

## **TERMS OF USE OF WEBSITE AND SERVICES**

THIS AGREEMENT GOVERN YOUR RELATIONSHIP WITH BIZONEX OÜ, A COMPANY REGISTERED IN ACCORDANCE WITH LEGISLATION OF ESTONIA, WITH REGISTRATION NUMBER 14381075 AT HARJU MAAKOND, TALLINN, LASNAMÄE LINNAOSA, NARVA MNT 150, 13619 (HEREINAFTER REFERRED AS "COMPANY") AND USE OF COMPANY'S SERVICES (AS SUCH TERM DEFINED BELOW) AVAILABLE ON BIZONEX.COM ("WEBSITE") AND COMPANY'S DOMAINS INCLUDED WITHIN THIS WEBSITE PROVIDED TO YOU BY THE COMPANY. YOU MAY USE THIS WEBSITE AND/OR THE SERVICES ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE AND SERVICES. USING THIS WEBSITE AND/OR SERVICES INDICATE THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS ("TERMS OF USE"), DO NOT USE THIS WEBSITE AND/OR SERVICES.

BEFORE YOU PUT A CHECKMARK AT THE "I AGREE WITH THE TERMS OF USE AND PRIVACY POLICY" BUTTON AND PRESS "NEXT", PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE "I AGREE WITH THE TERMS OF USE AND PRIVACY POLICY" AND "NEXT" BUTTONS, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THESE TERMS OF USE ARE ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THESE TERMS OF USE, CLICK THE "CANCEL" BUTTON AND YOU WILL NOT BECOME A PARTY TO THESE TERMS OF USE.

### **GENERAL TERMS AND ACCEPTANCE OF THIS AGREEMENT**

1. The Company makes this Website including all information, graphics, documents, text, products and all other elements of the Website and all products and services offered on this Website and services operated through the Website ("Services"), available for your use subject to the terms and conditions set forth in this document and any additional documents available at the Website. By accessing and using this Website, use of any Company's Services available through this Website or clicking a checkmark at the "I agree with the Terms of Use and Privacy Policy" button and pressing "Next" button you agree to be bound by the following Terms of Use and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Website and all such terms shall be deemed accepted by you. If you do NOT agree to all these Terms of Use, you should NOT use this Website and/or its Services.

If you do not agree to any additional specific terms or to particular transactions concluded through this Website, then you should NOT use the part of the Website, which contains such Content or through which such transactions may be concluded and you should not use such Content or conclude such transactions.

2. The Company can block access or restrict certain features of the Website for the User in relation to User's place of residence or citizenship, or due to lack of certain KYC documents.

## **ENTIRE AGREEMENT**

3. These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with the Company for the Services or for any other Company's product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with the Company, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

## **AMENDMENTS**

4. These Terms of Use may be amended by the Company upon notice given by one or more of the following means: through the Website at or after you login to your Account, by the email communication to the address provided by you when you setup your Account, or by written mail communication to the address on record for your Account. Failure to provide or maintain accurate or current contact information by you will not release you from responsibility to comply with these Terms of Use as amended from time to time. Please check the Terms of Use published on this Website regularly to ensure that you are aware of all terms governing your use of this Website. In addition, specific terms and conditions may apply to specific content, products, materials, Services or information contained on or available through this Website (the "Content") or transactions concluded through this Website. Such specific terms may be in addition to these Terms of Use or, where inconsistent with these Terms of Use, only to the extent the content or intent of such specific terms is inconsistent with these Terms of Use, such specific terms will supersede these Terms of Use.

## DEFINITIONS

5. The following definitions and rules of interpretation apply in this Agreement:

<b>«Agreement» or «Terms of Use»</b>	The present Agreement between You (user) and the Company
<b>«Company»</b>	Bizonex OÜ, a company registered in accordance with legislation of Estonia, with registration number 14381075 at Harju maakond, Tallinn, Lasnamäe linnaosa, Narva mnt 150, 13619
<b>«Account»</b>	A set of protected pages created as a result of the User registration on the Website, using which the User can open a virtual wallet, place orders for further execution of deals as well as instruct the Company commissions stipulated by the present Agreement.
<b>«KYC/AML Policy»</b>	Program on prevention of laundering of money derived from criminal activity and financing of terrorism, which constitutes an essential part of the Agreement which text is available at <a href="http://bizonex.com">bizonex.com</a> .
<b>«Cryptocurrency» or «virtual currency»</b>	Digital cryptographic representation of assets, represented by Ethereum (ETH), Bitcoin (BTC) and any other type of cryptocurrency.
<b>«Deal»</b>	An agreement on onerous alienation of rights on cryptocurrency concluded between the Users.
<b>Virtual wallet</b>	A virtual wallet that can be opened in Account in order to exchange virtual currencies.
<b>«Exchange Rate»</b>	Relation between the amount of Funds and the price offered by the User for Deals of exchanging Funds.
<b>«Fees»</b>	Rewards payed to the Company by the parties of deals and the prices for additional services rendered by the Company constantly available at <a href="http://bizonex.com">bizonex.com</a> .
<b>«Fiat currency»</b>	A government-issued currency, that is designated as legal tender in its country of emission on the legislative level.

<b>«Funds»</b>	Cryptocurrency used during the execution of Deals
<b>«Legal tender»</b>	A medium of payment recognized by a legal system to be valid for meeting a financial obligation
<b>«Order»</b>	User's offer to close a Deal on certain conditions.
<b>«Parties»</b>	You (User) and the Company (We).
<b>“Politically exposed person” or “PEP”</b>	<p><b>Foreign PEPs:</b> individuals who are or have been entrusted with prominent public functions by a foreign country, for example Heads of state or Heads of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials.</p> <p><b>Domestic PEPs:</b> individuals who are or have been entrusted domestically with prominent public functions, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials.</p>
<b>«Privacy Policy»</b>	Rules of collection, storage, distribution and protection of personal data that the Company gets from the Users and that is an essential part of the Agreement which text is available at
<b>«Website»</b>	A group of interrelated websites owned and operated by the Company, available in the Internet via address: bizonex.com and special application based on blockchain technology.
<b>«Services»</b>	<ul style="list-style-type: none"> <li>a. Provision of information disclosed by projects and/or companies in area of cryptocurrency business;</li> <li>b. real-time quotation and trading information of various projects and/or companies in area of cryptocurrency business;</li> <li>c. Funds trading management services, provided that the Company is the matchmaker of Deals, not a buyer or seller participating in Deal;</li> <li>d. Customer services;</li> <li>e. Technical and management services ensuring the normal operation of the Company or Website;</li> <li>f. Other services publicly announced by the Company.</li> </ul>

<b>«User»</b>	An individual capable under personal law natural person or business entity formatted in the appropriate legal form according to local legislation that is eligible to use the Website and has accepted the terms and conditions of the present Agreement with the Company. The Company reserves its right to set forth at any time and upon its own discretion special eligibility conditions or other requirements to certain Users.
<b>«User Account Data»</b>	Personal Data necessary to access and use the Website. The list of collected personal data is available in Privacy Policy.
<b>«Withdrawal»</b>	A transaction involving a transfer of Funds from the User's Account.

6. In this Agreement unless the opposite is clear from the context the following rules of interpretation apply.

- a) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- b) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- c) References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule;
- d) A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- e) All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);
- f) The term 'including' does not exclude anything not listed;
- g) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- h) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- i) A reference to writing or written includes fax and e-mail.
- j) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- k) Any words following this Agreement including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following that agreement.

l) Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in this Agreement shall survive any termination or expiration of this Agreement. The rest of terms and definitions that can be found in the text of the Agreement should be interpreted by the Parties according to the legislation of the Estonia and to the general rules of interpretation of such terms accepted in the Internet network.

## **7. RISKS NOTIFICATIONS**

8. The trading of goods and products, real or virtual, as well as virtual currencies involves a significant risk. Prices can and do fluctuate on any given day. Such price fluctuations may increase or decrease the value of your assets at any given moment. Any currency, virtual or not, may be subject to large swings in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling, or trading anything on a market.

9. Cryptocurrency trading also has special risks not generally shared with official currencies, goods, or commodities in a market. Unlike most currencies that are backed by governments, other legal entities, or commodities such as gold or silver, Cryptocurrencies are backed only by technology and trust. There is no central bank that can issue more currency or take corrective measures to protect the value of Cryptocurrencies in a crisis.

10. Instead, Cryptocurrencies are an as-yet autonomous and largely unregulated global platform of currency firms and individuals. Traders put their trust in a digital, decentralised, and partially anonymous platform that relies on peer-to-peer networking and cryptography to maintain its integrity.

11. The trading of Cryptocurrencies is often susceptible to irrational (or rational) bubbles or loss of confidence, which could collapse demand relative to supply. For example, confidence might collapse in Cryptocurrencies because of unexpected changes imposed by software developers or others, a government crackdown, the creation of superior competing alternative currencies, or a deflationary or inflationary spiral. Confidence might also collapse because of technical problems: if the anonymity of the Website is compromised, if money is lost or stolen, or if hackers or governments are able to prevent any transactions from settling.

12. Cryptocurrency are unlike bank accounts or accounts at some other financial institutions are entirely uninsured.

13. User acknowledges that there are risks associated with using of the Website, making Deals including, but not limited to, the failure of hardware, software, and Internet connections. User acknowledge that Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the the Website, or making Deals howsoever caused.

14. Funds may be held by the User in his digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private keys associated with such the User`s digital wallet or vault storing the Funds will result in loss of such Funds, access to User`s Cryptocurrency balance, and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private keys, including by gaining access to login credentials of a hosted wallet or vault service the User uses, may be able to misappropriate the Funds of the User.

15. Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and different Cryptocurrencies could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of any Cryptocurrency, which could impede or limit their existence, permissibility of their use and possession, and their value.

16. The tax characterization of the Cryptocurrencies is uncertain. The User shall seek his own tax advice regarding the Deals, which may result in adverse tax consequences for the User, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes, and similar taxes, levies, duties or other charges and tax reporting requirements.

17. There may be additional risks that we have not foreseen or identified in our Terms of Use.

18. You should carefully assess whether your financial situation and tolerance for risk are suitable for buying, selling, or trading Cryptocurrency.

19. Our banking providers DO NOT transfer, exchange, or provide any services in connection with cryptocurrencies.

## **ELIGIBLE USERS**

20. The following restrictions and conditions apply to the use of services and creating and maintaining the Account (as such term defined below):

- a. You shall not create an account in connection with the Website and/or Services (an "Account"), or access Services if you are under the age of majority to enter into this Agreement (at least 18 years of age) and meet all other eligibility criteria and residency requirements and fully able and legally capable to use the Website;
- b. You shall use the Website and/or Services if you are a PEP or any member of a PEP`s family or any close associate of a PEP, unless the Company, after being specifically notified in writing that the User is such a person, conducts further due diligence, and determines that You are eligible for use of the Website and/or Services;
- c. You shall monitor your Account to restrict use by minors, and you shall deny access to children and teenagers under the age of 18. You accept full responsibility for any

- unauthorized use of Website by minors in connection with your Account. You are solely responsible for any use of your cryptocurrency wallet or other payment instrument by minors;
- d. You shall not create an Account if you have already created one Account on the Website;
  - e. You shall not have an Account or use Services if you have previously been removed by the Company from the Website;
  - f. You shall not use Website if you are citizen or resident of: Afghanistan, Algeria, Bangladesh, Bolivia, Botswana, Bosnia & Herzegovina, Burundi, Cambodia, Central African Republic, Colombia, Cote d'Ivoire, Democratic Republic of Congo, Dominican Republic, Egypt, Ethiopia, Ghana, Guinea, Indonesia, Iran, Iraq, Kuwait, Lebanon, Lesotho, Liberia, Libya, Malaysia, Mali, Morocco, Nepal, New Zealand, North Korea, Oman, Qatar, Pakistan, People's Republic of China, Serbia, Sierra Leone, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Taiwan, Trinidad & Tobago, Tunisia, Venezuela, Vietnam, United States of America, Puerto Rico, US Virgin Islands and other US Dependent Territories, Yemen, Zimbabwe and countries or territories or individuals under the sanctions of the United Nations or the European Union (the list is available at: [https://eeas.europa.eu/Websites/eeas/files/restrictive\\_measures-2017-08-04.pdf](https://eeas.europa.eu/Websites/eeas/files/restrictive_measures-2017-08-04.pdf)) or countries where cryptocurrency is prohibited;
  - g. You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim and spam) to any other user or third party;
  - h. You shall not use your Account to engage in any illegal conduct including but not limited to activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. The User represents and warrants that he/she will not use the Website to assist any other party in such illegal activity; and you shall not use your Account to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Website's or the platforms underlying code or technical mechanisms; cause damage to the Website or the Company through any means, including (but not limited to) through the use of malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Website.
  - i. You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without the Company's written permission;



- j. You shall not access or use an Account that have been sublicensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without Company's consent.
- k. Notwithstanding the foregoing, the Company may refuse to provide Website or Services to any person for any reason or no reason whatsoever.

## **USER ACCOUNT**

21. The use of the Website may require You to create an Account ("Account") on the Website via bizonex.com. You warrant and represent that all information provided when creating such Account is current, complete, and accurate. You agree to promptly notify the Company of any changes to any information that would cause the information provided upon the Account's creation to no longer be current, complete or accurate.

22. By creating an account on Website, User is permitted to open a non-interest bearing multi-cryptocurrency wallet which is content of permitted cryptocurrencies. However, the Company may restrict Account to some particular virtual currencies.

23. The Company opens virtual currency wallets in the Account for exchange of cryptocurrency after completion of «Know your User» identification procedure under the rules applicable in KYC/AML Policy.

24. The Company considers the application for opening a virtual wallet and supporting documents and information, and make a decision within a time frame that the Company at its absolute decision sets forth in every particular case.

25. The Company may reject opening a virtual wallet for User's Account. The Company shall not be obliged to provide reasons for the rejection. The Company informs a prospective User that its application for virtual wallet opening was rejected.

26. The Company may close a dormant Account at any time with or without notifying User in case if there was no possible mean to contact User.

## **ACCOUNT CLOSING**

27. Unless stated otherwise by the applicable law, either the Company or User may initiate the closing of Account at any time, without explaining reasons for it.

28. Account shall be closed within 5 (five) business days following the receipt of a respective User's notification. In case the Company have allegations that User's account is involved in suspicious transactions, Account shall be closed within 2 (two) calendar days. Account shall not be closed in case Account is needed for the execution of other transactions concluded with User or Account's balance is negative until the transactions shall be completed.

29. Notwithstanding the closure of Account, User's obligations under this Agreement will continue and all outstanding balances on Account will become payable at once. If Account is closed by the Company and if User still owes any money to the Company, Agreement shall continue to apply to User until the Company has received and acknowledged receipt of all monies due and payable to the Company.

30. In case Account is being closed by the Company or User has not stated any other account where the balance is to be transferred, the Company shall keep the balance without any interest being accrued on the same and subject to fees for keeping the balance. The balance shall be paid out at User's request pursuant to Agreement and applicable fees. Before paying out the remaining balance, the Company shall identify User.

31. The Company is entitled to close Account unilaterally in the following cases:

- a) User has failed to comply with Terms of Use and/or fulfil its obligations before the Company;
- b) User has submitted incorrect and/or false and/or misleading information/documents to the Company;
- c) User has not accessed Account or executed any transactions for more than 6 continuous months or for other period of time determined by the Company at its absolute discretion and Account balance is zero or negative;
- d) Signatory right of User's representative has expired;
- e) The Company receives information of User's negative reputation or User shows disrespect to the Company.
- f) The Company suspects that User or funds available on Account are related to the laundering of funds derived from criminal activities or terrorism, or funds available on Account are unlawful or operations are made in benefit of PEP.
- g) Once Account is closed for any reason, all electronic services linked to Account will also be terminated automatically.

## **TERMS OF SALE OF CRYPTOCURRENCIES**

32. All prices reflect the exchange rates applicable to the purchase or sale of cryptocurrencies using the Legal Tender or alternative form of cryptocurrencies identified in your purchase order. We reserve the right to discontinue the sale and purchase of cryptocurrencies without notice.

33. Prior to completing your purchase or sale order, we will provide notice of the amount of cryptocurrencies you intend to purchase or sell and the amount of Fee you will be required to pay to the Company to receive such cryptocurrencies or Legal Tender. You agree to comply with any terms and conditions provided within such notice to complete your purchase transaction.

34. In the event of an error, whether via our services, in a purchase order confirmation, in processing your purchase, or otherwise, we reserve the right to correct such error and revise your purchase transaction accordingly (including charging the correct price) or to cancel the purchase and refund any amount received. Your sole remedy in the event of an error is to cancel your purchase order and obtain a refund of any amount charged.

35. Only valid payment methods specified by us may be used to place orders. By placing an order to purchase or sale cryptocurrencies, you represent and warrant that

(a) you are authorized to use the designated payment method and

(b) you authorize us, or our payment processor, to charge your designated payment method.

(c) you agree with amount of Fee that will be deducted after the deal is completed.

If the payment method you designate cannot be verified, is invalid or is otherwise not acceptable, your purchase order may be suspended or cancelled automatically. You agree to resolve any problems we encounter in order to proceed with your purchase order.

## **EXCHANGE ORDERS AND TRADE DEALS**

36. To conduct trade transaction the User submits an application for it via the form provided by the Website interface or via the use of API with a secret key and digital signature. In his application, the User stipulates the desired rate and amount of the future transaction. If all the data are correct corresponding order are created and registered on the Website. The Website automatically conduct search for the counterbid (order) that meets the conditions set by the User.

37. If the counterbid is found the transaction is fulfilled. If the counterbid is not found User's application for exchange remains active until the counterbid meeting the conditions occurs. If the counterbid provides more profitable conditions for exchange the transaction is fulfilled at the price that is more profitable for the User. Unused funds are repaid to the User.

38. Uncompleted or partially completed orders can be canceled by the User via the corresponding section in Website or via API at any time. Completed orders cannot be canceled. The Company keeps the commission from any Deal in accordance with fees specified in section Fees and Billing of this Terms and "Fee Schedule" available at the Website.

39. Due to high volatility of cryptocurrencies, prices displayed on the Website may vary from the actual prices on the moment of Order/Transaction placement.

## **FEES AND BILLING**

40. You agree to pay the Company the fees for trades completed via our Website ("Fees") as made available via the "Fee Schedule", which we may change from time to time. Changes to

the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule to the Services and will apply prospectively to any trades that take place following the effective date of such revised Fee Schedule.

41. You authorize us, or our designated payment processor, to charge or deduct your User Account Funds for any applicable Fees owed in connection with trades you complete via the Website.

## **UNCLAIMED PROPERTY**

42. If for any reason the Company is holding Funds in your Account on your behalf, and the Company is unable to return your Funds to your designated External Account after a period of inactivity equal to 24 (twenty four) continuous months, then the Company may report and remit such Funds in accordance with applicable state unclaimed property laws.

## **WITHDRAWALS**

43. The transfer of withdrawal is permitted only after completion of identification procedure (KYC) and performed under the following conditions:

- a. After expiration of 7 (seven) calendar days hold period for withdrawals of the amount of cryptocurrency less than an equivalent to \$ 15 000 Euro.
- b. After expiration of 14 (fourteen) calendar days hold period for withdrawals of the amount of cryptocurrency exceeding an equivalent to \$ 15 000 Euro.

44. Irrespective of the nature and form of any withdrawal request, whether initiated by you or otherwise, the Company reserves the right to process and send withdrawals using any one or more virtual currencies. In the course of processing and sending any withdrawals in one or more cryptocurrency, the Company may be required to share your personal data with other contractual third parties. You hereby irrevocably grant full permission and authority for the Company to share this information with such contractual third parties and release the Company from any liability, error, mistake, or negligence related thereto.

45. The User warrants that he/she/it will withdraw the Funds to his controlled accounts. The Company is not liable for the consequences of such Withdrawals.

## **DISCLAIMERS OF WARRANTIES**

46. The Company is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades deals or other decisions or activities effected by you using the Website or Services. No communication or information

provided to you by the Company is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. All trades are executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation. The Company does not recommend that any Virtual currency should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Virtual Currency, you should conduct your own due diligence and consult your financial advisors before making any investment decision. The Company will not be held responsible for the decisions you make to buy, sell, or hold Virtual Currency based on the information provided by the Company.

47. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY US, OUR WEBSITE AND/OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO OUR WEBSITE AND/OR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

48. YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH THE WEBSITE MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING 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. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH THE WEBSITE.

49. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumer, so some or all of the disclaimers in this section may not apply to certain users.

## **LIMITATION OF LIABILITY**

50. EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL THE COMPANY, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS

OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE COMPANY MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM THE COMPANY, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO COMPANY'S RECORDS, PROGRAMS OR SERVICES.

51. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to Certain users.

52. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY (INCLUDING OUR DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE THE WEBSITE EXCEED THE FEES PAID BY YOU TO THE COMPANY DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

53. The Company is not responsible for any damages caused by delay or failure to perform its obligations under the Agreement in case if the said delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; any and all acts that are regarded as Force Majeure in legal practice.

## **LIMITED RIGHT OF USE**

54. Any use of the Website in violation of these Terms of Use is strictly prohibited and can result in the immediate termination of the Website and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE WEBSITE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY COMPANY'S DIGITAL PRODUCT SUCH THE WEBSITE IS A VIOLATION OF COMPANY'S POLICY AND MAY BE A VIOLATION OF APPLICABLE LAWS.

55. You agree that you will not, under any circumstances:

- a) Engage in any act that the Company deems in its reasonable discretion to be in conflict with the spirit or intent of the Website, including but not limited to circumventing or manipulating these Terms of Use, our service rules, token sale rules or any other policies;
- b) Make improper use of the Company's Services, including, without limitation, by submitting false personal information or using profane and abusive language in your communications with our personnel; or
- c) Use the Website, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation or in violation of rights of third parties;
- d) Use exploits, automation software or any unauthorized third party software designed to modify or interfere with the Website;
- e) Use the Website in order to design or assist in the design of exploits, automation software or any other unauthorized third party software designed to modify or interfere with the Website;
- f) Disrupt, overburden, or assist in the disruption or overburdening of any computer or server used to offer or support the Website (each a "Server");
- g) Organize, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks, mining attacks upon the Website, or other attempts to disrupt the Website; or
- h) Attempt to gain unauthorized access to the Website, Accounts registered to others or to the computers, Servers, or networks connected to the Website by any means other than the user interface provided by the Company, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Website;
- i) Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
- j) Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
- k) Make available through the Website any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Company's employee;
- l) Interfere or attempt to interfere with the proper functioning of the Website or connect to or use the Website in any way not expressly permitted by these Terms of Use;
- m) Use, facilitate, create, or maintain any unauthorized connection to the Website, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Website; or (2) any connection using programs, tools, or software not expressly approved by the Company;

- n) Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Website, or to obtain any information from the Website using any method not expressly permitted by the Company; or
- o) Copy, modify or distribute rights or content from the Website, or Company's copyrights or trademarks or use any method to copy or distribute the content of the Website except as specifically allowed in these Terms of Use;
- p) Solicit or attempt to solicit personal information from other users of the Website;
- q) Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Website; or
- r) Upload or transmit or attempt to upload or transmit, without Company's express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").
- s) Publicly disseminate information about the types and methods of violations of these Terms of Use and Privacy Policy, as well as publicly call for violation of these Terms of Use and Privacy Policy.
- t) Publicly disseminate information (correspondence in whole or in part) obtained as a result of communication with the technical support team.
- u) Register and use to access to the Website or Services more than one account. In case if there are reasonable grounds to believe that you have registered or are using more than one Account, the Company has the right to restrict, suspend, terminate, modify or delete any and all accounts associated with you.
- v) Use IP proxying or other methods to disguise the region (country) of your current location to circumvent geographical restrictions to order any Services or for any other purposes.

## **LINKING TO THE WEBSITE**

56. Linking to the Website is permitted provided that you comply with these rules. You may link to the home page of the Website or to any other page of this Website. However, you are not allowed to use in-line linking or framing. You must not imply that the Company endorses or sponsors the linker of its Website, products or Services. You must not use Company's intellectual property including but not limited to trademarks, trade name, copyright without permission from the Company. Furthermore, you agree to remove the link at any time upon our request.



## **THIRD PARTY MATERIALS**

57. In order to use this Website and/or Services, you may need to obtain and/or use certain third-party products (i.e. Device), services and/or materials (“Third Party Materials”). Third Party Materials are (i) not licensed hereunder; (ii) not under Company’s control or license; and (iii) subject to the applicable licenses and respective terms and conditions of such third parties which you need to enter into prior or subsequent to the installation and/or use of the Third Party Materials and prior to the effective use of this Website and/or Services. Notwithstanding any provision to the contrary herein, nothing in these Terms of Use shall be construed as to grant You any rights or licenses with regard to such Third Party Materials or to entitle You to use such Third Party Materials.

## **INTELLECTUAL PROPERTY**

58. You hereby expressly agree that all rights, title, and interest in and to all intellectual property rights, including, without limitation, patents, copyright, trademark, trade secrets and all other related proprietary rights in this Website are vested in the Company and/or its licensors and the Company and/or its licensors are the sole and exclusive owners thereof. All rights in the Website not expressly granted herein are reserved. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Website, its products or Services except as expressly authorized herein. Except as otherwise provided, the Content published on this Website may be reproduced or distributed in unmodified form for personal non-commercial use only. Any other use of the Content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of the Company is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions.

59. The Company hereby disclaims any rights to trademarks, service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective owners. Third Party Material are the properties of their respective owners. The Company disclaims any proprietary interests in the intellectual property rights other than its own.

## **NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

60. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Company the written information specified below:

- 60.1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
  - 60.2. A description of the copyrighted work that you claim has been infringed upon;
  - 60.3. A description of where the material that you claim is infringing is located on the Website;
  - 60.4. Your address, telephone number, and e-mail address;
  - 60.5. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
  - 60.6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
61. Please note that this procedure is exclusively for notifying the Company and its affiliates that your copyrighted material has been infringed.

## **APPLICABLE LAW AND DISPUTE RESOLUTION**

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

62. This Agreement shall be governed, construed, and enforced in accordance with the law of Estonia.
63. The Parties will tend to solve all disputes, differences and claims that can arise out of the execution, termination or cancellation of the Agreement by means of negotiations. The Party that has some claims should send a notification to the other Party describing the arisen claims and/or differences. In case of no agreement during negotiations, the Party shall send a claim to the other Party. The party receiving the claim is obliged to respond in writing to it within 10 (ten) days from the date of receipt.
64. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Riga International Commercial Arbitration Court in Riga on the basis of written documents (written procedure).
65. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English.

## **INDEMNIFICATION**

66. You hereby agree to indemnify and hold harmless the Company, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or

liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of these Terms of Use, including without limitation infringement by user materials of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy.

## **ASSIGNMENT**

67. The Company may assign, transfer or delegate these Terms of Use or the fulfillment of any of its obligations pursuant to these Terms of Use and/or Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign, transfer or delegate any rights or obligations under the Terms of Use or Privacy Policy without Company's prior written consent, which may be withheld in its sole discretion, and any unauthorized assignment and delegation by you is void and ineffective.

## **SEVERABILITY**

68. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Agreement, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions of the Agreement without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

## **NOTICES**

69. Any notice or other communication under this Agreement shall be in writing and shall be considered given and received when sent by email. The Users official email for communication

shall be deemed the email specified by the User during the creation of Account. The language of the communication shall be English.

## **PRIVACY POLICY AND PERSONAL INFORMATION**

70. The Company has developed a Privacy Policy that governs the use and protection of User's private information according to the applicable laws and good practices. The full text of the Privacy Policy is made available on the Website and can be accessed at: [bizonex.com](http://bizonex.com).

71. Despite all the security measures implemented by the Company, the User acknowledges that there are certain risks of the Company being attacked by electronic means in order to obtain the private information and that the Company cannot guarantee full protection.

## **TERM AND TERMINATION**

72. The term of this Terms of Use ("Term") shall begin when you start using this Website and/or Services and shall continue in perpetuity unless otherwise terminated by the Company by written notice. The Company expressly reserves the right to change, suspend or discontinue all the Website or portion thereof, at any time, and may terminate your use of the Website at any time. Without prejudice to any other rights, these Terms of Use will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of these Terms of Use, you must immediately cease using the Website including without limitation any use of Company's trademarks, trade names, copyrights and other intellectual property.

73. WITHOUT LIMITING ANY OTHER REMEDIES, THE COMPANY MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE WEBSITE OR PORTIONS THEREOF IF YOU ARE, OR THE COMPANY REASONABLY SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THIS TERMS OF USE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE WEBSITE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE ACCESS TO YOUR ACCOUNT AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS ASSOCIATED WITH YOUR USE OF THE WEBSITE, AND THE COMPANY IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

74. WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE WEBSITE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR WEBSITE, AND ITS CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE WEBSITE IF WE BELIEVE THAT THEY ARE CREATING

RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

75. The Company reserves the right to stop offering and/or supporting the Website or part of the Website at any time either permanently or temporarily, at which point your license to use the Website or a part thereof will be automatically terminated or suspended.

76. Termination of your Account can include disabling your access to the Website or any part thereof including any content you submitted or others submitted.

77. UPON TERMINATION OF THIS AGREEMENT YOU WILL NO LONGER BE AUTHORIZED TO USE THE WEBSITE IN ANY WAY.