



BitX Service Agreement

SERVICE AGREEMENT

This BitX Service Agreement (the “Agreement”) is entered into between BitX (“BitX,” “we,” “us,” or “our”) and you, the user (“User” or “you”), who accesses or utilizes the services provided by BitX and/or its official website (the “Website”). This Agreement sets forth the respective rights and obligations of BitX and the User. By accessing or using any of the services provided by BitX or the Website, you acknowledge that you have read, understood, and agreed to be bound by the terms of this Agreement and the BitX Privacy Policy. If you do not agree with any part of this Agreement or the BitX Privacy Policy, you must immediately discontinue your use of the services and the Website. In the event you purchase any products or services offered by BitX, you agree to be additionally bound by the service terms applicable to such specific products or services.

I. GENERAL TERMS

1.1 BitX reserves the right to modify or update the terms of this Agreement at any time at its sole discretion. It is your responsibility to review this Agreement periodically to stay informed of any updates. Any amendments to this Agreement shall take effect upon being published on the Website, unless a different effective date is specified. Your continued use of the Website or the services following any such changes constitutes your acceptance of the revised terms.

1.2 If you object to any changes made to this Agreement or are dissatisfied with any aspect of the services or the Website, you must promptly: (1) cease using all services provided by BitX and the Website; and (2) notify BitX of your intent to terminate the services. Upon such termination, all rights granted to you under this Agreement shall cease immediately.

II. USER REGISTRATION

2.1 You hereby represent and warrant to BitX, and such representations shall be deemed reaffirmed each time you use the services, that:

- If you are an individual: you are at least 18 years of age and possess full legal capacity;
- If you are a legal entity: you are duly incorporated, validly existing, and in good standing under the applicable laws of your jurisdiction;

- Your use of the services is lawful under the laws and regulations of your country or region and does not infringe upon the rights or obligations of any third party;
- You have full authority to enter into and perform your obligations under this Agreement and any related order(s), and such documents shall be legally binding upon you.

2.2 When submitting your registration data (the “Registration Information”), you agree to the following:

- You will provide accurate, current, complete, and legally valid information;
- You will promptly update BitX if any changes occur to your Registration Information. You accept full responsibility for any consequences resulting from inaccurate or incomplete data;
- BitX reserves the right to impose limitations on your account or suspend/terminate access to services based on the information provided and in accordance with its compliance requirements and internal risk management policies;
- Without prior written approval from BitX, you may not register more than one user account;
- To access certain features, you will be required to enter a username and password. If you lose access to your account (e.g., forgotten credentials), BitX may request identity verification, including, but not limited to: proof of ID, proof of address, contact information, and transactional history. You must not share your login credentials with third parties. BitX shall not be held liable for any losses resulting from unauthorized access or negligent account management. If you suspect any unauthorized access, you must notify BitX immediately.

2.3 You acknowledge and agree that BitX may disclose your Registration Information to relevant authorities as required under applicable laws, regulations, or official requests from regulatory bodies.

III. RISK FACTORS

3.1 YOU ACKNOWLEDGE AND UNDERSTAND THAT THE HOLDING, TRADING, INVESTMENT IN DIGITAL ASSETS, AND THE USE OF DIGITAL ASSET-RELATED SERVICES INVOLVE SIGNIFICANT RISKS. The risks described in this section are not exhaustive. Additional risks, whether known or unforeseen, may arise over time, potentially resulting in loss of capital, unrealized gains, or complete suspension of the Services.

- The use of digital assets and related products and services involves inherent financial, regulatory, and technological risks. Before engaging in any activity involving digital assets, you must ensure that you possess sufficient knowledge and understanding of blockchain technology, digital assets, and smart contracts. Your participation should be based on independent evaluation or consultation with relevant professionals. BitX assumes that you are a knowledgeable participant in the digital asset space. Nothing in this Agreement or the Services provided by BitX shall be construed as investment advice.
- The value and performance of any digital asset or product offered by BitX may be impacted by factors outside of BitX's control. These may include, but are not limited to, shifts in mining difficulty, fluctuations in market prices, changes in protocol rules or algorithms, hardware depreciation, or mining equipment obsolescence.
- Digital assets are volatile in nature and may experience significant depreciation, including a total loss of value. You acknowledge and accept that the price of a digital asset may decline rapidly or become worthless. BitX bears no responsibility for losses resulting from market movements.
- BitX may from time to time perform routine or emergency maintenance and system upgrades. You acknowledge that uninterrupted access to Services is not guaranteed. BitX shall not be liable for any loss arising from service downtime, delays, or interruptions resulting from such activities, unless otherwise expressly stated.
- While BitX employs standard security protocols, no authentication system or technological solution is entirely secure. You agree to assume all risks associated with potential cyber threats, data breaches, hacking attempts, or identity theft.

- BitX may communicate service-related updates or information through official channels including the Website, email, SMS, and customer support. BitX is not responsible for any misinformation or damage caused by reliance on unofficial or unverified sources. If you have any doubt about the authenticity of any communication claiming to be from BitX, please contact us immediately for confirmation.
- The legal and regulatory landscape surrounding blockchain technologies, mining services, digital assets, and tokenized systems remains uncertain and may vary widely across jurisdictions. Regulatory actions, legislative changes, or policy developments may adversely affect the accessibility, value, or legality of the Services. You understand and accept that these evolving regulations pose significant risks, and you are solely responsible for ensuring compliance with applicable laws in your jurisdiction.

IV. USE OF DIGITAL ASSETS

4.1 You must not mine, purchase, sell, exchange, hold, or otherwise use any form of digital asset in a manner that is prohibited under the laws and regulations applicable to you. It is your sole responsibility to ensure that your use of digital assets via BitX complies with all legal requirements in your jurisdiction.

4.2 Prior to using any service provided by BitX, you must carefully assess whether such services are suitable for your financial situation and risk tolerance. **BY ACCESSING OR USING ANY SERVICE OFFERED BY BITX, YOU EXPRESSLY ACKNOWLEDGE AND ACCEPT THE INHERENT RISKS ASSOCIATED WITH MINING, PURCHASING, SELLING, EXCHANGING, HOLDING, AND/OR USING DIGITAL ASSETS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:**

V. RESTRICTIONS AND OBLIGATIONS

5.1 You shall not use the services provided by BitX to engage in any activity that violates applicable laws and regulations. You shall not use the services provided by BitX to:

- support, incite, or participate in any terrorist-related activity;
- engage in money laundering or financing of illicit operations;
- fabricate or distort facts, spread misinformation, or disrupt social order;
- produce or disseminate content that is obscene, violent, or promotes terrorism; or
- engage in any other conduct that is unlawful under applicable laws.

5.2 You agree to comply with all applicable laws and regulations, this Agreement, and all rules and policies published by BitX from time to time regarding the use of its services and Website.

5.3 You agree to provide any documentation and other information reasonably requested by BitX, at its sole discretion, to comply with applicable Know-Your-Customer (KYC) and Anti-Money Laundering (AML) obligations and policies.

5.4 You are solely responsible for maintaining the confidentiality and security of your account credentials, including your password or any other authentication method. Any transaction or order initiated through your account shall be deemed to have been authorized by you. BitX is not liable for any loss resulting from your failure to protect your credentials. If you suspect your account has been accessed or used by an unauthorized party, you must notify BitX immediately.

5.5 You represent and warrant that the source of funds used in connection with BitX services is lawful and in full compliance with applicable financial and tax laws. You agree to bear all tax obligations arising from your use of the services.

5.6 You agree that you are using the services solely for your own benefit and not on behalf of any third party, unless expressly authorized by BitX in writing.

5.7 You shall immediately report to BitX any suspected fraudulent activity or misconduct by any third party in connection with the use of BitX's services.

5.8 You may not register multiple accounts on the Website unless expressly authorized in writing by BitX. You shall not use multiple accounts to obtain benefits such as bonuses, coupons, or rewards.

5.9 You may not use another person's account or credentials without their express authorization. BitX shall not be liable for any damages resulting from such misuse.

5.10 You shall not engage in any behavior that may impair the security, integrity, or normal functioning of BitX's services or Website.

5.11 You shall not use any technical methods (including proxies, Tor, or similar services) to disguise your real IP address or internet traffic for the purpose of circumventing usage restrictions or identity verification protocols.

5.12 All intellectual property rights associated with content displayed on the BitX Website—including, but not limited to, text, images, design layouts, software, and databases—are owned by BitX or its licensors. You agree to respect all such intellectual property rights and shall not copy, distribute, or use any content without prior written authorization.

5.13 BitX grants you a limited, non-exclusive, non-transferable, revocable, and non-sublicensable license to access and use the services for personal or authorized business use, subject to this Agreement. BitX and its licensors retain all rights, title, and interest in the services, including any associated source code, trademarks, trade secrets, and other proprietary information.

5.14 You may not act in the name of BitX or claim any association with BitX unless expressly authorized in writing. You shall not use any data or information from the Website without permission.

5.15 For any data or content provided to you by BitX during your use of its services, you agree:

- (1) to use such data only for the purposes permitted under this Agreement and in compliance with all laws;
- (2) not to disclose or transmit such data to third parties except as required by applicable laws; and
- (3) not to modify, adapt, or combine such data with other sources or create derivative works without prior written consent from BitX.

5.16 You shall not make or disseminate any statement, whether written or oral, that directly or indirectly disparages BitX, its affiliates, officers, employees, or partners. This does not restrict you from making legally required truthful disclosures.

5.17 YOU ACKNOWLEDGE AND AGREE THAT BITX SERVICES ARE NOT AVAILABLE TO THE FOLLOWING INDIVIDUALS OR ENTITIES (EACH A “RESTRICTED PERSON”):

1. any individual who is a national or resident of, or any entity registered or operating in, a jurisdiction subject to comprehensive sanctions administered by the United States;
2. any individual or entity who is the subject of sanctions by the United Nations, the European Union, Singapore, or the United States, or is 50% or more owned or controlled, directly or indirectly, by such sanctioned individuals or entities;
3. any individual or entity restricted under BitX’s internal compliance controls or risk policies.

This list is not exhaustive and is subject to modification based on applicable legal or policy changes. If at any point you become a Restricted Person after commencement of services, you must notify BitX immediately and cease using the services. BitX shall not be liable for any resulting losses and reserves the right to deny service, freeze assets, and refuse refunds.

VI. LIABILITY FOR BREACH OF AGREEMENT

6.1 YOU AGREE THAT BITX MAY, AT ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE, SUSPEND OR TERMINATE YOUR ACCESS TO THE WEBSITE AND/OR BLOCK FUTURE ACCESS IF BITX DETERMINES THAT YOU HAVE BREACHED THIS AGREEMENT OR ANY ASSOCIATED POLICIES OR GUIDELINES. Without prejudice to any other liability or indemnity provisions under this Agreement, you shall be held liable for all losses incurred by BitX as a result of such breach.

In such instances, BitX may deduct from any amounts otherwise due to you the value of its losses resulting from your breach. You further agree that any such breach constitutes an unlawful and unfair business practice that may cause irreparable harm to BitX, for which monetary damages alone may be inadequate. Accordingly, you consent to BitX obtaining injunctive or equitable relief as it deems necessary or appropriate in response to your breach, in addition to all other remedies available under law or equity.

You also agree that BitX shall not be liable to you or any third party for the suspension or termination of your access to the Website resulting from any such breach.

6.2 If BitX has reasonable grounds to suspect that you are using its services in an illegal, fraudulent, or otherwise improper manner, BitX reserves the right to suspend the provision of services to you until you provide sufficient evidence to BitX's satisfaction demonstrating compliance with applicable laws and this Agreement.

6.3 You acknowledge and agree that BitX may, at its sole discretion and without prior notice, terminate your access to the Website and/or Services for any of the following reasons, including but not limited to:

- requests by regulatory, law enforcement, or government authorities;
- a request initiated by you, including account deletion requests;
- discontinuation or substantial modification of the Website or any of its services;
- unforeseen technical or operational issues affecting service stability.

VII. DISCLAIMERS AND LIMITATION OF LIABILITY

7.1 BITX MAKES NO REPRESENTATION OR WARRANTY THAT THE WEBSITE AND/OR THE SERVICES PROVIDED BY BITX WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE WEBSITE OR SERVICES WILL YIELD ANY PARTICULAR RESULT. The Website and all services are provided on an “AS IS” and “AS AVAILABLE” basis. All information presented in relation to the Services is subject to change without notice.

BitX does not guarantee that the Services are free from viruses, malware, or other harmful components. Unless expressly stated otherwise in writing by BitX, and to the fullest extent permitted by applicable law, BitX disclaims all warranties—express or implied—including but not limited to warranties of accuracy, non-infringement, merchantability, and fitness for a particular purpose.

BitX is not liable for the actions, omissions, or conduct of any third parties in connection with your use of the Services. You assume full responsibility and risk for your use of the Website and the Services. **Unless otherwise expressly provided in writing, your sole and exclusive remedy for dissatisfaction with the Website or the Services is to discontinue use.** This limitation of remedies forms an essential part of this Agreement.

The foregoing disclaimer applies to any damages or losses arising from failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication failure, theft, destruction, unauthorized access, or other cause of action—whether for breach of contract, tort, negligence, or any other legal theory.

7.2 BitX reserves the right, without prior notice, to take any of the following actions at any time:

- Modify, suspend, or terminate operation or access to the Website, or any portion thereof, for any reason;
- Modify or change the Website, including applicable terms and policies;
- Interrupt the operation of the Website, or any part thereof, for routine or emergency maintenance, error correction, or other modifications.

7.3 BitX shall not be liable for service suspension or termination due to force majeure or circumstances beyond its reasonable control, including but not limited to acts of war (declared or undeclared), terrorism, sabotage, blockades, fires, lightning, natural disasters, labor strikes, riots, pandemics, epidemics, floods, earthquakes, governmental or regulatory actions, or technical failures. BitX will take reasonable steps to mitigate disruption but assumes no liability resulting therefrom.

7.4 You acknowledge and agree that any third-party websites or links made accessible through the BitX platform are provided for your convenience only. BitX does not verify, approve, or endorse such websites or content. BitX disclaims all responsibility for any losses or damages you may incur from accessing or using third-party links or content not controlled by BitX.

7.5 You understand and agree that BitX shall not be liable for the following events or any associated losses unless otherwise agreed in writing:

- Interruptions of service not resulting from BitX's willful misconduct;
- Damage or loss of data or content not due to BitX's intentional misconduct;
- Changes in legal or regulatory policies;
- Restrictions imposed under BitX's internal risk controls or compliance obligations based on information provided by you (e.g., personal identity or wallet data);
- Losses arising from your breach of this Agreement, including, but not limited to, submitting false information or sharing credentials with third parties;
- Any other events outside BitX's reasonable control.

7.6 YOU AGREE TO INDEMNIFY AND HOLD HARMLESS BITX, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ADVISORS FROM AND AGAINST ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH YOUR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY MISREPRESENTATION, UNAUTHORIZED USE OF THE SERVICES, OR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

YOU FURTHER AGREE THAT ANY FORM OF DEFAMATION, FALSE ACCUSATION, MALICIOUS PUBLICATION, OR UNFOUNDED ALLEGATION—WHETHER ORAL OR WRITTEN—DIRECTED AT BITX, ITS SERVICES, OR ITS PERSONNEL, WHICH DAMAGES OR THREATENS TO DAMAGE BITX’S REPUTATION, BRAND, OR GOODWILL, SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT. IN SUCH CASES, BITX RESERVES THE RIGHT TO IMMEDIATELY SUSPEND OR TERMINATE YOUR ACCOUNT AND PURSUE ANY LEGAL REMEDIES AVAILABLE, INCLUDING BUT NOT LIMITED TO SEEKING DAMAGES, INJUNCTIVE RELIEF, AND PUBLIC RETRACTION.

IN NO EVENT SHALL BITX, ITS PARENT COMPANY, SUBSIDIARIES, OR AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR ADVISORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

VIII. MISCELLANEOUS

8.1 Waiver:

No delay or omission in the exercise of any right or power accruing to BitX upon any default by the User shall impair any such right or power, nor shall it be construed as a waiver of any such default or an acquiescence therein. Any waiver by BitX of any breach of any provision of this Agreement shall not be construed as a waiver of any succeeding breach or of any other provision.

8.2 Severability:

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, in whole or in part, such provision shall be enforced to the maximum extent permissible under applicable law to reflect the original intent of the parties, and the remaining provisions of this Agreement shall continue in full force and effect.

8.3 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Seychelles, without giving effect to any conflict of law principles that would result in the application of the laws of any other jurisdiction.

8.4 Replacement of Prior Agreements:

By continuing to access or use the Website or any services provided by BitX, you acknowledge that this Agreement supersedes and replaces all prior or contemporaneous agreements or understandings between you and BitX relating to the subject matter herein.

8.5 Language Version:

In the event of any discrepancy between the English version of this Agreement and any translated version, the English version shall prevail.

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