

# Terms of use

## 1. Acceptance of Terms

These Terms of Use (“Terms”) constitute a legally binding agreement between you (“User”, “You”, “Your”) and BITBIX LTD, a private limited liability company registered in the United Kingdom under the number 14955756 at 20 Wenlock Road, London, United Kingdom, and BFTech LLC, a limited liability company registered in the United States of America under the number 3362518, located at 1007 N Orange St., Wilmington, Delaware (“Company”, “We”, “Us”, “Our”) governing your use of and access to our services, including any features, including any of our services. 4th Floor Ste 1382, Wilmington, Delaware (“Company,” “We,” “Us,” “Our”) governing your use of and access to our services, including any features, content and services provided on or through the BFinance platform (collectively, the “Services”). By accessing or using the Services, you acknowledge that you have read, understood and agree to these Terms. If you do not agree to these Terms, you must immediately stop using the Services.

## 2. Right to Use

You represent and warrant that you are at least 18 years of age, have the necessary legal capacity to enter into this agreement, and that you have not been deprived of the right to use the Services under applicable law. The Company reserves the right to request proof of age or identity and may deny access to the Services if such proof is not provided or if it is suspected that you are ineligible.

## 3. Account Registration and Security

### 3.1 Account Creation

In order to access certain features of the Services, you may be required to register an account (“Account”). You agree to provide accurate, current and complete information during the registration process and to update it in a timely manner as necessary. The Company reserves the right to suspend or terminate your Account if the information provided is found to be incorrect, incomplete or out of date.

### 3.2 Account Security

You are responsible for maintaining the confidentiality of your credentials, including your password, and for restricting access to your Account. You agree to be responsible for all activities that occur under your Account. Company will not be liable for loss or damage resulting from unauthorized access to your Account.

### 3.3 Personal Use

Your Account is for your personal use only and you may not transfer, delegate or share access with third parties. Company reserves the right to monitor your use of the Services to ensure compliance with these Terms.

## 4. Payments, Fees and Refunds

### 4.1 Commissions and fees

The Company reserves the right to charge fees for the use of the Services, including but not limited to transaction fees, currency conversion fees, administrative fees and other

possible costs. All fees will be clearly identified at the time of the transaction or service request. By using the Services, you agree to pay all applicable fees and charges.

#### **4.2 Payment Methods**

Payments for use of the Services may be made using payment methods specified by Company. You authorize Company to charge all applicable fees to the payment method you select. If your payment method fails, Company may suspend or terminate access to the Services until payment is successfully completed.

#### **4.3 Refunds**

All payments made to Company are non-refundable, except as required by law. The Company may, in its sole discretion, consider refunds in certain circumstances. Requests for refunds must be made in writing within seven (7) days of the transaction. The Company reserves the right to refuse a refund if the request does not comply with these Terms and Conditions or is fraudulent.

### **5. Prohibited Activities**

You agree to use the Services solely for lawful purposes and in accordance with these Terms. You are prohibited from engaging in any activity that violates applicable laws or regulations, including:

- Engaging in fraud, using stolen payment instruments, or identity theft.
- Using the Services in sanctioned countries or by sanctioned persons.
- Infringement of the Company's or third parties' intellectual rights.

The Company reserves the right to monitor your use of the Services and take action, including but not limited to blocking your account and referring information to law enforcement authorities if you violate the Terms.

### **6. Compliance with Laws**

You agree to comply with all applicable laws and regulations, including data protection and anti-money laundering requirements. The Company reserves the right to require information to comply with these requirements.

### **7. Limitation of Liability**

Company and its affiliates shall not be liable for any indirect, incidental, punitive or consequential damages arising out of the use of the Services. Company's total liability for all claims is limited to the amount you paid for the Services in the last three (3) months prior to the date the claim arose.

### **8. Indemnification**

You agree to defend, indemnify and hold Company and its representatives harmless from and against any claim, loss or expense arising out of your breach of these Terms or the law.

### **9. Termination of Use**

Company reserves the right to suspend or terminate your use of the Services at any time in its sole discretion without notice.

## **10. Property Rights**

All rights in the Services and their content are owned by the Company and are protected by copyright and intellectual property laws. You do not obtain any rights to the content of the Services other than the usage rights granted in these Terms.

## **11. No warranties**

The Company provides the Services “as is” and makes no warranties, express or implied, as to their performance, availability or reliability. Your use of the Services is at your own risk.

## **12. Applicable Law and Jurisdiction**

These Terms are governed by the laws of the United Kingdom and the United States of America. All disputes arising out of your use of the Services will be litigated in the courts in the respective jurisdictions.

## **13. Changes to the Terms and Conditions**

The Company reserves the right to make changes to these Terms at any time. Changes will be effective upon posting on the website or notifying users.

## **14. Other Terms**

If any provision of these Terms is held invalid, the remaining provisions will remain in full force and effect. These Terms constitute the entire agreement between you and the Company.

If you have any questions or queries relating to the Terms, you may contact us by email [support@bfinance.app](mailto:support@bfinance.app) or via telegram [@bfinsupbot](https://www.telegram.com).