

BITUS LTD TERMS AND CONDITIONS:

1. GENERAL

1.1. These terms and conditions (hereinafter – Terms) apply to all visitors, users, customers, and others (hereinafter – You/User) who access or use the services of Bitus Ltd (hereinafter – We/Bitus).

1.2. Definitions:

1. Cryptocurrency – medium of exchange, created and stored electronically in the blockchain, using encryption techniques to control the creation of monetary units and to verify the transfer of funds.
2. Blockchain – digitized, decentralized, public ledger of all cryptocurrency transactions. It allows market participants to keep track of digital currency transactions without central record keeping.
3. Services – the software, tools and services provided by Bitus that allow you to keep safely cryptocurrency in your Wallet and to make payments for the goods and/or services.
4. Account – your personalized space on the cryptocurrency payment processing platform (hereinafter – Platform), to which you gain access by using username and password, and through which you can manage yours use of the Services, including modifying your personal or corporate information and managing your Wallet.
5. Wallet – a specific piece of software provided by Bitus as part of Services that stores information necessary to keep track of your cryptocurrency holdings and transactions, which is accessible through your Account.

1.3. By accepting these Terms, you acknowledge that:

1. you are at legal age;
2. you have sufficient experience, knowledge and understanding of the work principals of Wallet, fully understand the associated risks access and use the Wallet at your own risk with your own e-mail and for your own benefit;
3. you have full power and authority to enter into this legal relationship;

4. you guarantee that your Cryptocurrency you transfer to the Wallet are not sold, encumbered, not in contention, or under seizure, and that neither exist any rights of third parties to your Cryptocurrency.

1.4. By checking the respective box as a part of the registration process, you confirm to have read these Terms and accept Terms. If you do not agree with Terms, do not accept Terms and you will not be entitled to use Services.

1.5. You are allowed to use the Account if you are eligible in accordance with the law of your residence. Bitus reserves a right to block your Account if we have any doubts with regard to your eligibility.

1.6. We may amend or modify this Terms at any time by posting a revised Terms on the Website and such changes or modifications shall be effective at such time. By continuing to access or use the Services after we have posted a revised Terms, you agree to be bound by the modified Terms.

1.7. You agree that all electronic data regarding transactions and Wallet status as well as all electronic documents and information gathered through system loggings shall have the same probative value as paper documents and that those can be used as evidence in court or other judicial proceedings.

2. SERVICES

2.1. Bitus shall use its best efforts to provide the Services in accordance with these Terms. We reserve the right, however, to modify, update, amend or make unavailable in whole or in part the Services without incurring any charge or obligation to pay compensation in order to handle changes in the global blockchain system, comply with (changing) legal obligations or to prevent or stop any illegal or unauthorized activity.

2.2. By using the Services, you agree that Bitus may provide you with any notices or other communications about your Account and Services electronically: i) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide); ii) by posting to the website www.bitcoinus.io (hereinafter – Website). For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. If you do not wish to receive notices or other communications electronically, we will be unable to support your Account and your Account will be cancelled.

2.3. For each conversion, i.e. **the withdrawal of Cryptocurrency into fiat currency, you accept that you are selling digital content the value of which is subject to market fluctuations.** The Conversion Rate of the Cryptocurrencies we support at a particular moment of a transaction is based on currently integrated rates of the exchange and shall be clearly indicated on the Platform.

2.4. In order to use Services, the user is obliged to register on the Website, verify identification, acknowledge the Know Your Customer (KYC) policy, accept these Terms and Privacy Policy, and to create an Account to use Wallet with its full functionality. Account is accessible after the registration process and via the Services, where Cryptocurrencies may be stored and operated by

Bitus on behalf of a User. The process of creation of the Account requires a valid e-mail. E-mail provided within the registration and verified e-mail are used to identify the user and can be used for communicational purposes, password restore, Services updates etc.

2.5. In order to verify your identification, you may be required to provide national identity documents (passport, driving license, ID card), utility bill details for residence. Company registration documents may contain company's name and registration address, identification number, company officer's full name and date of birth, etc.

2.6. The User is obliged to create a strong password that is not used for any other websites, online or off-line services and maintain the security of his Account by protecting the password and restricting access to the Account.

2.7. You warrant and undertake that all information you provide during the registration process is truthful, complete, accurate and up to date. If any of your personal or corporate details change, you will duly update them via the appropriate menu in your Account or by contacting customer support.

2.8. Your login credentials to gain access to your Account are strictly personal. You are not allowed to divulge them to a third party. Any violation of the confidentiality of your login credentials shall be considered a material breach of these Terms and Bitus shall have the right to block access to or terminate your Account.

2.9. The balance of Cryptocurrencies displayed by the Wallet in the User interface of your application is accurate and the balance represents the current amount of Cryptocurrencies you are able to transfer or exchange. Bitus assumes no responsibility and liability in connection to any attempt to use Wallet for the cryptocurrencies that are not supported by Wallet.

2.10. In case of your breach of the Terms, or any other event as we may deem necessary, including without limitation the Force Majeure Event; maintenance work; inability of the third service provider to provide you services; your request of Account cancellation; market disruption; inability to conform our requirements; lack of verification pending litigation, investigation, or government proceeding related to you or your Wallet; and/or in case we perceive a heightened risk of legal or regulatory non-compliance associated with your account activity we may, in our sole discretion and without liability to you, with or without prior notice: suspend your access to all or a portion of our Services; or prevent you from completing any actions via the Wallet, including closing any open transaction requests. In case the transaction resumes, you acknowledge and agree that prevailing market rates may differ significantly from the rates available prior to such event; or terminate your access to the Services, delete or deactivate your Account and all related information and files in such Account.

2.11. In the event of termination, Bitus will return any Cryptocurrencies stored in your Wallet and not owed to Bitus, unless Bitus believes you have committed fraud, negligence or other misconduct.

2.12. Bitus is obliged to transfer Cryptocurrencies from the Wallet to your specified account at your request. If you specify invalid/incorrect account, Bitus shall not bear any liability for transferring your Cryptocurrency to invalid/incorrect account.

2.13. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software.

2.14. By using Wallet, you acknowledge that the transactions with Cryptocurrencies are irreversible. Bitus cannot be liable under any circumstances for any transaction made by you with your Wallet. Bitus has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party. Any dispute that you concerning a transaction with Cryptocurrencies you shall resolve with such third party directly without involving the Bitus.

2.15. The risk of loss in holding Cryptocurrencies can be substantial. Therefore, you should consider whether holding Cryptocurrencies is suitable for you in light of your financial condition. Changes in relevant network may result significant and sudden changes to the value and/or usability of Cryptocurrencies. Bitus is not responsible for such loss of value of Cryptocurrencies and bears no responsibility for any loss incurred by you while using the Platform or in any direct or indirect connection to the Platform.

2.16. Cryptocurrencies and Blockchain technologies have been subject of scrutiny by various regulatory bodies around the world. The functioning of the Platform could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions of use of Cryptocurrencies.

2.17. Hackers or other groups or organizations may attempt to interfere with your Account in any number of ways, including without limitation denial of service attacks, spoofing, smurfing, malware attacks. There is a risk that the Platform may include weakness or bugs in the source code interfering with the use of or causing the loss of Cryptocurrencies.

2.18. You may have only one account. Double accounts are strictly forbidden.

3. TRANSACTIONS

3.1. Transaction under 300 euros is confirmed instantly. Transaction over 300 euros is confirmed when the system shows that transaction has been received.

3.2. Transactions failed due to any technical issue, extreme network conditions or any other cause on the third-party service's side will not be automatically rolled back to your originating address by technical and security reasons. In such cases, you are required to contact Bitus to initiate a refund.

3.3. Once your transaction request has been executed, you may not change, withdraw or cancel your authorization for Bitus to complete such transaction.

3.4. If you have an insufficient amount of Cryptocurrencies in your Wallet to complete a transaction via the Wallet, we may cancel the entire transaction.

4. FEES

4.1. You agree to pay the fees for transactions completed via Wallet as defined by us, which we may change from time to time. You authorize us to charge or deduct your Account Cryptocurrencies for any applicable fees owed in connection with transactions you complete via Wallet. [nurodyti įkainius – įkelti įkainių lentelę].

5. LIABILITY

5.1. The Platform and its components such as the Account, Wallet and etc. are under development, Bitus cannot guarantee that all program functions will be available for any period in the future or that the functionality of the Platform will not change dramatically. Bitus makes no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Platform, including any warranty that the Platform will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged.

5.2. Bitus shall not have any liability or responsibility for any errors or omissions in performance of the Platform, for your action or inaction in connection with our Platform or for any damage to your computer or data or funds or any other damage you may incur in connection with the Platform. Your use of the Platform is at your own risk. In no event shall Bitus be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of the Platform, the delay or inability to use the Platform or otherwise arising in connection with our Platform whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages.

5.3. You agree to defend, indemnify and hold Bitus harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Account, Platform, Wallet and etc.

5.4. Bitus makes no representation that Services can be received are applicable or appropriate for use in all jurisdictions.

5.5. You must notify Bitus as soon as possible and at the latest within five 3 working days after the occurrence of damages which are a direct result of your use of the Services and you must take all necessary steps to limit the impact of these damages. In your correspondence, you must give us information sufficient to identify you, your Account, and the transaction on which you believe an error occurred. Belatedly communicated damages are in no event eligible for compensation.

5.6. Bitus can only be held liable for its own fraud or serious fault in the execution of its commitments under these Terms where it causes direct, proven damages to you.

5.7. Bitus shall never be liable, not even in case of serious fault for indirect damages, including consequential damages, financial or commercial damages, loss of profit or income, lost opportunities, lost savings, damage due to business discontinuity, reputational damage and damage from legal proceedings initiated by third parties against you.

5.8. Bitus shall never be liable for the partial, temporary or permanent delay or any impediment of the execution of its obligations resulting from the contract if such is the consequence of force majeure. Force majeure shall be understood at least as: war, terrorism, natural disasters or other

phenomena, fire, floods, storms, heavy rains or other precipitation, extreme weather conditions, occupation, strikes, illness or death of administrators, employees or subcontractors and their relatives, government measures, defaults or force majeure of subcontractors, electrical faults and technical failures, or any other cause beyond Bitus reasonable control.

5.9. We may, at any time, in our sole discretion and with no liability to you refuse to perform any transaction requested via the Wallet, impose limits on the transactions amount permitted via the Wallet or impose any other conditions or restrictions upon your use of the Wallet without prior notice; with or without prior notice modify or discontinue, temporarily or permanently, any portion of our Services.

5.10. Bitus is not responsible for any third-party services fees. You are solely responsible for your use of the third-party service, and you agree to comply with all terms and conditions applicable to any third-party service.

5.11. It is your responsibility to decide whether any taxes apply to the transactions you perform via the Wallet, and to withhold, report and remit the relevant funds to the appropriate tax authorities. You may view your transaction history in your Account. You agree that Bitus is not responsible for determining whether any taxes apply to your transfers or for collecting, reporting, withholding or remitting any taxes arising from any transactions and does not act as your tax agent.

5.12. While using Account, Platform, Wallet, you may view the content provided by third parties, including without limitation links to web pages of such parties, which may be represented on the Account, Platform, Wallet. We do not control, endorse or adopt any third-party content and shall have no responsibility for third-party content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of third-party content, and your interactions with third parties, is at your own risk.

5.13. In no event shall Bitus, its affiliates and services providers, or any of their respective officers, directors, agents, joint ventures, employees, representatives and etc. be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with Bitus Website, Services and these Terms.

5.14. You agree to indemnify and hold Bitus harmless against any claims, demands and damages, whether direct, indirect, consequential or special, or any other damages of any kind, including, but not limited, to loss of use, loss of profits, loss of data or loss of assets, whether in an action, in contract, tort (including but not limited to negligence) or otherwise, originated from or in any way connected with:

1. your use of Wallet, including, but not limited to those arising from your personal errors and misbehavior such as forgotten passwords, incorrectly constructed transactions, loss of your accesses etc.

2. any risks associated with utilizing any Cryptocurrencies blockchain network, including, but not limited to the risk of unknown vulnerabilities in or unanticipated changes to any network protocol;
3. any communication failures, disruptions, errors, distortions or delays you may experience when using the Wallet, howsoever caused;
4. software failures, protocol changes by third party providers, internet outages, Force Majeure event or other disasters including third party DDOS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control, any malfunction, unintended function, unexpected functioning of or attack on the Blockchain protocol that may cause the Wallet to malfunction or function in an unexpected or unintended manner;
5. technical, typographical, or photographic errors in information and materials appearing on the Website or related applications.

6. TERM AND TERMINATION

6.1. The contractual relationship between you and Bitus starts when you register on the Website and create Account and shall be of indefinite duration.

6.2. Bitus can terminate contractual relationship, Services and these Terms at any time. Bitus can also change these Terms at any time. You cannot change these Terms, but you can terminate these Terms by deactivating your Account.

6.3. In the event that you or Bitus terminates contractual relationship and/or these Terms, or your access to the Services, or deactivates/closes Account, you will remain liable for all amounts due hereunder. In the event that a technical problem causes system outage or Account errors, Bitus may temporarily suspend access to your Account until the problem is resolved.

6.4. Bitus may: suspend or terminate your access to any or all of the Services, or/and deactivate/close or cancel your Account as required by a valid subpoena or court order, or if Bitus reasonably suspects you of using your Account in furtherance of illegal activity, or if you take any action that Bitus deems as circumventing Bitus controls, including, but not limited to, opening double Accounts. You will be permitted to transfer Cryptocurrencies associated with your Wallet for 60 (sixty) calendar days after Account deactivation or cancellation unless such transfer is otherwise prohibited under the law, or by a valid subpoena or court order.

7. MISCELLANEOUS

7.1. These Terms and any legal relationship between you and Bitus arising out of or in connection with them shall be governed by the laws of England. You agree to try and solve any dispute through negotiations. Should negotiations fail, then all disputes shall be submitted to the courts of England.

7.2. You shall not have the right to transfer or assign any of your rights and obligations under these Terms to a third-party without prior written permission of Bitus. Bitus reserves the right, to transfer or assign the whole or part of these Terms to a third party without your prior permission.

7.3. All documents and communication to be made or given pursuant to these Terms and contract must be in English language.

7.4. If at any time any one or more of the provisions of these Terms is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of these Terms nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.