Asset Trading Facility and to designate the wallet address for such Digital Asset Trading Facility to be delivered. **BITEEU** has no responsibility to enable, facilitate or help with claiming or receiving any such Digital Asset Trading Facility or other benefits.

8.10. Unacceptable Use or Conduct **User** will not:

- violate any law, regulation, contract, intellectual property or other third-party right, or commit a tort while using the **BITEEU Services**;
- use the **BITEEU Services** in any manner that could interfere with, disrupt, negatively affect, or inhibit other **Users** from fully enjoying the **BITEEU Services**, or that could damage, disable, overburden, or impair the functioning of the **BITEEU Services** in any manner;
- engage in any type of market manipulation. Market manipulation activities include, but are not limited to, pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing and layering, regardless of whether it is prohibited by the laws of Kazakhstan and AFSA rules, the country where the **User** is located, whether the **User** is a resident of this country or not, country of **User's** citizenship;
- use the **BITEEU Services** to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- use any robot, spider, crawler, scraper, or other automated means or interface not provided by **BITEEU** to access the **BITEEU Services** or to extract data;
- use or attempt to use another **User's** account without authorization;
- attempt to circumvent any content filtering techniques **BITEEU** employs, or attempt to access any service or area of the **BITEEU Services** that **User** is not authorized to access, or attempt to access the **BITEEU Services** from any location or jurisdiction in which **User** is prohibited from accessing the **BITEEU Services**;

- introduce to the **BITEEU Services** any malware, virus, trojan worms, logic bombs, or other harmful material;
- develop any third-party applications that interact with **BITEEU Services** without **BITEEU** prior written consent, or unless otherwise agreed;
- provide false, inaccurate, or misleading information;
- post content or communications that are, in **BITEEU**'s sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- post content containing unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages or **User** content designed to deceive or trick the **User** of the **BITEEU Services**;
- post content containing private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- promote, offer, use or otherwise exploit the Services or use or otherwise exploit any data related thereto in connection with the formation, operation or offering of any index fund or similar product or any data package or similar product or any other derivative product utilizing the Site or the **BITEEU Services**; or
- encourage or induce any third party to engage in any of the activities prohibited under this Section.

9. Fees

User agrees to pay **BITEEU** the fees described in the fee schedule ("**Fee Schedule**"), as periodically updated by **BITEEU** at **BITEEU**'S discretion. The updated **Fee Schedule** will apply prospectively to any **Trades** or other transactions that take place following the effective date of such updated **Fee Schedule**. **User** authorizes **BITEEU** and third parties involved in process to write off Digital Asset Trading Facility from **User**'s **Hosted Wallet** for any applicable fees owed by **User** under this **Agreement**.

BITEEU and third parties involved in process have the rights to levy service fees on **Users** who use its **Services**. It is in the discretion of **BITEEU** to adjust the service fees charged to **Users** using its **Services**.

10. Changes; suspension; termination

10.1. Changes to Services

BITEEU may, at its discretion and without liability to **User**, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of any **Services**.

10.2. Suspension or Termination of Services

BITEEU may, at its discretion and without liability to **User**, with or without prior notice and at any time, temporarily suspend or permanently terminate **User**'s access to all or a portion of any **Services**.

10.3. No Liability

BITEEU will not be liable for any losses suffered by **User** resulting from any modification of any **Services** or from any suspension or termination of **User**'s access to all or a portion of any **Services** (whether pursuant to this Section or for any other reason). If and when **Services** resume, **User** acknowledges that Digital Asset Trading Facility valuations and exchange rates may differ significantly from the valuations and rates prior to such event.

10.4. Effect of Termination

In the event of discontinuation of all **Services** or other termination of **User**'s right to access all **Services**: (a) all amounts payable by **User** to **BITEEU** will immediately become due; (b) **BITEEU** may delete or deactivate **User**'s **BITEEU Account** and all related information and files in such account without liability to **User**; and (c) **BITEEU** may cancel any open **Orders** or other transaction requests that are pending at the time of discontinuation or termination. In the event of discontinuation or termination of all **Services** or discontinuation or termination of transfer or storage **Services** for all or some Digital Asset Trading Facility, **BITEEU** will use commercially reasonable efforts, unless prohibited in order to comply with applicable laws or regulations or by order of law enforcement or other governmental authority in Kazakhstan, to provide **User** with a period of 90 days to remove the affected Digital Asset Trading Facility from **User**'s **Hosted Wallet** from **User**'s **BITEEU Account**.

User agrees that BITEEU has the right to immediately suspend User's BITEEU Account, freeze or lock the funds in all such accounts, and suspend User's access to BITEEU if BITEEU suspects any such accounts to be in violation of this Agreement and other binding BITEEU policies, notices, agreements and documents related to the Services or any AFSA rules and Kazakhstan laws and International Acts. BITEEU shall have the right to keep and use the transaction data or other information related to such accounts. The above account controls may also be applied in the following cases:

- BITEEU detects unusual activity in the account^[1]_[SEP]
- BITEEU detects unauthorized access to the account^[1]_[SEP]
- BITEEU is required to do so by a court order or command by a regulatory/government authority In case of any of the following events, BITEEU shall have the right to directly terminate this agreement by cancelling User's BITEEU Account, and shall have the right to permanently freeze (cancel) the authorizations of User's BITEEU Account and withdraw the corresponding BITEEU Account thereof:
- after BITEEU terminates Services to User^[1]_[SEP]
- User allegedly registers or registers in any other person's name as BITEEU User again, directly or indirectly^[1]_[SEP]
- the main content of User's information that User has provided is untruthful, inaccurate, outdated or incomplete^[1]_[SEP]
- when this agreement (including the rules) is amended, User expressly states and notifies BITEEU of User's unwillingness to accept the amended service agreement^[1]_[SEP]
- any other circumstances where BITEEU deems it should terminate the services.

Should the BITEEU Account be terminated, the BITEEU Account and transactional information required for meeting data retention standards may be securely stored for seven years. In addition, if a transaction is unfinished during the BITEEU Account termination process, BITEEU shall have the right to notify User's counterparty of the situation at that time.

10.5. Survival

The terms of Sections 2, 3.3, 4, 5, 6 and 8 through 20 will survive any termination of User's access to the Services.

11. Electronic notices

11.1. Consent to Electronic Delivery

User consents to receive electronically all communications, agreements, documents, receipts, notices, and disclosures (collectively, "Communications") that BITEEU and third parties involved in processes provide in connection with this Agreement. User agrees that BITEEU and third parties involved in processes may provide these Communications to User by posting them via the Services, by emailing them to User at the email address User provides, sending them using an app or other messaging service to User's account on the app or messaging service, and/or by sending an SMS or text message to a mobile phone number that User provides. User's carrier's normal, messaging, data, and other rates and fees may apply to any mobile Communications. User should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. User may also contact BITEEU'S Support Team to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below) by filing a support request at support@biteeu.com.

11.2. Hardware and Software Requirements

In order to access and retain electronic Communications, User will need a computer with an Internet connection that has a current web browser with cookies enabled and 128-bit encryption. User will also need to have a valid email address on file with BITEEU and have sufficient storage space to save past Communications or an installed printer to print them.

11.3. Withdrawal of Consent

User may withdraw consent to receive electronic Communications by sending a withdrawal notice to BITEEU Support Team by filing a support request at support@biteeu.com. If User declines or withdraws consent to receive electronic Communications, BITEEU may suspend or terminate User's use of the Services.

11.4. Requesting Paper Copies

If, after User consents to receive Communications electronically, User would like a paper copy of a Communication that BITEEU previously sent User, User may request a copy within 30 days after the

date **BITEEU** provided the **Communication** to **User** by contacting **BITEEU** at support@biteeu.com In order for **BITEEU** to send paper copies to **User**, **User** must have a current street address on file with **BITEEU**. Please note that **BITEEU Services** operate exclusively online and it is very burdensome for **BITEEU** to produce paper copies of **Communications**. Therefore, if **User** requests paper copies, **User** agrees that **BITEEU** may charge **User** a processing fee for each page of **Communication** requested.

11.5. Updating Contact Information

It is **User's** responsibility to keep **User's** email address and/or mobile phone number on file with **BITEEU** up to date so that **BITEEU** can communicate with **User** electronically. If **BITEEU** sends **User** an electronic **Communication** but **User** does not receive it because **User's** email address or mobile phone number on file is incorrect, out of date, blocked by **User's** service provider, or **User** is otherwise unable to receive electronic **Communications**, **BITEEU** will be deemed to have provided the **Communication** to **User**. Please note that if **User** uses a spam filter that blocks or re-routes emails from senders not listed in **User's** email address book, **User** must add **BITEEU** to **User's** email address book so that **User** will be able to receive the **Communications** **BITEEU** sends to **User**. **User** can update own email address, mobile phone number, or street address at any time by filing a support request at support@biteeu.com or by updating information on **Site**. If **User's** email address or mobile phone number becomes invalid such that electronic **Communications** sent to **User** by **BITEEU** is returned, **BITEEU** may deem **User's** account to be inactive, and **User** may not be able to complete any transaction via **BITEEU Services** until **BITEEU** receives a valid, working email address or mobile phone number from **User**.

12. Proprietary rights

12.1. Ownership of Services

The **Services**, **Site** and all technology, content, data and other materials used, displayed or provided or received by **User** in connection with the **Services** or **Site** ("**BITEEU Materials**") together with all intellectual property rights in any of the foregoing are, as between **User** and **BITEEU**, owned by **BITEEU**.

12.2. Limitations

User may use the **BITEEU Materials** solely as authorized by **BITEEU** in connection with **User's** use of the **Services** for as long as **BITEEU** permits **User** to continue to access the **Services** in accordance with this **Agreement** and other binding **BITEEU** policies, notices, agreements and documents related to the **Services**. Without limiting the foregoing: **User** will not (a) resell, lease, lend, share, distribute or otherwise permit any third party to use the **Site**, **Services** or **BITEEU Materials** or use the **Site**, **Services** or **BITEEU Materials** in any service bureau environment; (b) modify or create derivative works of the **Site**, **Services** or **BITEEU Materials**, or any portion thereof or any data or information received by **User** in connection therewith; (c) frame, display or incorporate the **Site**, **Services** or **BITEEU Materials** in any website or any other work of authorship; (d) decompile, disassemble, reverse engineer or attempt to discover the source code of the **Site**, **Services** or **BITEEU Materials**; (e) use the **Site**, **Services** or **BITEEU Materials** to design, develop or create any competing product or service; or (f) otherwise use the **Site**, **Services** or **BITEEU Materials** for any commercial or noncommercial purpose other than their intended purposes determined at **BITEEU'S** discretion. "**BITEEU**", any product or service names, logos, and other marks used on the **Site** or **BITEEU Materials**, or otherwise in connection with the **Services**, are trademarks owned by **BITEEU**, or its licensors. **User** may not copy, imitate or use them without **BITEEU's** prior written consent.

12.3. Feedback

BITEEU will own any feedback, suggestions, ideas, or other information or materials regarding **BITEEU** or the **Services** that **User** provides, whether by email, posting through the **Services** or otherwise ("**Feedback**"). **User** hereby assigns to **BITEEU** all right, title and interest to **Feedback** together with all associated intellectual property rights. **User** will not be entitled to, and hereby waives any claim for, acknowledgment or compensation based on any **Feedback** or any modifications made based on any **Feedback**.

12.4. USER Content

User hereby grants to **BITEEU** a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any text, information, data, materials, images, or other content **User** provides to **BITEEU** using the **Services** or submit or post to the **Site** and that is not **Feedback** owned by **BITEEU** (the "**User Content**"). **User** represents and warrants that: (a) **User** owns the **User Content** or has the right to grant the rights and licenses in this **Agreement**, and (b) the **User**

Content and use by **BITEEU** of the **User Content** as licensed herein does not and will not violate, misappropriate or infringe on the rights of any third party. **BITEEU** may remove any **User Content** from the **Site** for any reason at **BITEEU'S** discretion.

13. Third-party content

In using the **Services**, **User** may view content provided by third parties ("**Third-Party Content**"). **BITEEU** does not control, endorse, or adopt any **Third-Party Content** and shall have no responsibility for **ThirdParty Content**, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable. In addition, **User's** business dealings or correspondence with such third parties are solely between **User** and the third parties. **BITEEU** is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and **User** understands that **User's** use of **Third-Party Content**, and **User's** interactions with third parties, is at **User's** own risk.

14. Disclaimer of warranties

To the maximum extent permitted under applicable law, the **Site**, the **Services**, the **BITEEU** materials and any products, services or other items provided by or on behalf of **BITEEU** is provided on an "as is" and "as available" basis and **BITEEU** expressly disclaims, and **User** waives, any and all other warranties of any kind, whether expressed or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from course of performance, course of dealing or usage in trade. Without limiting the foregoing, **BITEEU** does not represent or warrant that the **Site**, the **Services** or **BITEEU** materials are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.

User acknowledges that **User's User** data may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, viruses or other harmful materials, protocol changes by third party providers, internet outages, force majeure event or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside **BITEEU'S** control. **User** is solely responsible for backing up and maintaining duplicate copies of any information **User** stores or transfers through **BITEEU Services**.

The disclaimer of implied warranties contained herein may not apply if and to the extent it is prohibited by applicable law of the jurisdiction in which **User** resides. In such circumstances **User** must stop using the **Services**.

15. Indemnification

User agrees to indemnify and hold harmless **BITEEU**, its affiliates, contractors, licensors, and their respective directors, officers, employees, third parties involved in process of providing **Services** and agents from and against any claims and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out or relating to (a) **User's** use of, or conduct in connection with, the **Services**; (b) any **Feedback** or **User Content** **User** provides; (c) **User's** violation of this **Agreement**; or (d) **User's** violation of any applicable law or the rights of any other person or entity.. **BITEEU** does its best to maintain the data integrity on its **Site** but does not guarantee the information and **Services** provided in its platform. **BITEEU** will not be liable for errors arising from the use of its **Services**.

16. Disclaimer of damages

In no event will **BITEEU**, each of their respective affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers, third parties involved in process of providing **Services** or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other business or financial benefit) arising out of or in connection with the **Site**, the **Services**, the **BITEEU** materials, any performance or non-performance of the **Services**, or any other product or other item provided by or on behalf of **BITEEU**, whether under contract, statute, strict liability or other theory (including, for avoidance of doubt, any negligence of **BITEEU**), even if **BITEEU** has been advised of the possibility of any such damages.

17. Limitation of liability.

To the maximum extent permitted by Kazakhstan law and AFSA rules, in no event will **BITEEU**, its affiliates and their shareholders, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other business or financial benefit) arising out of or in connection with the services, any performance or nonperformance of the services, or any other product, service or other item provided by or on behalf of

BITEEU and its affiliates, whether under contract, statute, strict liability or other theory even if **BITEEU** has been advised of the possibility of such damages except to the extent of a final judicial determination that such damages were a result of **BITEEU'S** gross negligence, fraud, willful misconduct or intentional violation of any law.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to **User**. Notwithstanding the foregoing, in no event will the liability of **BITEEU**, its affiliates and their shareholders, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors arising out of or in connection with the **Services**, any performance or non-performance of the **Services**, or any other product, service or other item provided by or on behalf of **BITEEU** or its affiliates whether under contract, statute, strict liability or other theory, exceed the amount of the fees paid by **User** to **BITEEU** under this **Agreement** in the twelve-month period immediately preceding the event giving rise to the claim for liability.

User acknowledges and agrees, that **BITEEU** shall not be liable for any of **User's** losses caused by any of the following events, including but not limited to:

- Losses of profits, goodwill, usage or data or any other intangible losses
- Use or failure to use **BITEEU Service**
- Unauthorized use of **User's** account or unauthorized alteration of **User's** data by third parties
- **User's** misunderstanding of **BITEEU Service**
- Any other losses related to **BITEEU Service** which are not directly attributable to **BITEEU**

In no event shall **BITEEU** be liable for any failure or delay of service resulting from regular network maintenance or external factors such as power failure, natural disaster, service provider-side problems or governmental acts.

18. Dispute resolution; arbitration; waiver of class action

User agrees that by using the **Services** **User** is engaging in sophisticated transactions. **User** further agrees that (i) **User** has the necessary knowledge and experience as to be capable of evaluating the merits, risks and suitability of **User's** use of the **Services**, (ii) **User** is able to bear the risk of **User's** use of the **Services**, and (iii) **User** has a full understanding of all of the terms, conditions and risks of **User's** use of the **Services** and **User** is willingly assuming those terms, conditions and risks. **User** further agrees that using the **BITEEU Services** is not an ordinary or essential consumer transaction or service. By agreeing to this **Agreement** **User** is agreeing that (1) any rules, laws, or regulations governing "consumer" arbitrations are inapplicable, (2) arbitration of any dispute arising out of or relating to **User's** use of the **Services** will be in Kazakhstan, as applicable, and (3) **User** specifically waives any right to arbitrate in any other location, including **User's** hometown.

User agrees that any dispute arising out of or related to this **Agreement** or the **Services** is personal to **User** and **BITEEU** and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.

User agrees that with respect to any Digital Asset Trading Facility that are made available for trading by **BITEEU** this **Agreement** involve matters affecting commerce and that the enforceability of this Section will be substantively and procedurally governed by AFSA rules and Kazakhstan laws, to the maximum extent permitted by Kazakhstan law. The arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this **Agreement**. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. The award shall be final and binding and there shall be no appeal.

User agrees that for any arbitration, the party filing the claim will pay the filing fee and the parties will split the remaining fees and costs, as applicable. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction.

BITEEU reserves the right to resolve issues and disputes at its sole discretion. Some issues include infringement of others' rights, violation of laws and regulations, abnormal trades and other not explicitly mentioned in the **Agreement**. **User** agrees to bear the costs arising from the process of such dispute resolution.

19. Governing law

With respect to any Digital Asset Trading Facility that are made available for trading by **BITEEU**, the interpretation and enforcement of this **Agreement**, and any dispute related to this **Agreement** or the **Services**, will be governed by and construed and enforced in accordance with the laws of Kazakhstan, without regard to conflict of law rules or principles (whether of Kazakhstan or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. **User** agrees that **BITEEU** may initiate a proceeding related to the enforcement or validity of **BITEEU'S** intellectual property rights in any court having jurisdiction. With respect to any other proceeding that is not subject to arbitration under this **Agreement**, the courts located in Kazakhstan, will have exclusive jurisdiction. **User** waives any objection to venue in any such courts.

20. Other terms

20.1. Copyright Violations

BITEEU has a policy of limiting access to **BITEEU Services** and terminating the **User's BITEEU Accounts** of who infringe the intellectual property rights of others. If **User** believes that anything on **BITEEU Services** infringes any copyright that **User** owns or controls, **User** may notify **BITEEU**. Also, please note that if **User** knowingly misrepresents that any activity or material on **BITEEU Services** is infringing, **User** may be liable to **BITEEU** for certain costs and damages. **User** may also submit a proper notification to **BITEEU** using the contact information below: support@biteeu.com

If the **User** notices that a third party is infringing **BITEEU'S** rights, the **User** shall immediately inform **BITEEU** thereof in writing. The **User** itself shall not take any action against such an infringement without **BITEEU'S** prior written consent. If **BITEEU** decides to take any action against the infringing party, the **User** shall at **BITEEU'S** request fully cooperate with such action.

20.2. Remedies

If **User** violates any of this **Agreement**, **BITEEU** may, as it determines reasonably necessary to remedy or mitigate **User's** violation, delete all or part of such information transmitted by **User**, suspend or cancel **User's BITEEU Account**, or confiscate Digital Asset Trading Facility owned by **User** without any prior notice to **User**. **BITEEU** shall in no event be responsible or liable for any damage incurred by the **User** as a result of an action taken by **BITEEU** pursuant to this paragraph. Any right or remedy of **BITEEU** set forth in this **Agreement** is in addition to, and not in lieu of, any other right or remedy whether described in this **Agreement**, under statute, at law or in equity.

20.3. BITEEU Affiliates and Contractors

An "**Affiliate**" is, with respect to a legal entity, another legal entity that controls, is under common control with, or is controlled by the first legal entity. The **Site** and any **Services** may be operated or provided by **BITEEU**, its **Affiliates** or their respective contractors. To the extent that an **Affiliate** of **BITEEU**, or contractor of **BITEEU** or an **Affiliate** of **BITEEU**, is operating or providing any **Services**, the **Affiliate** or contractor's provision of such **Services** will be under terms identical to this **Agreement** substituting the **Affiliate** or contractor's name wherever **BITEEU'S** name occurs in this **Agreement**.

20.4. Nonwaiver

BITEEU'S failure or delay in exercising any right, power, or privilege under this **Agreement** shall not operate as a waiver thereof.

20.5. Severability

The invalidity or unenforceability of any of this **Agreement** shall not affect the validity or enforceability of any other of this **Agreement**, all of which shall remain in full force and effect.

20.6. Force Majeure

BITEEU will have no responsibility or liability for any failure or delay in performance of any **Services**, or any loss or damage that **User** may incur, due to any circumstance or event beyond the control of **BITEEU**, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, emergency, pandemic, government acts, communications, power failure, or equipment or software malfunction.

20.7. Assignment

User may not assign or transfer any right to use the **Services** or any of **User's** rights or obligations under this **Agreement** without prior written consent from **BITEEU**, including by operation of law or in connection with any change of control. **BITEEU** may assign or transfer any or all of its rights or obligations under this **Agreement**, in whole or in part, without notice or obtaining **User's** consent or approval.

20.8. Headings

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

20.9. Entire Agreement; Order of Precedence

This **Agreement** contains the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the **Services**. In the event of any conflict between this **Agreement** and any other agreement **User** may have with **BITEEU**, this **Agreement** will control unless the other agreement specifically identifies this **Agreement** and declares that the other agreement supersedes this **Agreement**.

Customers and individuals who are aggrieved about the services or products offered by **BITEEU** or their staff may complain to the Astana Financial Services Authority (“**AFSA**”), financial regulator of the Astana International Financial Centre.

The Client may sue the **BITEEU** for all claims, liabilities, legal action for damages, losses, costs arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by the **BITEEU**.

To lodge a complaint to the **AFSA** contact:

- ✓ +7(7172) 64 72 60;
- ✓ fintechlab@afsa.kz; or
- ✓ **AFSA** Office, Mangilik El 55/17, pavilion C3.2.

BITEEU is authorized by the financial regulator of the **AIFC**, Astana Financial Services Authority (“**AFSA**”), to conduct the activity(-ies) of *Operating a Digital Asset Trading Facility* in a **testing environment** of **FinTech Lab*** (**AIFC** regulatory sandbox) under the License # **AFSA-G-LA-2022-0004**, **AFSA-G-LA-2022-0003** with expiry date of 02.05.2024. Status of the license and its validity may be verified at the **AFSA** website (www.afsa.kz).

* **FinTech Lab** is a regulatory sandbox that allows firms to provide financial services in a **test environment** with individual regulatory requirements set up by the **AFSA** and subject to satisfaction of specific Licence conditions, including limits on size of transactions and number of clients. **FinTech Lab** was established in the **AIFC** by the **AFSA** to facilitate development of innovation in financial industry. It is anticipated that after completion of testing in **FinTech Lab** this firm would continue providing services under applicable **AIFC** regulations, however it is also possible that this firm may not continue providing services in or from **AIFC**.

Given that the firm offers services to clients in a test regulatory environment and that risk is an integral part of innovation, there is a **chance of losing investments and incurring other losses associated with using the service**.

Risk acknowledgement

By using the website of **BITEEU** and by entering into this Term of Use, the **USER** fully understand and was made aware of the inherent and potential risks associated with an investment in any products or services provided by **BITEEU**, including, but not limited to the risk of a complete loss of **USER's** funds and investment, or delays in payment or the realization of gains, associated with the provision of service by the **BITEEU** operating in a testing regulatory regime (“**FinTech Lab**”).

I acknowledge the potential risks involved foreseen or otherwise, AND HEREBY UNEQUIVOCALLY AND IRREVOCABLY RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS ASTANA FINANCIAL SERVICES AUTHORITY AND ITS OFFICERS, and the respective successors and assigns of all of the foregoing from any and all claims,

liabilities, legal action for damages, losses, costs directly or indirectly arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by the **BITEEU**.

The language of the original documents is English.