

## Bitdenex Exchange: Terms of Service

Bitdenex Europe is operated by Bitdenex B.V.- license no. R179357, which is registered, authorized, and regulated as a provider of crypto services by the Dutch Central bank, De Nederlandsche Bank N.V. (“DNB”). DNB oversees Bitdenex B.V. of the Money Laundering and Terrorist Financing Prevention Act and the Sanctions Act 1977. Bitdenex B.V. is not subject to prudential supervision by DNB or supervised by the AFM. This means that there is no supervision on financial requirements of business risks and there are no specific financial consumer protection.

The following terms and conditions of service (the “Terms”) constitute an agreement (“User Agreement”) between you and Bitdenex B.V., a company incorporated in the Netherlands, and apply to your use of Bitdenex Exchange (“Bitdenex,” “we,” or “us”), as a user (“User,” “you” or “your”) to buy, sell, exchange, hold, or otherwise transact in Digital Assets (as defined below), use the Bitdenex Application Programming Interface (“API”), or use any other services offered through the Bitdenex website (bitdenex.com) (the “Site”) (together, the “Services”). By registering for an Bitdenex Account (“Account”) or using the Services, you agree that you have read, understood, and accept these Terms as well as our Privacy Policy and Security Policy, and you acknowledge and agree that you will be bound by such terms and policies.

Bitdenex is entitled to issue new versions and thereby amend any of the applicable Legal documents including the Terms of Service, Privacy Policy, Fraud prevention policy & Wwft, Know Your Customer policy, Location Restriction and the Referral Program Terms and Conditions.

Our Services are not offered to entities or persons who have their registered office or place of residence in the United States of America or any Restricted Territory.

As used throughout these Terms, “Digital Assets” means bitcoin, ethereum or any other digital asset, Digital Asset, virtual currency, or token that are available to transact in using the Exchange and “fiat currency” means any government issued national currency. Before beginning to use the Exchange or any other products or services offered by Bitdenex, you should ensure you have reviewed the fee schedule.

These Terms governs how they may be changed over time. If after reading these Terms in their entirety you are still unsure of anything or you have any questions, please feel free to contact us.

### **Identity of the company:**

Bitdenex B.V. (a limited liability company)

Office address: (only with appointment)

Markerkant 13-72

1314AN ALMERE, The Netherlands

### **Accessibility:**

Monday to Friday from 09:30 am to 18:30 pm

E-mail address: [support@bitdenex.com](mailto:support@bitdenex.com)

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## Article 1 – General provisions

1. Bitdenex does its utmost best to make all services work at its best but does not guarantee the services will be error free.
2. The trading platform will be operational 24 hours a day, 7 days a week, except maintenance but we can't guarantee to be fully operational at any time.
3. Bitdenex can't be held responsible for any price fluctuations. Price fluctuations are fully dependent on supply and demand on the trading platform.
4. Bitdenex and her employee will not make any statements about expected prices of any Digital Asset. Possible statements of any employee regarding prices of Digital Assets will be based on a personal opinion, which no rights can be derived on. If there are any uncertainties, please contact the customer service department.
5. Bitdenex acknowledged that you are familiar with the basic knowledge and functioning of Digital Asset. You also acknowledge to be aware of the risks associate with Digital Asset and to take the necessary steps. Please, consult an or your advisor in case of doubt about trading in Digital Asset.
6. It is strictly forbidden to use the trading platform for illegal activities such as money laundering, tax evasion and trading in illegitimately obtained Digital Assets.
7. Bitdenex is not responsible, in any way, shape, or form, for any damage and using the trading platform caused by non-compliance of the terms and conditions by its users.
8. Bitdenex provides support on customer service exclusively in Dutch and English language.
9. Any damage caused in any way, shape, or form in case of force majeure, can't be held liable on Bitdenex.

## Article 2 – Bitdenex Account

1. When registering your Account, you must provide current, complete, and accurate information for all required elements on the registration page, including your full legal name. You are the only person authorized to use your Account and you may not share your Account credentials with any other person. You also agree to provide us, when registering an Account and on an ongoing basis, with any additional information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime, including without limitation a copy of your government issued photo ID or evidence of residency such as a lease or utility bill. You permit us to keep a record of such information and authorize us to make any inquiries, directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.
2. In certain circumstances, we may require you to submit additional information about yourself, your business, or your transactions, provide records, and complete other verification steps (such process, "Enhanced Due Diligence"). You represent and warrant that any and all information provided to us pursuant to these Terms or otherwise is true, accurate and not misleading in any respect. If any such information changes, it is your obligation to update such information as soon as possible. Failure to provide such information in a timely fashion may result in the suspension of your ability to use the Services (until you provide such information) or the closure of your Account.
3. We reserve the right to maintain your account registration information after you close your Account for business and regulatory compliance purposes, subject to applicable law and regulation.
4. The Bitdenex Accounts are restricted to individuals, non-professional, non-legal entity.
5. If you are a citizens of the European Union, you can open an Bitdenex trading Account. The trading platform is restricted to European citizens.

6. You as user of the platform is responsible for complying with any laws concerning Digital Asset and is expected to be aware of the legal status of Digital Asset. We are not obligated to provide information concerning the legal status of Digital Asset and therefore can't be held liable if you violates any laws or regulations. Of course, as a customer service, we will provide you with important changes and rules wherever possible by using commercial reasonable efforts.
7. Bitdenex is therefore not responsible if you violate local laws and regulations.
8. You cannot transfer your Account to another natural person or legal entity without the written permission of Bitdenex.
9. It is not allowed to own more than one Account per natural or legal person. If you want to open an Account as a legal entity, please contact the customer service.
10. You are required to have the minimum age of 18 years old and to be fully capable of independent (financial) decision making.
11. You are responsible for submitting the correct Account data. Upon detection of the discovery of incorrect data, we are entitled to suspend the Account and freeze funds.
12. The verification process consists of a number of mandatory components including uploading certain documentation. You must provide valid documents upon verification.
13. You are responsible for keeping your Account data up to date by reporting any changes to Bitdenex. You will be held liable for any damage caused by submitting incorrect or insufficient data and by not reporting changes or not reporting them by time. Every change will take a 2-3 business day for processing the changes.
14. If you don't report important verification data or late with reporting this data, we can temporarily suspend your Account and freeze all funds.
15. The agreement between you and Bitdenex is for an indefinite period. Both parties are entitled to terminate the user agreement. Options will be offered to transfer funds to other addresses.
16. You can cancel or close your Account at any time. Follow the instructions on our website to close your Account or contact the customer service.
17. In case of suspected or the established use of an Account that is in violation of the terms and conditions, Bitdenex has the right to block or terminate the Account. No compensation will be paid and Bitdenex may impose conditions on returning any outstanding funds.
18. Strong requirements and conditions may be imposed on repayment or transfer of funds. These requirements and conditions depend on the situation.
19. Bitdenex reserves the right, without reason, to disclose persons and / or legal persons access to our trading platform.
20. Bitdenex reserves the right, upon sole discretion, to refuse Accounts without reason and to not further process the verification.

### Article 3 – Orders and Transactions

1. A market order cannot be changed into a limit order or vice versa.
2. A market order is processed directly and cannot be withdrawn after it is placed. It cannot be retracted after the order has been sent. If you want to be sure of the price you want to trade, you must place a limit order.
3. You must be aware of the risk that a market order may differ significantly from the shown estimation and is fully at the risk of the user. You are aware of the volatility of Digital Asset and also bear the risk of the price difference. Different market orders cannot be undone and the difference, both positive and negative, will be taken into Account
4. Bitdenex cannot guarantee that there is always sufficient demand or supply to process / fulfil all market orders or limit orders.
5. Bitdenex cannot give an indication of when and if a limit order will be processed. There is no guarantee for the full or partial processing of a limit order. In this case we are dependent on supply and demand.

You are not guaranteed and we cannot provide warranty for the fulfilment of a market order or limit order.

6. It is possible to cancel a limit order until the order is processed and to place a new order. In all other cases, it is not possible to cancel or change an order.
7. Bitdenex processes transactions in a chronological order, based on the time of submission of the orders, unless you place a large order in consultation with Bitdenex customer service. The most favourable price will be searched for every order, based on the supply and demand at that time.
8. Bitdenex is not responsible for any wrong trades done by you. As a customer, you are responsible for the correct data entry.
9. Bitdenex may decide to cancel outstanding orders in case of long-term maintenance. After cancellation, you must place an order again.
10. Bitdenex reserves the right to correct errors on the website and in its trading platform, even if it has positive or negative consequences for both parties.
11. Both Bitdenex and you have no right and means to change or cancel a completed order.
12. Bitdenex can charge 0.05% on each trade for administration cost.

#### Article 4 – Deposits, Withdrawals and Payments

1. There are limits for withdrawals and deposits. These limits are displayed on the Bitdenex website and the trading platform.
2. Bitdenex reserves the right to change these limits at any time upon sole discretion. Changes will be communicated on time via custom channels.
3. Your successful iDEAL deposit will be added to the balance of the user immediately after the payment is confirmed, provided that the Account number used with the iDEAL payment is verified and no limits are exceeded.
4. A deposit of Digital Asset will be credited as soon as possible to your Bitdenex-Account. We depend on the digital currency network. For example; A Bitcoin deposit requires at least three network confirmations. It may take a while for your deposit to appear on your Bitdenex-Account. Bitdenex is not responsible for processing proper network confirmations.
5. SEPA deposits are accepted only in Euros. As soon as other options are available, they will be communicated via the usual channels. If a different currency is used, all conversion fees will be passed on to you.
6. Bitdenex strives to process withdrawals and deposits in euros within one business day, but not later than five business days, except in cases of force majeure.
7. Bitdenex is not responsible for any problems with payments due to a malfunction or other problems with your bank. In many cases, a pay-out can no longer be cancelled. If a payment has been processed to the data provided, Bitdenex is no longer responsible for further processing by a third party.
8. Bitdenex has no influence on the processing speed of SEPA transfers.
9. It is your own responsibility to provide the correct bank details. Bitdenex is not responsible for incorrect and incorrectly entered data.
10. There will be a charge if a SEPA deposit cannot be credited due to an incorrect description, a different Account number, or in case a SEPA cancellation order is refused by your bank.
11. You agree and warrants that all (current and future) Digital Assets or Funds in the Account are not the direct or indirect proceeds of any criminal or fraudulent activity. User is not allowed to receive Digital Assets or Funds in the Account from any third parties without proper verification by Bitdenex and can be rejected upon sole discretion of Bitdenex. Bitdenex always reserves the right to investigate the source of any Digital Asset or Funds in the Account and take appropriate measures with a view to mitigate potential integrity risks. You are obliged to provide any required information or documentation if Bitdenex ask for to do its investigation based on applicable Dutch Law. Depending on the outcome of this investigation, Bitdenex reserves the right to freeze the Digital Asset or Funds.

12. You acknowledges and agrees that you will check all deposits or withdrawals thoroughly before giving any deposit or withdrawal instruction. Once an instruction is provided, deposits or withdrawals can be made final by Bitdenex at any moment and such deposits or withdrawals may not be cancelled and are irreversible. Any mistakes in submitted deposits or withdrawals are your sole responsibility.
13. In the case of suspension, fraud or misuse, Bitdenex maintains the right to suspend deposits and withdrawals until the legitimacy has been verified.
14. You acknowledges and agrees that Bitdenex may use a so called 'cooldown period' for deposits due to which the withdrawal of Digital Assets or your Funds can be delayed.
15. You are not entitled to receive airdrops, staking rewards, off-chain staking rewards or any other compensation for the stored Digital Asset, except if other information is given in this User Agreement or on the Website.
16. You acknowledges and agrees that only Digital Asset can be deposited which are listed on the Bitdenex platform, and this may change from time to time. Under no circumstances you should attempt to deposit Digital Asset or receive Digital Asset in any form (e.g. side chains or forked protocols) that Bitdenex does not support, as these Digital Assets might be lost in such case).
17. You acknowledges and agrees that Bitdenex may, for security purposes, store Digital Asset offline, due to which the withdrawal of Digital Asset can be delayed.

## Article 5 – Verification

1. It is not allowed and also not possible to use the trading platform anonymously. We want to know at all times who uses our services to help you better. You must proceed through the verification process to use the trading platform.
2. Your submitted information will be retained until one year after your Bitdenex-Account is closed or longer if required by law. As long as you use our services, we need to keep your information. You are responsible for uploading valid documentation.
3. Bitdenex reserves the right to request additional documentation without giving a reason when your identity has not been verified sufficiently.
4. If your Bitdenex-Account has not yet been verified, you have limited access to the trading platform and other services. You cannot deposit and withdraw Digital Assets in this case.
5. Bitdenex reserves the right to change the verification process if the laws and regulations required and for the protection of our business.
6. If, after repeated requests, you do not meet the additional requirements or do not provide requested documentation, Bitdenex may decide to block or close your Bitdenex-Account.

## Article 6 – Trade

Below are some terms that you explicitly agree to if you trade your Digital Asset through the Bitdenex trading platform.

1. You trade Digital Asset in the form of a proprietary right without representing fixed values. The value of the Digital Asset is determined by Bitdenex and by submitting a purchase transaction, you agree with the value determined by Bitdenex.
2. The value of your purchased or received Digital Asset can fluctuate strongly. Bitdenex offers no guarantee of the value of your Digital Asset. You are aware of the risks that may arise in trading in Digital Asset as volatility is very high. There is also no guarantee for retaining value for the future.
3. Bitdenex is not responsible for any late transaction caused by the network. Of course you can count on cooperation and you are entitled to support Bitdenex as far as possible.
4. You agree to the fact that completed payments and transactions as well as receiving and sending Digital Asset cannot be undone. The risks are for your own if you place or enter an incorrect transaction. Entering the correct data such as Bitcoin, Ethereum and Litecoin addresses and the quantities is your own responsibility. Bitdenex is not responsible for your mistakes.

5. Bitdenex reserves the right at any time to block suspicious transactions and to conduct an investigation. This also applies to suspected fraud and abuse. The costs incurred for such research may be charged to you. Depending on the outcome of the investigation, the transaction will be executed or denied with further notice.
6. You agree that Digital Asset such as Bitcoins, Ethereum, Litecoins and other currency cannot be returned. You can always use the exchange function and exchange your digital coins for another available currency.
7. Bitdenex does not provide an invoice because we assume you are a private trader. If you are not a private individual, you can request an invoice through our existing contact points. Tax deduction is not possible.
8. You explicitly acknowledge that you are 18 years of age or older. When verifying your Bitdenex-Account, you must provide a valid ID-card showing that you are 18 years of age or older.
9. You are responsible for the safe storage of your Digital Assets. We will protect your Digital Assets that you hold at Bitdenex. Our advice is only informative and does not provide any guarantees.
10. Bitdenex is not responsible in case of force majeure, bankruptcy, unforeseen circumstances or other unusual circumstances, your payment / purchase or sale could not be processed in good time. In such cases, we may decide to cancel your purchase, sale, payment or deposit. In this case, the situation will be the best solution for both parties.
11. You send your Bitcoins, Ethereum, Litecoins and other coins to us given addresses. We can only make payments once all Bitcoins, Ethereum, Litecoins and other coins have been received and the transaction (s) is / are confirmed by the network.
12. If you are using Bitcoins and other coins through the trading platform, you hereby indicate that you are familiar with the business and know exactly what the risks are. Some of the risks you agree with are, for example, that you know that the price may fluctuate considerably and that you can lead to losses for which you are responsible.
13. Providing the correct data (bitcoin address or addresses of other digital coins and payment data) is your responsibility. Any damage caused by providing incorrect data cannot be collected on Bitdenex. Bitdenex is not responsible and able to check your entered data for accuracy. If your information does not match the information you provided during the Bitdenex Account verification, we will be required to block and cancel that transaction.
14. You declare that there is no deduction from the offered Bitcoins, Ethereum, Litecoins and other coins. You also acknowledge the consequences of providing incorrect information.
15. You declare that the offered Bitcoins, Ethereum, Litecoins and other coins have been legitimately obtained and you do not know of a possible illegal character of the origin. In some cases, the origin of the digital coins is checked and may be requested for additional information. Bitdenex is entitled to suspend a transaction temporarily until the legitimacy is established. If the legitimacy cannot be shown, the money will be refunded.
16. Bitdenex regularly monitors customers with many and / or major transactions and may request additional information. Bitdenex has the right to temporarily suspend a transaction.

## Article 7 – Security

1. You are responsible at all times for the safe use of your Bitdenex Account in a safe environment. Bitdenex is not responsible for any damage caused by your own fault.
2. You must keep your password and two-factor authentication data good and carefully. You must provide a way to keep your data secret.
3. Bitdenex will never ask for your login information or your two-factor authentication data. In case of doubt, always contact our customer service.
4. You may not respond to requests to halt your data without after checking through other sources.

5. You are not entitled to damages if your money and funds are alienated by your own fault or liability. Bitdenex is not responsible for your mistakes.

## Article 8 – Risks and Compliance

1. Bitdenex B.V. is registered with De Nederlandsche Bank N.V. (DNB) as a provider of crypto services. DNB oversees the Bitdenex BV of the Money Laundering and Terrorist Financing Prevention Act and the Sanctions Act 1977. Bitdenex B.V. is not subject to prudential supervision by DNB or supervised by the AFM. This means that there is no supervision on financial requirements of business risks and there are no specific financial consumer protection
2. Bitdenex strives to comply with all regulatory requirements for electronic money institutions.
3. Bitdenex does not have a (bank or AFM) license because it is not necessary.
4. You are aware of and take full responsibility for the risks associated with trading in Digital Asset.
5. Digital coins (Digital Asset) are not covered by AFM and DNB. There are no warranties for value and value retention or any control by a government agency such as AFM or DNB.
6. You acknowledge and agrees that, although Bitdenex will take commercial reasonable measures to secure your Digital Asset in the Bitdenex Wallets, storing Digital Assets in a Bitdenex Digital Asset Wallet involves significant risks, as Bitdenex cannot guarantee complete security. User acknowledges and agrees that any use of the Bitdenex Digital Asset Wallet is at your risk.
7. Your Bitdenex Account and the Services are not allowed to be used in relation with criminal activities of any sort, including but not limited to money laundering, terrorist financing, fraud or any other criminal or illegal activity.
8. Bitdenex reserves the right to block an Account for the duration of an investigation into misuse of the User Agreement, the Account and/or the Services.
9. Bitdenex reserves the right to suspend or cancel any pending Order and/or to freeze the Digital Assets or Funds on the Account for the duration of the investigation. If your legitimacy and/or any Order cannot be determined, the right to any Digital Asset or Fund may be lost for ever.
10. Bitdenex is obliged and authorized to notify the relevant authorities and will, if required by law and regulation, provide data to the relevant authorities. However, Bitdenex will not comply with any unlawful and/or unsubstantiated requests for information or attempts to gather large quantities of undirected information from the relevant authorities.

## Article 9 – Privacy

1. In providing the Services, Bitdenex will collect and process personal data. The main purpose of collecting the data is to provide the Services to you. Bitdenex will always comply with the applicable Privacy regulation such as GDPR.
2. Your information provided is stored and treated under strict terms and conditions.
3. Your information will not be disclosed to an unauthorized third party.
4. All correspondence between Bitdenex and you are confidential and may not be published or given to third parties without permission. A discovery of unusual publication without permission can affect the use of our services and trading platform.

## Article 10 – Bitdenex do Not Offer Financial Instruments or Financial Products

1. Bitdenex endeavours all possible measures to make sure that the Services are only offered for Digital Asset which do not qualify as a 'financial instrument' or other 'financial product' on the basis of the applicable Dutch and or European laws and regulations.
2. If there is in view of Bitdenex any risk or if there are any indications that a Digital Asset can be treated as a 'financial instrument', or if one of the supervisory authorities might consider it as a financial instrument or other financial product Bitdenex reserves the right to prohibit and discontinue any Services related to such Digital Asset at its sole discretion.



3. Bitdenex follows the best practices to decide whether a Digital Asset is a 'financial instrument' or not. However, Bitdenex does not give any warranty that any Digital Asset for which Bitdenex offers Services is not a 'financial instrument'.

#### Article 11 – Indemnification and Release

1. You agree to indemnify and hold Bitdenex, its affiliates, and service providers, and each of their officers, directors, agents, joint venturers, employees, and representatives harmless from any claim or demand (including attorneys' fees and any losses, fines, fees, or penalties imposed by any regulatory authority) arising out of your breach of these Terms, or your violation of any law or regulation.
2. For the purpose of this, the term "losses" means all net costs reasonably incurred by us or the other persons referred to in this Section which are the result of the matters set out in this Section and which may relate to any claims, demands, causes of action, debt, cost, expense or other liability, including reasonable legal fees (without duplication).
3. If you have a dispute with one or more users or third parties, you release Bitdenex (and its affiliates and service providers, and each of their officers, directors, agents, joint ventures, employees, and representatives) from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. If you have a dispute with anyone other than Bitdenex, you release us from liability associated with that dispute.

#### Article 12 - Limited Liability and No warranty

1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT BITDENEX AND OUR AFFILIATES AND SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF BITDENEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES.
2. 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 SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES AND CLOSE YOUR ACCOUNT. THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED. BITDENEX, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BITDENEX MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS.
3. Bitdenex does not provide any investment advice in connection with the Services. Bitdenex may provide information on the offered price, range, and volatility of the Digital Asset that are offered via the Bitdenex website. However, this must not be considered as investment advice but as information or a personal opinion from which no rights can be derived. You are in any event responsible for its Orders.

4. You acknowledges and agrees that, although Bitdenex intends to provide accurate and timely information on its website, the content may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors.
5. You acknowledges and agrees that all Services are provided on an “as is” basis without warranty of any kind. Bitdenex does not guarantee that its website or the Services will be available 24 hours a day, 7 days a week. Bitdenex will do its utmost best to provide you with its website and the Services as soon as possible, but there are no guarantees that access will not be interrupted or that there will be no delays, failures, errors, loss or similar of transmitted information. Planned maintenance will be announced timely.
6. You acknowledges and agrees that information as stored or transferred through the Services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including but not limited to 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 stored or transferred through the Services.
7. You acknowledges and agrees that Bitdenex will, insofar Bitdenex is liable in connection with a breach of its obligations or for losses otherwise incurred by you, be liable only for direct loss which is reasonably foreseeable and limited as set out in the remainder of this section.
8. You acknowledges and agrees that Bitdenex shall not be liable for any direct or indirect, consequential damages resulting from any activities which are not in line with the User Agreement.
9. You acknowledges and agrees that Bitdenex is not liable for any damage or interruption caused by any (i) computer viruses, spyware, Trojan horses or other malware that may affect your computer or other equipment or (ii) SMS, email services and two factor authentication services which might vulnerable to spoofing and phishing attacks.
10. You acknowledges and agrees that Bitdenex cannot be liable for any damages resulting from any third-party for which Bitdenex is not responsible.
11. You acknowledges and agrees that Bitdenex, nor our affiliates or service providers, nor any of our directors, officers, employees or representatives will in no circumstance be liable for any amount which exceeds the amounts received by Bitdenex under the User Agreement in the last 12 months, exclusive VAT (if applicable).

#### Article 13 – Force Majeure

1. Bitdenex shall have no liability for any failure or delay resulting from any abnormal or unforeseeable circumstances outside our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, including without limitation governmental action or acts of terrorism, earthquake, fire, flood, or other acts of God, labor conditions, delays or failures caused by problems with another system or network, mechanical breakdown or data-processing failures or where we are bound by other legal obligations.

#### Article 14 – Forks and Distributions

1. As a result of the decentralized and open source nature of Digital Assets it is possible that sudden, unexpected, or controversial changes (“Forks”) can be made to any Digital Asset that may change the usability, functions, value or even name of a given Digital Asset. Such Forks may result in multiple versions of a Digital Asset and could lead to the dominance of one or more such versions of a Digital Asset (each a “Dominant Digital Asset”) and the partial or total abandonment or loss of value of any other versions of such Digital Asset (each a “NonDominant Digital Asset”).
2. Bitdenex is under no obligation to support a Fork of a Digital Asset that you hold in your Account, whether or not any resulting version of such forked Digital Asset is a Dominant Digital Asset or Non-

Dominant Digital Asset or holds value at or following such Fork. Forks of Digital Assets can be frequent, contentious and unpredictable, and therefore cannot be consistently supported on Bitdenex. When trading or holding Digital Assets using your Account, you should operate under the assumption that Bitdenex will never support any Fork of such Digital Asset.

3. If Bitdenex elects, in its sole discretion, to support a Fork of a Digital Asset, it may choose to do so by making a public announcement through its Site or otherwise notifying customers, and shall bear no liability for any real or potential losses that may result based on the decision to support such Fork or the timing of implementation of support. If Bitdenex, in its sole discretion, does not elect to support a Fork of a given Digital Asset, including the determination to support, continue to support, or cease to support any Dominant Digital Asset or NonDominant Digital Asset, Bitdenex assumes no responsibility or liability whatsoever for any losses or other issues that might arise from an unsupported Fork of a Digital Asset. Bitdenex does not generally offer support for the distribution of assets based on a triggering fact or event, such as the possession of another asset (each an “Airdrop”), the provision of rewards or other similar payment for participation in a Digital Asset’s protocol (“Staking Rewards”), or any other distributions or dividends that Users might otherwise be entitled to claim based on their use or possession of a Digital Asset outside of the Bitdenex platform (collectively, “Digital Asset Distributions”). Bitdenex may, in its sole discretion, elect to support any Digital Asset Distribution, but is under no obligation to do so and shall bear no liability to Users for failing to do so, or for initiating and subsequently terminating such support.
4. In the event of a Fork of a Digital Asset, we may be forced to suspend all activities relating to such Digital Asset (including trades, deposits, and withdrawals) on Bitdenex for an extended period of time, until Bitdenex has determined in its sole discretion that such functionality can be restored (“Downtime”). This Downtime may occur at the time that a Fork of a given Digital Asset occurs, potentially with little to no warning. During such Downtime, you understand that you may not be able to trade, deposit, or withdraw the Digital Asset subject to such Fork. Bitdenex does not bear any liability for losses incurred during any Downtime due to the inability to trade or otherwise transfer Digital Assets

#### Article 15 – Attacks on Blockchain Networks

1. Bitdenex cannot prevent or mitigate attacks on blockchain networks and has no obligation to engage in activity in relation to such attacks. In the event of an attack, Bitdenex reserves the right to take commercially reasonable actions, including, but not limited to, if we confirm that a Digital Asset’s network is compromised or under attack, immediately halting trading, deposits, and withdrawals for such Digital Asset. If such an attack caused the Digital Asset to greatly decrease in value, we may discontinue trading in such Digital Asset entirely. Resolutions concerning deposits, withdrawals and User balances for a Digital Asset that has had its network attacked will be determined on a case-by-case basis by Bitdenex in its sole discretion. Bitdenex makes no representation and does not warrant the safety of Bitdenex and you assume all liability for any lost value or stolen property.

#### Article 16 – Fees and Promotions

1. In consideration for the use of the Services, you agree to pay to Bitdenex the appropriate fees, as set forth in our fee schedule displayed on the Site (“Fee Schedule”), which Bitdenex may revise or update in its sole discretion from time to time. On request, Bitdenex may make available an alternative fee schedule (“Alternative Fee Schedule”) to you who satisfy certain criteria (such as in relation to trading volume), which are determined by Bitdenex in its sole discretion from time to time. You authorize Bitdenex to deduct any applicable fees from your Account at the time you make a given transaction. Changes to the Fee Schedule or Alternative Fee Schedule are effective as of the date set forth in any revision and will apply prospectively from that date forward.

2. Bitdenex does not, as a general rule, participate in promotions without an official pronouncement, either on its website or elsewhere. You shall obtain prior written approval prior to releasing any statements, written media releases, public announcements and public disclosures, including promotional or marketing materials, relating to Bitdenex.
3. Any GiveAway or other promotional Funds provide to you by Bitdenex cannot be withdrawn from the trading platform.

#### Article 17 – Complaints and comments and restricted activities

1. Your complaint and / or comment can be made by email to support@bitdenex.com or by letter. We will respond to your complaint and / or remark as soon as possible.
2. If your complaint and / or comment requires additional explanation, you must provide it with all truth.
3. Bitdenex will do everything to reach a solution or satisfactory response.
4. Your complaint and / or comment will be kept for any evaluation and improvement of our services.
5. You will not violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of the Services.
6. You will not provide false , inaccurate, incomplete or misleading information.
7. You will not infringe Bitdenex or any third party copyrights, patent, trademark, or intellectual property rights.
8. You will not engage in any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, the financing of terrorism, other violent activities or any prohibited market practices.
9. You will not distribute unsolicited or unauthorized advertising or promotional material, written media releases, public announcements and public disclosures, junk mail, spam or chain letters.
10. You will not use a web crawler or similar technique to access our Services or to extract data.
11. You will not reverse engineer or disassemble any aspect of the Site, the API, or the Services in an effort to access any source code, underlying ideas and concepts and algorithms.
12. You will not perform any unauthorized vulnerability, penetration or similar testing on the API.
13. You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data or information.
14. You will not transmit or upload any material to the website that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs.
15. You will not otherwise attempt to gain unauthorized access to or use of the Site, the API, other Bitdenex Accounts, computer systems, or networks connected to the Site, through password mining or any other means.
16. You will not transfer any rights granted to you under these Terms.
17. You will not engage in any other activity which, in our reasonable opinion, amounts to or may amount to market abuse including without limitation the carrying out of fictitious transactions or wash trades, front running or engaging in disorderly market conduct.
18. You will not engage in any behaviour which is unlawful, violates these Terms, or is otherwise deemed unacceptable by Bitdenex in its sole discretion.

#### Article 18 – Electronic Trading Terms

1. Bitdenex may, in its sole discretion, choose to discontinue support for a currently listed or supported Digital Asset, if applicable Leveraged Token, or Futures Contract at any time, based on a number of factors, including changes in characteristics.
2. A transaction on Bitdenex may fail for several reasons, including without limitation to change in prices, insufficient margin, or unanticipated technical difficulties. Bitdenex makes no representation or

warranty that any transaction will be executed properly. We are under no circumstances liable for any loss or injury suffered by a failure of a transaction to complete properly or in a timely manner. Further, we are in no way responsible for notifying you of a transaction failure, although you are able to see any such failures on the website. You have full responsibility to determine and inquire into the failure of any transaction which you initiate.

3. In the event that you receive any data, information, or software through our Services other than that which you are entitled to receive pursuant to these Terms, you will immediately notify us and will not use, in any way whatsoever, such data, information or software. If you request a withdrawal of Digital Assets and we cannot comply with it without closing some part of your open positions, we will not comply with the request until you have closed sufficient positions to allow you to make the withdrawal.
4. We may refuse to execute a trade, or impose trade amount limits or restrictions at any time, in our sole discretion without notice. Specifically, we reserve the right to refuse to process, or the right to cancel or reverse, any transaction, as well as to revoke access to your deposit address on Bitdenex, where we suspect the transaction involves money laundering, terrorist financing, fraud, or any other type of crime or if we suspect the transaction relates to a prohibited use as stated in these Terms. Bitdenex reserves the right to halt deposit activity at our sole discretion. You may not change, withdraw, or cancel its authorization to make a transaction, except with respect to partially filled orders.
5. Bitdenex may correct, reverse, or cancel any trade impacted by an error in processing a your transaction or otherwise. Your remedy in the event of an error will be limited to seeking to cancel an order or obtaining a refund of any amounts charged to you. Bitdenex cannot guarantee such cancellations or refunds will always be possible.
6. Bitdenex provides you with a platform that allows their orders to be matched with the orders of other users. Orders may be partially filled or may be filled by a number of orders, depending on the trading activity at the time an order is placed. Bitdenex's relationship with you under these Terms is as a trading platform provider only and does not act as principal or counterparty with respect to trades entered into on the platform. Notwithstanding the foregoing, (i) Bitdenex may act as a counterparty for limited trades made for the purpose of liquidating fees collected on your trades, and (ii) affiliates of Bitdenex may execute trades on the platform; provided, however, that such affiliates shall not be afforded any priority in trade execution.
7. The Digital Assets available for purchase through the Services may be subject to high or low transaction volume, liquidity, and volatility at any time for potentially extended periods. You acknowledge that while Bitdenex uses commercially reasonable methods to provide exchange rate information to you through our Services, the exchange rate information we provide may differ from prevailing exchange rates made available by third parties. Similarly, the actual market rate at the time of your trade may be different from the indicated prevailing rate. You agree that you assume all risks and potential losses associated with price fluctuations or differences in actual versus indicated rates.

#### Article 19 - Taxes

1. You will be able to see a record of your transactions via your Account which you may wish to use for the purposes of making any required tax filings or payments. It is your responsibility to determine what, if any, taxes apply to your activities on the Exchange, and to collect, report, and remit the correct tax to the appropriate tax authority.
2. Bitdenex is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

#### Article 20 - Intellectual Property Rights

1. All intellectual property rights, including, but not limited to, all existing and future rights and claims on, or in relation to, the use of copyrights, trade name rights, trademark rights, domain names, patent rights, design rights or related items will be vested exclusively in Bitdenex.

2. Bitdenex provides you the right of use regarding the Services for the term of the User Agreement, to the extent it is necessary for performance of the User Agreement, provided that you shall comply with the User Agreement.

#### Article 21 – Change of Service

1. You acknowledges and agrees that Bitdenex may modify part or all of its Services at any moment without prior notice.
2. You are allowed to terminate the User Agreement and close his Account at any time.
3. Bitdenex has the right to terminate the User Agreement at any time, upon sole discretion. Bitdenex will, unless otherwise determined in the User Agreement, inform you of the termination of the User Agreement.
4. Terminating the User Agreement automatically results therein that the Account will be closed and that the Services will no longer be provided unless this is necessary in relation to any rights and obligations prior to the date of termination of the User Agreement.
5. Terminating the User Agreement and closing an Account will not affect any rights and obligations incurred prior to the date of termination of the User Agreement and Account closure. The User Agreement applies to those obligations.
6. If a User Agreement is terminated, You may be required to either cancel or complete all open orders. Further, Funds will be returned to the verified bank account and/or to an external wallet of you which you are obliged to provide to Bitdenex.
7. In the event that the costs of closing of the Account exceed the value of your Digital Assets, User will be responsible for reimbursing Bitdenex.

#### Article 22 – Applicable law

1. These terms and conditions are governed by Dutch law, and in case of any dispute the court of Amsterdam shall have exclusive jurisdiction.
2. In the event of a conflict between the parties, Dutch law applies.
3. For any solution or problem, Bitdenex will apply Dutch law.
4. Dutch law is applicable to the terms and conditions.

#### Article 23 – Amendments

1. We may amend any portion of these Terms at any time by posting the revised version of these Terms with an updated revision date. The changes will become effective, and shall be deemed accepted by you, the first time you use the Services after the initial posting of the revised agreement and shall apply on a going-forward basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your Account. You agree that we shall not be liable to you or any third party as a result of any losses suffered by any modification or amendment of these Terms.

#### Article 24 – Assignment

1. You may not transfer or assign these Terms or any rights or obligations you have under these Terms without our prior written consent or otherwise and any such attempted assignment shall be void. We reserve the right to freely assign or transfer these Terms and the rights and obligations of these Terms, to any third party at any time without notice or consent. If you object to such transfer or assignment, you may stop using our Services and terminate this agreement by contacting us and requesting to close your account.

## Article 25 – Survival

1. Upon termination of your Account or this agreement for any other reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

## Article 26 – Website and Third Party Content

1. Bitdenex strives to provide accurate and reliable information and content on the website, but such information may not always be correct, complete, or up to date. Bitdenex will update the information on the website as necessary to provide you with the most up to date information, but you should always independently verify such information. The website may also contain links to third party websites, applications, events or other materials (“Third Party Content”). Such information is provided for your convenience and links or references to Third Party Content do not constitute an endorsement by Bitdenex of any products or services. Bitdenex shall have no liability for any losses incurred as a result of actions taken in reliance on the information contained on the Site or in any Third Party Content.

## Article 27 – Limited License and IP Rights

1. Bitdenex grants you a limited, non-exclusive, non-sublicensable, and non-transferable license, subject to these Terms, to access and use the Services solely for approved purposes as determined by Bitdenex. Any other use of the Services is expressly prohibited. Bitdenex and its licensors reserve all rights in the Services and you agree that these Terms do not grant you any rights in, or licenses to, the Services except for the limited license set forth above. Except as expressly authorised by Bitdenex, you agree not to modify, reverse engineer, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in whole or in part. If you violate any portion of these Terms, your permission to access and use the Services may be terminated pursuant to these Terms. Bitdenex and all logos related to the Services are either trademarks, or registered marks of Bitdenex or its licensors. You may not copy, imitate, or use them without Bitdenex’s prior written consent. All right, title, and interest in and to the website, any content thereon, the Services, and any and all technology or content created or derived from any of the foregoing is the exclusive property of Bitdenex and its licensors.

## Article 28 – Entire Agreement

1. The failure of Bitdenex to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and remain enforceable between the parties. The headings and any explanatory text are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. These Terms constitute the entire agreement between you and Bitdenex with respect to the use of the Services.
2. These Terms are not intended and shall not be construed to create any rights or remedies in any parties other than you and Bitdenex and other affiliates of Bitdenex, which each shall be a third party beneficiary of these Terms, and no other person shall assert any rights as a third party beneficiary hereunder. If some future court judgment deems any particular provision of these Terms unenforceable, the rest of the Agreement is still valid.

## Article 29 – Questions and Contact information

We often post notices and relevant Services information in our Telegram channel and on our Twitter account, so we advise you to check those channels before contacting our support department at [support@bitdenex.com](mailto:support@bitdenex.com)

For support with your Account, you may email us at [support@bitdenex.com](mailto:support@bitdenex.com). Please provide all relevant information, including your Bitdenex username and transaction IDs of any related deposits. Although we make no representations or provide no warranties as to the speed of response, we will get back to you as soon as possible.