

# Terms and Conditions

Date: April 01, 2020

## PLEASE READ CAREFULLY

**THESE TERMS AND CONDITIONS APPLY TO THE WEBSITE LOCATED AT [HTTPS://BITOFHEAVEN.IO/](https://bitofheaven.io/) (THE “WEBSITE”) AND THE SERVICES OFFERED THROUGH THE WEBSITE. IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THE TERMS AND CONDITIONS, YOU SHOULD STOP USING THE WEBSITE AND SERVICES IMMEDIATELY.**

### 1. Acceptance of the Terms and Conditions

1.1. These Terms and Conditions (the “Terms”) are a binding agreement between LOYALFINANCE OÜ, a company incorporated under the laws of Estonia, company number 14766929, with a registered and operational office address at Harju maakond, Tallinn, Kesklinna linnaosa, Tina tn 9, 10126, Estonia, with [license](#) of financial services, providing services of exchanging a virtual currency against a fiat currency number FVR001161 and providing virtual currency wallet services license number FRK001048 (the “Company,” “us” “our” or “we”) and you, the person who uses the services described herein and/or the Website (the “Client,” “you” “your” or “yourself”).

1.2. By your use of the Website and/or opening an account to use our services, you agree to comply with the terms and conditions governing your use of the Website and the services offered through the Website (the “Services”).

1.3. In addition to the Terms, you should also carefully read our Privacy Policy at <https://bitofheaven.io/privacy-policy/> (the “Privacy Policy”), which sets out how we collect and use your personal information, and is an integral part of these Terms.

1.4. The Company shall be entitled to modify, change, or amend the Terms at any time and shall post the amended Terms on the Website, with the date the Terms were last amended. You have the responsibility to check for any such updates from time to time. If you do not agree with any modification to the Terms your sole and exclusive remedy is to terminate your use of the Website and the Services and close your account with us (the “Account”).

### 2. Summary of the Services

2.1. Our Services allow you to enter into transactions with the Company for the purchase and sale of Bitcoin, Ether, and any other digital currency that may be available for purchase from or sale to the Company through the Website from time to time (the “Digital Currency”). For the purposes of these Terms, such transaction with the Company for a purchase or sale of Digital Currency may be referred to as a “Transaction.”

2.2. Fiat Money and Payment Methods. Once your Account has been approved and successfully opened, you may buy or sell, as applicable, Digital Currency through payments in certain fiat currencies (e.g. USD or EUR) as we shall decide, in our sole discretion, to accept from time to time (the “Fiat Money”). The Company may accept different methods of Fiat Money payment, including, but not limited to, bank wire transfers, credit or debit card payment, and other third party payment processors we may provide. The Company shall post

the different available payment method options at the time of your Transaction order that time.

2.3. When you buy Digital Currency from the Company, you shall send payment to the Company using one of the acceptable payment method options, and when you sell Digital Currency to the Company, the Company shall send you Fiat Money using one of the available payment method options displayed on the Website, such as by crediting your credit card or sending a bank wire transfer using the details you provided during the registration process and confirmed by you during your Transaction order.

2.4. Delivery of Digital Currency. We shall deliver Digital Currency, to either:

- a) the personal digital wallet address you provide to us upon registration or upon your Transaction order (your "Wallet Address"); or
- b) at your request, we may also deliver Digital Currency to your account with a third party website operator, at our sole discretion.

2.5. You acknowledge that delivery of the Digital Currency purchased by you may be completed separately from the payment process, and it may take time for the Digital Currency transfer to be processed. You also acknowledge that on some occasions, the Company may not be able to fulfil your purchase order or deliver the Digital Currency as further explained herein.

2.6. Your Wallet Address. By providing us with your Wallet Address you represent and warrant that it is owned by you exclusively and is under your sole and full control.

### **3. Registration and Your Account**

3.1. In order to use our Services and initiate any Transaction, you understand that you must open an Account through our Website and undergo our registration process, including without limitation, for the purposes of KYC, as shall be further described herein. You will be prompted to create a username and password to open your Account on the Website (your "Log-In") and to proceed with registration. During the registration process, you shall provide us with requested information, which may include, without limitation, your name, identification number, birthdate, e-mail address, postal address, telephone number, and/or credit card information details, as applicable ("Registration Details"). You will use your Log-In to access your Account and Registration Details, as well as to access any other information that may be posted to your Account from time to time, such as transactional activity once you have been approved to use our Services.

3.2. You warrant and represent that all Registration Details that you provide to us are true, accurate and complete, and that you shall promptly update your Registration Details upon any changes to this information. You understand and agree that the name you provide for the Account and the name on the credit/debit card(s), bank details, and/or other payment accounts [(e.g. personal virtual wallet)] which you provide to us must match.

3.3. You further acknowledge and represent to us the following:

- a) you are at least 18 years of age and the legal age to enter into a binding agreement in your location;
- b) you are of sound mind and capable of taking responsibility of your own actions with the full legal capacity to accept these Terms;
- c) the purpose of your Account is for your own personal use;
- d) you shall only open one Account with the Website;
- e) you shall not assist others in obtaining unauthorized access to the Website, Services and/or your Account and/or any other activity on the Website that has been strictly authorized to you;
- f) you shall not access the account of any other person through the Website; and

g) you shall be fully responsible for any activities undertaken by you on the Website and during the registration process.

3.4. You also acknowledge that certain restrictions may apply to purchase and sale of Digital Currency based upon applicable laws and regulations in your jurisdiction that may restrict us from entering into certain Transactions with you, and you understand that we have the right not to enter into any Transaction with you.

3.5. Confidentiality. You understand that you are responsible for maintaining the confidentiality of your Log-In, Account and Registration Details, and the safeguarding of your information. You understand that any compromise of your Log-In, Registration Details, and/or other Account information may expose your personal and confidential information to unauthorized access by a third party, which may also result in loss or theft of your funds, as well as any linked accounts, such as your linked bank accounts and credit cards.

3.6. You are responsible for the security of your Account information on your own personal computer and internet access location. You understand that if your Log-In is “hacked” from your computer or other device from which you access the Website, due to any viruses or malware, the Company shall have no liability and you shall maintain responsibility. You should report any possible hacks, hacking attempts or security breaches from your computer terminal, or other device, immediately to the Company.

3.7. In the event you have any knowledge of: a) a third party gaining access to your Log-In and/or Account or other breach of security related to your Log-In and/or Account, b) compromise of your personal information, and/or c) any other unauthorized use of your Registered Details on the Website, you should notify us immediately by sending an email, to [support@bitofheaven.io](mailto:support@bitofheaven.io) including all relevant details.

3.8. Unauthorized Use. In the event you create a Log-In, open an Account, and gain access to the Services without our permission, we reserve the right to immediately suspend or terminate your use of the Website as we deem appropriate, as well as suspend or terminate any pending orders or Transactions. We also reserve the right to seek any other remedy to which the Company may be entitled for such violation, and may take further actions against you.

3.9. Security Alerts. The Company does not guarantee to provide you with security alerts or any other alert, and the Company shall not be held liable for not providing any alerts. In no event will the Company be held responsible for any damages or losses which you may sustain as a result of compromise of your Log-In, Registration Details, or other Account information, other than due to the gross negligence of the Company.

3.10. No Criminal Activity Permitted. You hereby represent and warrant that your use of our Website and Services, including your opening of an Account and any use thereof are in compliance with all applicable laws and regulations. Any criminal activity or fraudulent acts committed by you or under your supervision and/or control through your use of the Website and/or our Services are absolutely not permitted. You affirm and declare that you shall not perform or attempt to perform any such activity, including but not limited to, fraud, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. You also agree not to hide your IP location and you shall always disclose your accurate and true location.

#### **4. Know Your Customer (“KYC”), AML Policy, and Compliance**

4.1. You understand and accept that we may require you to provide certain information and documentation as part of our KYC procedure to verify your Registration Details and confirm your identity and eligibility to use our Services. During this verification process, we may require and request certain documents from you, which may include, without limitation, proof of address, such as a utility bill, proof of your payment method, and a copy of a government issued identity card. We reserve the right to require certified or notarized copies at your expense. You understand and accept that we shall be under no obligation to accept any documents as valid. In addition to documentation, we may also choose to verify your identity through a video and/or audio call conference (collectively, the “KYC process”).

4.2. Along with the KYC process, we have implemented certain anti-money laundering policies (the “AML policy”). Money laundering means the disguising of the source of proceeds derived from criminal activity so that it appears as though such proceeds came from legitimate sources of income. In order to prevent any criminals from laundering or attempting to launder criminal proceeds through our Website or Services, the Company has set forth the AML policy, available at <https://bitofheaven.io/aml-kyc-manual/>. The AML policy comprises of procedures that will help us identify and mitigate the risks of financial crimes, including money laundering and financing of terrorism.

4.3. You acknowledge that in order to conduct such verification process and/or background checks, in accordance with our KYC procedure and AML policy, we may perform inquiries, directly or indirectly through third party service providers to prevent fraud, suspicious activity, misidentification, money laundering or any other prohibited activity. We reserve the right to take any action we deem necessary with respect to the outcome of such inquiries. You agree and consent to the Company’s global transfer, if necessary, of your information as required for its legitimate business purposes, including but not limited to for the completion of any KYC process or AML policy. The Company will retain your information to conduct such KYC/AML checks for the period necessary to perform the KYC/AML reviews, and as required to comply with the Company’s legal obligations.

4.4. In the event that you fail our internal compliance and KYC/AML reviews for any reason, you may be prevented from using our Services, accessing the Website, and/or we may limit or suspend your use of the Services and/or Website at any time. You understand that the outcome of such KYC/AML reviews, including a decision not to approve you to use our Services, is within the Company’s sole and absolute discretion, and we are under no obligation to provide feedback on the exact nature of our findings.

4.5. Third Party Service Providers. You consent to the Company providing certain information and/or documentation about you to third party service providers, including payment processors, as shall be required to complete a Transaction with you, including for the purpose of conducting any KYC/AML procedures, and/or pursuant to an inquiry or investigation for KYC/AML purposes.

#### **5. Suspension or Termination of Your Account**

5.1. In the event the Company determines, in its sole discretion, that any activity you perform through our Website is suspicious or related to any prohibited activity, the Company may cancel or suspend your Account and/or access to the Website, block any outstanding Transactions, deny any new Transactions, and/or freeze any funds that may be available to you through our Services. You understand that you shall be held liable for losses incurred by

the Company or by any third party due to your non-compliance and/or violation of any of the terms herein or any applicable law. The Company shall be entitled to inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or other criminal activity, and may also engage collection services to recover payments. You further acknowledge and understand that the Company also has the right to suspend or terminate your for any other reason.

5.2. You may terminate your Account at any time by submitting your request to terminate your account at support@bitofheaven.io. You will be responsible for fulfilling any outstanding payment obligations to the Company existing as of the effective date of termination and to settle any pending Transactions, and to pay any applicable fees or charges. The Company reserves the right to suspend any pending Transactions at the time of your termination.

## **6. Taxes**

6.1. You acknowledge that you are solely responsible for any applicable taxes with respect to your transaction(s) on the Website and/or through the Services. The Company is not and at no point shall provide any tax advice concerning the exchange of Digital Currency or any other Transaction through this Website and/or the Services. It is your responsibility to report, pay and remit the taxes, as applicable, to the appropriate tax authorities in the relevant jurisdiction(s).

6.2. Unless otherwise agreed, the terms of any amounts payable by you under these Terms are stated exclusive of any taxes or mandatory payments. You must pay any such taxes or mandatory payments to the relevant government agency, or otherwise, which may apply under applicable laws, and you agree to fully indemnify us for any such payments we may be required to make on your behalf. You hereby agree and represent that we may debit your Account in the amount of any such payments we are required to make on your behalf.

## **7. Transactions and Payments**

7.1. You fully understand and accept that all Digital Currency is purchased or sold in accordance with the rate as displayed on the Website and determined in our sole discretion (the "Rate"), where such Rate is accurate for the moment alone in which it's displayed on the Website and may not reflect the final rate applicable to your transaction. You acknowledge and agree that the such Rates do not reflect any rate or price quoted by any third party. The Rate is determined by us in such a way to include a certain margin between the "Buy" and "Sale" Rates, which constitutes our profit from each Transaction.

7.2. The final Rate of your transaction (the "Final Rate") will be the Rate which appears on the Website upon the Payment Confirmation. The "Payment Confirmation" shall mean:

- a) for your purchase of Digital Currency from us using bank transfer – the actual receipt of funds in our bank account;
- b) for your purchase of Digital Currency from us using credit or debit card – the confirmation from your card company of the payment;
- c) for your purchase of Digital Currency from us using alternative payment methods – the actual crediting of our account with such payment provider;
- d) for your sale of Digital Currency to us – our receipt of delivery of the Digital Currency into our digital wallet address.

You understand and agree that the Final Rate may be either higher or lower than any other rate which may have been previously available on the Website.

7.3. We shall execute your order at the Final Price (the “Execution”), as soon as reasonably practicable thereafter, and subject to the completion of our registration, AML and KYC processes to our satisfaction. Until Execution, any order by you shall be considered as pending and not completed, and shall not be binding on us whatsoever.

7.4. Delivery. As soon as reasonably practicable after the Execution of your order:

- a) in the case of your purchase of Digital Currency from us, the relevant Digital Currency shall be delivered by us to you, in accordance with the delivery target provided by you. While we will attempt to transfer the Digital Currency as soon as we can, please note that the transfer may take some time to be processed;
- b) in the case of your sale of Digital Currency to us, we shall deliver Fiat Money to you, using your choice of payment method options of those available on the Website at that time; and
- c) we shall provide you, either on the Website, via email, or otherwise, a transaction confirmation, detailing the Final Price and other particulars about the purchase and the Execution (the “Transaction Confirmation”).

7.5. Any payment or delivery by us to you of Fiat Money or Digital Currency, as applicable, shall be made after deduction of any applicable fees, including:

- exchange fee at a rate of 5.9%; and
- processing fee of any transaction (Wire transfer, Credit Card or any Alternative Payment Method) made (buy or sell) as determined by us according to the market at the time of the transaction.

Without derogating from the above it should be noted that such fee will be disclosed to you before proceeding with the transaction and will be subjected to your approval.

7.6. Excess Payments and/or Delivery. In the event we transfer to you, for any reason whatsoever, any excess Digital Currency or any Fiat Money, you agree that you will repay any excess amount to us and/or we may deduct such amount from any Fiat Money and/or Digital Currency which we owe you.

7.7. Cancellation Policy. You acknowledge that you may not cancel your Digital Currency purchase or sales order or cancel any pending transactions. The Company reserves the right to deny processing any order, or cancel any pending transaction for any reason including, but not limited to, the following: (i) if required to do so by law, regulation, competent court order, or other competent authority (ii) the Company considers any such order or transaction as violating any provision of these Terms or applicable law or regulation; or (ii) any such transaction places the Company’s operation, good name, or reputation at risk. In addition, the Company may take any additional actions available to it under these Terms or other applicable laws and regulations with respect to such transaction.

7.8. You also agree that the Company may, at any time, set off any amount owed by us to you against any amount owed by you to us.

7.9. Customer Feedback and dispute. If you have any questions, feedbacks or complaints, you may contact the Company via the Company’s customer support at [support@bitofheaven.io](mailto:support@bitofheaven.io) the Company shall response up to 4 (four) working days and a resolution will be given to you up to 14 (fourteen) days according to the specific

circumstances of your request/complaint. Please provide identifying information such as your name, address, and any other information that the Company may need to identify you, your Account, and/or the transaction on which you have feedback, questions, or complaints. For service quality assurance, calls made by you to the customer service department may be recorded.

**7.10. THE MAXIMUM DEPOSIT ALLOWED PER CUSTOMER BY THE COMPANY SHALL NOT EXCEED 1 MILLION EUR.**

**8. Intellectual Property; Website Technology**

8.1. The brand names relating to the Website and any other trademarks, service marks and/or trade names used by us either on our own behalf, or on behalf of our licensors, affiliates and partners (collectively, our “Partners”), are owned by us, or our Partners (the “Trade Marks”). In addition to the Intellectual Property Rights (“IPR”) in the Trade Marks, we and/or our Partners own the IPR in all other content of the Website (the “Content”). By using the Website and/or the Services, you shall not obtain any rights in the Trade Marks or the Content and you may only use the Trade Marks and Content in accordance with the Terms.

8.2. For the purposes of these Terms, “Intellectual Property Rights” or “IPR” shall mean pending or granted patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in software), and any applications for any of the aforesaid, database rights, design rights, know-how, trade secrets, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.

8.3. You hereby undertake not to: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise; (b) sell, assign, sublicense, transfer, distribute or lease the Software; (c) make the Software available to any third party through a computer network or otherwise; or (d) use the Website or any related software in a manner prohibited by any laws or regulations which apply to the use of the Website (collectively, and individually, the “Prohibited Actions”).

8.4. You shall be held liable for any loss, including direct and indirect damages, costs or expenses, we may suffer as a result of your Prohibited Actions. You agree to immediately notify us if you commit any Prohibited Actions or if you have knowledge of any third party committing any Prohibited Actions. You agree to provide us with reasonable assistance with any inquiry or investigation we may conduct as a result of the information provided by you in regards to the Prohibited Actions set out above.

8.5. Beware of Viruses and Phishing. You understand and bear the risk that any use of the internet may be subject to a virus attack and/or communication failure. You should use a reputable and available virus screening and prevention software at all times. The Company shall not bear any liability, whatsoever, for any damage or interruptions caused by computer viruses, spyware, Trojan horses, worms or other malware that may affect your systems, computer or other equipment, or any phishing, spoofing or other virus attacks. The Company cautions you to carefully review any electronic messages purporting to originate from the Company, and to be aware that electronic devices are vulnerable to phishing and spoofing scams and additional viruses. The Company advises you to always provide your Log In

through the Website only and avoid using unauthentic communications advising you of other options to provide your Log In (or other Registration Details) to gain access to the Services offered through the Website.

## **9. External Websites**

The Company makes no representations, and takes no responsibility whatsoever regarding any third party websites, services, or content which you may access through this Website. The Website may present links or other forms of reference to other websites (the "External Websites") or resources over which Company has no control. You acknowledge that the Company may present such links or references to you only as a convenience and that Company does not endorse any of the External Website services or offerings made to you or any content provided therein. The Company is not responsible for the availability of, and content provided on External Websites. You are requested to review the policies posted by the External Websites regarding privacy and other topics before use. The Company is not responsible for third party content accessible through the Website, including opinions, advice, statements, prices, activities, and advertisements, and you shall bear all risks associated with the use of such content. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature. If you access any such External Websites you agree that you do so at your own risk and you agree that we will have no liability arising from your use of or access to any External Websites.

## **10. No Warranty**

CLIENT HEREBY ACKNOWLEDGES AND UNDERSTANDS THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN WRITING BY THE COMPANY, (A) THE USE OF THE SERVICES AND THE WEBSITE IS ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE SERVICES AND WEBSITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE WEBSITE ARE RELIABLE, CURRENT OR ERROR-FREE, THAT THEY MEET CLIENT'S REQUIREMENTS, OR THAT DEFECTS IN THE SERVICES, SOFTWARE OR WEBSITE WILL BE CORRECTED; AND (C) THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND THE CLIENT ACKNOWLEDGES THAT THE USE OF THE SERVICES AND THE WEBSITE ARE AT THE SOLE RISK OF THE CLIENT.

## **11. Limitation of Liability**

CLIENT ACKNOWLEDGES AND AGREES THAT TO THE EXTENT PERMITTED BY ANY APPLICABLE LAW IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, LICENSORS AND/OR SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO THE USE OF, THE SERVICES AND THE WEBSITE, UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING,



WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT COMPANY, ITS AFFILIATES, LICENSORS AND/OR SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF THE SERVICES OR THE WEBSITE.

WITHOUT DEROGATING FROM ANY OTHER PROVISION IN THE TERMS, IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED, IN THE AGGREGATE, THE AMOUNT RECEIVED BY US FROM YOU.

## **12. Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates and service providers, and any of their respective employees, officers, directors, agents, joint ventures, and representatives, from any claims, demands, liabilities, damages, or costs (including attorneys' fees, fines, or penalties) suffered by the Company and arising out of or related to (i) breach by you of the Terms; (ii) your use of the Website or Services or use by any other person accessing the Services using your user identification whether or not with your authorization; or (iii) any violation by you of any law, rule, regulation, or the rights of any third party.

## **13. Risk Factors**

You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before using any of the Services.

13.1. You may increase or lose value in your assets at any time due to price volatility, especially in the crypto-currency market, and the potential loss in trading or holding Digital Currencies can be substantial. We do not guarantee that any Digital Currency will currently or in the future maintain a certain value or market liquidity, and you understand that the current value or price can drop as low as zero at any point. You acknowledge that we also do not guarantee that you will be able to sell the Digital Currency to the Company, or to any third party.

13.2. Digital Currency is based on blockchain technologies, a digital, decentralized and partially anonymous system which relies on peer-to-peer networking and cryptography to maintain its integrity. Such a system, which has been the subject of scrutiny by various regulatory bodies around the world, may be at risk to collapse at any time.

13.3. Most countries do not currently regulate the market, and at any time, regulations may be implemented and regulatory changes could have a negative and material impact that may result in the Digital Currency having little or no value whatsoever. Regulatory inquiries or actions, including, without limitation, the licensing of or restrictions on the use, sale, or possession of digital tokens like the Tokens, could impede, limit or end the Services or your ability to trade the Digital Currency at any point.

13.4. You maintain the responsibility to safeguard the private key unique to your Wallet Address to access your Digital Currency. The theft, loss or destructions of such a private key

required to access your Digital Currency is irreversible, and because the Company does not have access to those private keys, such private keys cannot be restored by the Company. The Company will not be responsible for any loss of access to your Wallet Address.

13.5. Due to the nature of Digital Currency, any technological difficulties experienced by the Company could potentially prevent the access or use of your Digital Currency.

13.6. You are aware that additional risks of trading Digital Currency may exist that have not been set forth in these Terms, and you understand that it is your responsibility to carefully assess all the risks and determine whether your financial standing and tolerance for risk are suitable for buying, selling or trading Digital Currency. You understand that the Company does not provide any investment, legal, or tax advice. At no point will the Company consider your financial situation, investment or trading objectives or other personal circumstances, and it is your responsibility to seek independent, professional advice prior to using the Services and the Website.

13.7. The Company may use banks and other third party service providers to receive your Fiat Money and any required payments, or to send payments to you, as applicable.

13.8. Certain regulators in certain jurisdictions may view certain types of Digital Currency as securities, and as such, Clients in these jurisdictions may not have the ability to trade their Digital Currency because trading of Digital Currency that is deemed as securities, may be restricted, partially or completely in some jurisdictions. It is your responsibility to ensure your compliance with the applicable laws of your jurisdiction.

13.9. Bit of heaven accepts no responsibility for the accurate maintenance of the Website information, calculation, or valuation. You bear the entire risk of loss, including, but not limited, for data, calculation, and valuation of Digital Currency and their related transactions.

13.10. THE PURCHASE AND SALE OF DIGITAL CURRENCY IS CONSIDERED A RISKY TRANSACTION WITH HIGHLY SPECULATIVE OUTCOMES. MARKETS FOR DIGITAL CURRENCY HAVE VARYING DEGREES OF LIQUIDITY. SOME ARE QUITE LIQUID WHILE OTHERS MAY BE THINNER OR ILLIQUID. THE COMPANY DOES NOT GUARANTEE ANY PROFIT FROM TRADING OR ANY OTHER ACTIVITY ASSOCIATED WITH THE WEBSITE. IN LIGHT OF THE RISKS ABOVE MENTIONED, WHICH ARE NOT A COMPREHENSIVE LIST, YOU SHOULD CAREFULLY CONSIDER IF HOLDING OR TRADING DIGITAL CURRENCY IS SUITABLE FOR YOU DEPENDING ON YOUR FINANCIAL CIRCUMSTANCES. YOU AGREE THAT YOU ARE FREE TO CHOOSE WHETHER TO USE THE SERVICES AND DO SO AT YOUR SOLE OPTION, DISCRETION, AND RISK.

#### **14. Miscellaneous**

14.1. Entire Agreement. These Terms comprise the entire understanding and agreements between you and the Company as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between you and the Company.

14.2. Status of Parties. Both you and the Company are independent parties, and nothing in these Terms shall be deemed to create between you and the Company any other form of

relationship, and the parties shall not be deemed to be partners, joint ventures or agents. You are not authorized to make any obligations on behalf of the Company.

14.3. Assignment. You may not assign any rights and/or licenses granted under these Terms, including without limitation, the right to use the Account which is exclusively for your personal use. The Company reserves the right to assign our rights without restriction, including without limitation to any Company affiliates or subsidiaries, or to any successor in interest of any business associated with the Company Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

14.4. Severability. If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these Terms shall not be affected.

14.5. Survival. All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms, including, without limitation, sections pertaining to suspension or termination, Company Account cancellation, debts owed to the Company, general use of the Company Website, disputes with Company, and general provisions shall survive any expiration or termination of the Terms.

14.6. Force Majeure. Company shall not be liable for delays, failure in performance or interruption of service which results directly or indirectly from any cause or condition beyond its reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond Company's reasonable control and shall not affect the validity and enforceability of any remaining provisions.

14.7. English Language Controls. Any translation of the Terms, if provided, is provided for your convenience alone. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

14.8. Confidentiality. If in the course of using the Services you are disclosed of any confidential information, you are obligated to keep such confidential information in strict confidence and use it in connection with the Services only. You may not disclose such confidential information without the Company's prior written consent. Upon termination of the Terms, or upon request, you are obligated to immediately return to the Company or destroy any such confidential information that you received from the Company. Confidential information shall include matters related to any arbitration or related judicial proceedings, if any, to the greatest extent practicable.

14.9. Governing Law. The Terms and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of Estonia and you irrevocably submit, for the benefit of the Company, to the exclusive jurisdiction of the courts of Estonia to settle any disputes (including claims for set off and counterclaims) which may arise in connection with

the creation, validity, effect, interpretation or performance of, or the legal relationships established by, the Terms or otherwise arising in connection with the Terms.

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