

De These Terms and Conditions ("Terms") contain important information about the basis on which services are provided by Open Digital Services Limited OÜ, a company incorporated in Estonia.

The Terms will constitute a legal agreement ("Agreement") between You and Harju Maakond, Tallinn, Kesklinna, Joe tn 9, 10151 ("hitscrypto.com", "we", "us" and "our") at the address Harju Maakond, Tallinn, Kesklinna, Joe tn 9, 10151. By signing up to use an account through hitscrypto.com, or any associated websites, application programming interfaces("APIs") you agree that you have read, understood, accept and will be bound by the Terms as well as our Privacy Policy, Cookie Policy and E-Sign Consent.

## 1. HITSCRYPTO SERVICES

1.1. Eligibility. To be eligible to use the Hitscrypto Services, you must be at least 18 years old.

Your eligibility to access certain Hitscrypto Services also depends on the country in which you reside.

**1.2. Digital Currency Services.** The following services (the "Digital Currency Services") are provided to you by Hitscrypto.com: One or more hosted digital currency wallets enabling you to store, track, transfer, and manage your balances of certain supported digital currencies, like Bitcoin (the "Digital Currency Wallet" and "Digital Currency" respectively); A Digital Currency exchange service enabling you to obtain prices for your purchases and sales of Digital Currencies (a "DC Exchange"); A Digital Currency conversion service enabling you to buy and sell Digital Currencies in transactions with Hitscrypto.com (the "Conversion Services").

### 1.3. Additional Hitscrypto.com Services.

In addition to the core services, "Additional Services" may be made available by Hitscrypto.com to users that fulfil certain eligibility criteria

### 1.4. Fees:

A full list of Hitscrypto.com's fees can be found on Pricing and Fees Disclosures page.

## 2. HITSCRYPTO.COM ACCOUNTS AND ACCESS

**2.1. Registration of Hitscrypto.com Account.** In order to use the Hitscrypto Services, you will need to register for a Hitscrypto account (a "Hitscrypto.com Account") by logging in using your digital ID solution, providing your name, an e-mail address, password, and accepting the terms and conditions of this Agreement and our Privacy Policy. We may, in our sole discretion, refuse to open a Hitscrypto Account for you, or limit the number of Hitscrypto Accounts that you may hold.

**2.2. Identity Verification.** You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the Hitscrypto Services and your access to one or more Hitscrypto Services, and the limits that apply to your use of the Hitscrypto Services, may be altered as a result of information collected on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number). In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You authorize us to make the inquiries, whether 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. Additionally, we may require you to wait some amount of time after completion of a transaction, before permitting you to use further Hitscrypto Services and/or before permitting you to engage in transactions beyond certain volume limits. This includes authorizing your wireless operator (any branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Hitscrypto.com with your wireless operator account profile information for the duration of the business relationship. Hitscrypto employs a rigorous customer screening process, including checking customer PEP (Politically Exposed Person) and sanction list status. This is done through internal procedures and via external third party suppliers. Such checks may be performed upon registration and at periodical intervals thereafter. If you do not hold any fiat or crypto balance with Hitscrypto, or you choose to close your account, customer screening checks will cease. All actions mentioned above may be performed manually or automatically, depending on the specific verification requirement, as determined by Hitscrypto.

**2.3 Access.** To access the Hitscrypto Services, you must have the necessary equipment (such as a smartphone or tablet) and the associated telecommunication service subscriptions to access the Internet. The Hitscrypto Services can be accessed directly using the Hitscrypto Site (“Hitscrypto.com”).

## 3. PAYMENT SERVICES

**3.1. Purchase of Digital Currency.** To purchase Digital Currency, you must follow the relevant instructions on the Hitscrypto.com Site. A purchase of Digital Currency should occur on the business day we receive your instructions.

**3.2. Receipt of instructions.** If we receive instructions from you to purchase Digital Currency on a non-business day or after 4:30 pm (Central European Time GMT +1) on a business day, we may treat those instructions as if they were received by us on the following business day.

**3.3. Revocation.** When you give us instructions to purchase Digital Currency, you cannot withdraw your consent to that purchase unless the purchase is not due to occur until an agreed date in the future e.g. this may occur if you set up a recurring purchase of Digital Currency (+a "Future Transaction"). In the case of a Future Transaction, you may withdraw your consent up until the end of the business day before the date that the Future Transaction is due to take place. To withdraw your consent to a Future Transaction follow the instructions on the Hitscrypto.com Site.

**3.4 Account Information.** You will be able to see your Wallet balance and your transaction history using the Hitscrypto.com Site, including (i) the amount (and currency) of each Digital Currency Purchase, (ii) a reference to identify the payer and / or payee (as appropriate), (iii) any fees charged (including a breakdown of the fees), (iv) where there has been a currency exchange, the rate of exchange, and the amount (in the new currency) after exchange (where you are the payer) or the amount (in the original currency) before the exchange (where you are the payee), and (v) the debit or credit date of each Digital Currency Purchase (as appropriate).

**3.5. Redeeming crypto currencies.** You may redeem all or part of any crypto currencies held in your Wallet at any time by selecting the relevant option in the Hitscrypto.com Site and following the instructions. Unless agreed otherwise, funds will be transferred to the bank account you have registered with us.

If this Agreement is terminated, we will redeem any funds remaining in your Hitscrypto Wallet and transfer funds to the bank account you have registered with us.

Prior to redeeming funds from your Wallet, we may conduct checks for the purposes of preventing fraud, money laundering, terrorist financing and other financial crimes. This may mean you are prevented or delayed from withdrawing funds.

**3.6. Unauthorised and Incorrect Transactions.** Where a purchase, sale or transfer of Digital Currency using your credentials, we will assume that you authorised such transaction, unless you notify us otherwise.

If you believe you did not authorise a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible and in any case no later than 13 months after the relevant transaction occurred. It is important that you regularly check your Wallet balance and your transaction history regularly to ensure any unauthorised or incorrect transactions are identified and notified to us at the earliest possible opportunity. We are not responsible for any claim for unauthorised or incorrect transactions unless you have notified us in accordance with this section.

**3.7. Refund rights.** If an unauthorised transaction occurs, we will refund you the amount of that transaction within one business day and restore your Wallet to the state it would have been in had the unauthorised transaction not taken place. Generally, you will not be liable for losses incurred after you have notified us of the unauthorised use of your Wallet or if we have failed at any time to provide you with the means for notifying us; however: If you are fraudulent or you intentionally or negligently fail to carry out your obligations under this Agreement, you will be liable for all resultant losses incurred by you or us. You will be liable for the first EUR 50 of any losses you incur in respect of an unauthorised transaction which arises from the use of a lost or stolen credentials.

Where there is a dispute between us and you regarding an unauthorised transaction, we may temporarily credit your Wallet whilst we settle the dispute. Where we determine that the transaction was authorised, we may reverse that credit and correct errors made in any statement of Wallet without prior notice to you.

Where a transaction is made incorrectly (e.g. through our error) we shall refund to you the amount of that transaction without undue delay and restore your Wallet to the state in which it would have been had the transaction not have taken place, although we will endeavour to provide you with reasonable notice where possible. We will also pay any charges for which we are responsible, and for any interest which you can show that you have had to pay as a consequence of any incorrect or incomplete transaction.

Irrespective of our liability, on your request, we shall try to trace any incorrect or incomplete transaction initiated by you free of charge. However, we cannot guarantee that we will be able to trace such transactions.

**3.8. Appointment of Regulated Third Parties.** You may appoint appropriately regulated third parties to access your Wallet. If you do, you should be aware that by virtue of such access, that third party may access your transactional and other data, and / or may initiate transfers from your Wallet.

**3.9. Refusing to deal with Regulated Third Parties.** We may refuse access to regulated third parties for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to your Wallet. In such cases, unless we are prohibited by applicable law, we will inform you that that third party's access has been denied and the reasons why. We will permit access again once we are satisfied that the reasons for refusing access no longer exist.

**3.10. \*Consent to access, processing and storage of your personal data.\*** You provide your explicit consent to us accessing, processing and retaining any personal information you provide to us for the purposes of us providing payment services to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws and regulations. You can withdraw your consent to us providing payment processing services to you at any time by closing your account with us. However, we may retain and continue to process your personal information for other purposes. Please

see Section 10 (Data Protection) below and our Privacy Policy for further information about how we process your personal data, and the rights you have in respect of this.

## 4. DIGITAL CURRENCY SERVICES

**4.1. In General.** Your Digital Currency Wallet enables you to buy and sell, and send Digital Currency to, and request, receive, and store Digital Currency from, third parties by giving instructions through the Hitscrypto.com Site (each such transaction is a “Digital Currency Transaction”).

**4.2. Digital Currency Transactions.** We will process Digital Currency Transactions in accordance with the instructions we receive from you. You should verify all transaction information prior to submitting instructions to us. We do not guarantee the identity of any user, receiver, requestee or other party. Digital Currency Transactions cannot be reversed once they have been broadcast to the relevant Digital Currency network.

If you initiate a Digital Currency Transaction by entering the recipient’s email address and the recipient does not have an existing Hitscrypto.com Account, we will invite the recipient to open a Hitscrypto.com Account. If the recipient does not open a Hitscrypto.com Account within 30 days, we will return the relevant Digital Currency to your Digital Currency Wallet.

Once submitted to a Digital Currency network, a Digital Currency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Currency network. A Digital Currency Transaction is not complete while it is in a pending state. Digital Currency associated with Digital Currency Transactions that are in a pending state will be designated accordingly, and will not be included in your Digital Currency Wallet balance or be available to conduct Digital Currency Transactions.

We may charge network fees (miner fees) to process a Digital Currency Transaction on your behalf. We will calculate the network fee in its discretion, although we will always notify you of the network fee at or before the time you authorise the Digital Currency Transaction. A full list of Hitscrypto.com’s fees can be found on our Pricing and Fees Disclosures page.

We may refuse to process or cancel any pending Digital Currency Transaction as required by law or any court or other authority to which Hitscrypto.com is subject in any jurisdiction.

**4.3. Supported Digital Currencies.** Our Digital Currency Services are available only in connection with those digital currencies that Hitscrypto supports, and this may change from time to time. Under no circumstances should you attempt to use your Digital Currency Wallet to store, send, request, or receive digital currencies in any form that we do not support (although we will use reasonable efforts to help you move or sell Digital Currency that we no longer support). We assume no responsibility or liability in connection with any attempt to use your Digital Currency Wallet for digital currencies that we do not support.

**4.4. Digital Currency Storage & Transmission Delays.** We securely store Digital Currency private keys, which are the means by which you can securely approve a Digital Currency Transaction. We securely store private keys in our control in a combination of online and offline storage. As a result, it may be necessary for us to retrieve certain information from offline storage in order to facilitate a Digital Currency Transaction in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such Digital Currency Transaction.

**4.5. Third Party Payments.** We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of Hitscrypto Digital Currency Services). We are not responsible for ensuring that a third party buyer or a seller you transact with will complete the transaction or is authorised to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party using Digital Currency transferred using the Hitscrypto Digital Currency Services, or if you have a dispute with such third party, you should resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify Hitscrypto.com Support so that we may consider what action to take, if any.

**4.6. Hitscrypto.com Vaults.** You may elect to use the Hitscrypto.com Vault to store Digital Currency and to set withdrawal time-delays.

**4.7 Advanced Protocols.** Unless specifically announced on the Hitscrypto.com Site or other official public statement of Hitscrypto, we do not support metacoins, coloured coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Digital Currency we support (collectively, “Advanced Protocols”). You should not use your Hitscrypto.com Account to attempt to receive, request, send, store, or engage in any other type of transaction involving an Advanced Protocol. Our platform is not configured to detect and/or secure Advanced Protocol transactions. You acknowledge and agree that we have no responsibility whatsoever in respect of an unsupported Advanced Protocol.

**4.8. Operation of Digital Currency Protocols.** We do not own or control the underlying software protocols which govern the operation of Digital Currencies supported on our platform: generally, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee their functionality, security, or availability.

You acknowledge and accept the risk that underlying software protocols relating to any Digital Currency you store in your Digital Currency Wallet may change.

In particular, the underlying protocols are likely to be subject to sudden changes in operating rules (“forks”), and such forks may materially affect the value, function, and/or the name of the Digital Currency you store in your Digital Currency Wallet. Where possible, we may provide you with notices or alerts on forks in accordance with Section 11.11 (Contact

Information) below and you must read such notices or alerts received from us in order that you may consider how to deal with upcoming forks. However, it is your responsibility to make yourself aware of, and consider how to deal with, upcoming forks. In the event of a fork, there is a risk that we may need to temporarily suspend operations in relation to that fork without providing advance notice to you. We may, in our reasonable discretion, decline to support either or both branches of a fork.

You acknowledge the risks presented by forks and you accept that we have no responsibility to assist you to move or sell an unsupported branch of a forked protocol.

**4.9. Settlement tokens.** For security purposes, fee optimization or similar purposes, Hitscrypto reserves the right to represent purchases and customer ownership of supported Digital Currencies in internal settlement tokens. Such tokens are liquidated upon transferral outside of the Hitscrypto platform.

## 5. DIGITAL CURRENCY EXCHANGE SERVICES

**5.1. In General.** The Digital Currency Exchange Service enables you to buy Digital Currency using: Central bank issued currency (such as EUR) supported by Hitscrypto.com.

Conversely, when you sell Digital Currency you may select to receive: Central bank issued currency (such as EUR) supported by Hitscrypto.com.

**5.2. Transactions.** You may purchase supported Digital Currency by using VISA/Mastercard. Although we will attempt to deliver Digital Currency to you as promptly as possible, funds may be debited from your VISA/Mastercard card before Digital Currency is delivered to your Digital Currency Wallet.

You may sell Digital Currency in exchange for funds. You authorise us to credit your VISA/Mastercard card or corresponding Bank Account with the relevant amount of funds.

**5.3. Transaction Fulfilment.** We will make best efforts to fulfil all purchases of Digital Currency, but in some circumstance we may be unable to. If this is the case, we will notify you and seek your approval to re-attempt the purchase at the current Exchange Rate (as defined below).

**5.4. Availability of Payment Methods.** The availability of a method of payment depends on a number of factors including, for example, where you are located, the identification information you have provided to us, and limitations imposed by third party payment processors.

**5.5. Conversion Fees.** Each purchase or sale of Digital Currency is subject to a fee (a "Conversion Fee"). The applicable Conversion Fee will be displayed to you on the Hitscrypto.com Site prior to each transaction and is stated in each receipt we issue to you. We may adjust our Conversion Fees at any time. We will not process a transaction if the

Conversion Fee and any other associated fees would, together, exceed the value of your transaction. A full list of Hitscrypto.com's fees can be found on our Pricing and Fees Disclosures page.

**5.6. Exchange Rates.** Each purchase or sale of Digital Currency is also subject to the Hitscrypto.com "Exchange Rate" for the given transaction. The "Exchange Rate" means the price of a given supported Digital Currency in central bank issued currency as quoted on the Hitscrypto.com Site. The Exchange Rate is stated either as a "Buy Price" or as a "Sell Price", which is the price at which you may buy or sell Digital Currency, respectively. You acknowledge that the Buy Price Exchange Rate may not be the same as the Sell Price Exchange Rate at any given time, and that we may add a margin or "spread" to the quoted Exchange Rate. You agree to accept the Exchange Rate when you authorise a transaction. You can learn more about Hitscrypto.com's Exchange Rates on our Pricing and Fees Disclosures page.

We do not guarantee the availability of any Exchange Rate. We do not guarantee that you will be able to buy and / or sell your Digital Currency on the open market at any particular price or time.

**5.7. Authorisations; Reversals; Cancellations.** By clicking the "Buy" or "Sell" button on the Hitscrypto.com Site, you are authorising Hitscrypto to initiate the transaction at the quoted Buy Price or Sell Price and agree to any associated Conversion and Exchange Fees. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful or if your payment method has insufficient funds, you authorise us, in our sole discretion, either to cancel the transaction or to debit your other payment methods, including balances on your Wallet and/or Digital Currency Wallets, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, insufficient funds, or similar fees charged by your payment provider.

## 6. TRANSACTION LIMITS AND ENHANCED DUE DILIGENCE

**6.1. Transactions Limits.** The use of all Hitscrypto.com Services is subject to a limit on the amount of volume you may transact or transfer in a given period (e.g., daily).

**6.2 Enhanced Due Diligence.** We may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with Hitscrypto staff (such process, "Enhanced Due Diligence"). This may include requesting a scanned copy of your debit or credit card, or passport, as applicable. We will make this request when you have purchased more than 15.000 EUR per month. We reserve the right to charge you costs and fees associated with such Enhanced Due Diligence although if we intend to do so, we will notify you in advance. In our discretion, we may refuse to raise your limits or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.



## 7. SUSPENSION, TERMINATION AND CANCELLATION

7.1 Suspension, Termination, and Cancellation. We may: (a) refuse to complete or block, cancel or reverse a transaction you have authorised (b) suspend, restrict, or terminate your access to any or all of the Hitscrypto Services, and/or (c) deactivate or cancel your Hitscrypto Account with immediate effect for any reason, including but not limited to where: We are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction; We reasonably suspect you of acting in breach of this Agreement; We reasonably suspect you have breached our Behaviour Policy or our Policy on Prohibited Use, Prohibited Businesses and Conditional Use; We have concerns that a transaction is erroneous or about the security of your Hitscrypto Account or we suspect the Hitscrypto Services are being used in a fraudulent or unauthorised manner; We suspect money laundering, terrorist financing, fraud, or any other financial crime; If your credit or debit card or any other valid payment method linked to your Digital Currency Wallet is declined; Use of your Hitscrypto Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; and / or You take any action that may circumvent our controls such as opening multiple Hitscrypto Accounts or abusing promotions which we may offer from time to time.

We may also refuse to complete a transaction you have authorised where there is insufficient funds to cover the transaction and (where applicable) associated fees at the time that we receive notification of the transaction.

If we refuse to complete a transaction and / or suspend or close your Hitscrypto.com Account, or terminate your use of Hitscrypto.com Services in this way, we will (unless it would be unlawful for us to do so) provide you with notice of our actions and the reasons for refusal, suspension or closure and where appropriate, with the procedure for correcting any factual errors that led to the refusal, suspension or closure. In the event that we refuse to complete a transaction and / or suspend your Hitscrypto.com Account we will lift the suspension as soon as reasonably practicable once the reasons for refusal and / or suspension no longer exist. However, we are under no obligation to allow you to reinstate a transaction at the same price or on the same terms as the suspended, reversed or cancelled transaction.

We may suspend, restrict, or terminate your access to any or all of the Hitscrypto.com Services and/or deactivate or cancel your Hitscrypto.com Account, without reason by giving you two months notice. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your Hitscrypto.com Account, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of its risk management and security procedures to you.

On termination of this Agreement, unless prohibited by applicable law or by any court or other order to which Hitscrypto.com is subject in any jurisdiction, you may sell or transfer Digital Currency and/or your Digital Currency Wallet(s) for ninety (90) days thereafter

If we suspend or close your account, or terminate your use of Hitscrypto.com Services for any reason, we reserve the right to require you to complete the procedures outlined at Section

2.2. (“Identity Verification”) before permitting you with transfer or withdraw Digital Currency.

You may cancel your Hitscrypto.com Account at any time by withdrawing all balances and our Cancellation page. You will not be charged for cancelling your Hitscrypto.com Account, although you will be required to pay any outstanding amounts owed to us. You authorise us to cancel or suspend any pending transactions at the time of cancellation.

## 8. LIABILITY

**8.1. Indemnification.** You agree to indemnify us, our affiliates and service providers, and each of our or their respective officers, directors, agents, employees and representatives, in respect of any costs (including attorneys’ fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to your breach and / or our enforcement of this Agreement (including without limitation your breach of our Behaviour Policy or our Policy on Prohibited Use, Prohibited Businesses and Conditional Use) or your violation of any law, rule or regulation, or the rights of any third party.

**8.2. Limitations of Liability.** We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement and our liability in these circumstances is limited as set out in the remainder of this section.

(For the avoidance of doubt the term “loss” includes a partial loss or reduction in value as well as a complete or total loss.)

**8.2. A. Liability cap.** Except as otherwise provided for in this Agreement, neither we, nor our affiliates or service providers, nor any of our or their respective officers, directors, agents, employees or representatives, will be liable for any amount greater than the combined value of the Digital Currency in your Wallet and your Digital Currency Wallet at any given time. Where we are considering a specific claim relating to a specific transaction this sum shall be further limited to the amount of the transaction in dispute.

**8.2. B. Limitation of loss.** In addition to the liability cap at Section 8.3.A. (“Liability Cap”) above, in no event shall we, our affiliates or service providers, or any of our or their respective officers, directors, agents, employees or representatives, be liable for any of the following types of loss or damage arising under or in connection with this Agreement or otherwise: any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and / or any actual or hypothetical trading losses, even if we are

advised of or knew or should have known of the possibility of the same. This means, by way of example only (and without limiting the scope of the preceding sentence), that if you claim that we failed to process a buy or sell transaction properly, your damages are limited to no more than the combined value of the supported Digital Currency at issue in the transaction, and that you may not recover for any “loss” of anticipated trading profits or for any actual trading losses made as a result of the failure to buy or sell. any loss of or damage to reputation or goodwill; any loss of business or opportunity, customers or contracts; any loss or waste of overheads, management or other staff time; or any other loss of revenue or actual or anticipated savings, even if we are advised of or knew or should have known of the possibility of the same; any loss of use of hardware, software or data and / or any corruption of data; including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of digital currency price data; any error or delay in the transmission of such data; and / or any interruption in any such data; any loss or damage whatsoever which does not stem directly from our breach of this Agreement; and / or any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this Agreement (whether or not you are able to prove such loss or damage).

**8.2. \*\* C. Applicable law.\*\*** The limitation of liability in this Section 8.3 is subject to any obligations that we have under applicable law and regulation, including our obligation to exercise reasonable care and skill in our provision of the Hitscrypto.com Services. Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, deliberate misconduct, for death or personal injury resulting from either our or our subcontractor’s negligence.

**8.3. No Warranties.** The Hitscrypto services are provided on an “as is” and “as available” basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law: specifically we disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any representations or warranties that access to the Hitscrypto.com Site, any of the Hitscrypto Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

We make no representations about the accuracy or completeness of historical Digital Currency price data available on the Hitscrypto.com Site. We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and cheque issuances are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

**8.4. Safety and Security of Your Computer and Devices.** Hitscrypto.com is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. Hitscrypto.com customer support will

never ask to screen share or otherwise seek to access your computer or account; similarly, we will not ask for your two factor authentication codes. Always log into your Hitscrypto.com Account through the Hitscrypto.com Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

**8.5. No Liability for Breach.** We are not liable for any breach of the Agreement where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.

## 9. CUSTOMER FEEDBACK, QUERIES, COMPLAINTS AND DISPUTE RESOLUTION

**9.1. Contact Hitscrypto.** If you have any feedback, questions, or complaints, contact us via our Customer Support webpage or write to us at Hitscrypto.com Customer Support.

When you contact us please provide us with your name, address, and any other information we may need to identify you, your Hitscrypto.com Account, and the transaction on which you have feedback, questions, or complaints.

**9.2. Complaints.** In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. We will acknowledge receipt of your complaint if you contact us via our Customer Support webpage. A Customer Complaints officer (“Officer”) will consider your complaint. The Officer will consider your complaint without prejudice based on the information you have provided and any information provided by Hitscrypto.com. Within 15 business days of our receipt of your complaint the Officer will address all points raised in your complaint by sending you an e-mail (“Resolution Notice”) in which the Officer will: (i) offer to resolve your complaint in the way you requested; (ii) make a determination rejecting your complaint and set out the reasons for the rejection; or (iii) offer to resolve your complaint with an alternative solution. In exceptional circumstances, if the Officer is unable to respond to your complaint within 15 business days for reasons beyond Hitscrypto.com’s control, the Officer will send you a holding reply indicating the reasons for a delay in answering your complaint and specifying the deadline by which the Officer will respond to your complaint (which will be no later than 35 business days from our receipt of your complaint).

**9.3. Offers.** Any offer of resolution made to you will only become binding on us if accepted by you. An offer of resolution will not constitute any admission by us of any wrongdoing or liability regarding the subject matter of the complaint.

## 10. DATA PROTECTION

**10.1. Personal Data.** You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with this Agreement, or the Hitscrypto.com Services. Accordingly, you represent and warrant that: your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed; before providing any such personal data to us, you have read and understood our Privacy Policy, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

## 11. GENERAL TERMS AND CONDITIONS

**11.1. Limited License.** We grant you a limited, non-exclusive, non-transferable license, subject to the terms of this Agreement, to access and use the Hitscrypto.com Site, and related content, materials, information (collectively, the “Content”) solely for approved purposes as permitted by us from time to time. Any other use of the Hitscrypto.com Site or Content is expressly prohibited and all other right, title, and interest in the Hitscrypto.com Site or Content is exclusively the property of Hitscrypto.com and its licensors. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. All logos related to the Hitscrypto.com Services or displayed on the Hitscrypto.com Site are trademarks or registered marks of Hitscrypto.com or its licensors. You may not copy, imitate or use them without our prior written consent.

**11.2. Website Accuracy.** Although we intend to provide accurate and timely information on the Hitscrypto.com Site, the Hitscrypto.com Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Hitscrypto.com Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the Hitscrypto.com Site.

**11.3. Third-Party Applications.** In order to access Hitscrypto.com Services users are required to provide an email address and create a password. Hitscrypto.com offers second factor authentication via a user’s mobile device (Short Message Service, SMS, or a supported Time-

based One Time Password, TOTP, application). A verified phone number is required to enable second factor authentication via SMS. Users are responsible for keeping electronic devices through which Hitscrypto.com Services is accessed safe and maintaining adequate security and control of any and all security details that are used to access the Hitscrypto.com Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of said electronic devices and ensuring that said electronic devices are password protected. Any loss or compromise of personal electronic devices or security details may result in unauthorised access of a user's Hitscrypto.com Account by third-parties and the loss or theft of any Digital Currency in your Wallet and the misuse of any associated accounts, including linked bank account(s) and credit/debit card(s). Users must keep security details safe at all times. For example, passwords and TOTP authentication seeds be safeguarded and not shared or made visible to others. Hitscrypto.com strongly recommends the use of password and second factor protected password managers to safeguard login credentials and Personal Identification Numbers, PINs, and/or biometric authentication features to safeguard second factor generating mobile devices.

**11.4. Prohibited and Conditional Use.** In connection with your use of the Hitscrypto Services, and your interactions with other users and third parties, you agree to comply with the Hitscrypto Policy on Prohibited Use, Prohibited Businesses and Conditional Use.

**11.5. Export Controls & Sanctions.** Your use of the Hitscrypto Services and the Hitscrypto.com Site is subject to international export controls and economic sanctions requirements. By sending, receiving, buying, selling, trading or storing Digital Currency through the Hitscrypto.com Site or Hitscrypto Services, you agree that you will comply with those requirements.

**11.6. Amendments.** We will notify of you any change to the Agreement relating to Hitscrypto.com Services by email at least two months in advance. In such circumstances, you will be deemed to have accepted the change if you do not notify us otherwise prior to the date the change takes effect and continue to use the Services. If you do not accept the change, the Agreement will terminate at the end of the two-month notice. You may also end the Agreement immediately and free of charge with effect at any time before the expiry of the two-month notice. We may make all other amendments to the Agreement by posting the revised Agreement on the Hitscrypto.com Site or by emailing it to you, indicating when the revised Agreement becomes effective. Although we will endeavour to provide you with advance notice where possible, where lawful we may indicate that the revised Agreement shall be effective immediately and if you do not agree with any such modification, you should close your Hitscrypto Account and cease using the Hitscrypto Services.

Copies of the most up-to-date version of the Agreement will be made available in the Hitscrypto.com Site at all times and will be provided to you by email on your request.

**11.7. Relationship of the Parties.** Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, either you or Hitscrypto.com to be treated as the agent of the other.

**11.8. Privacy of Others; Marketing.** If you receive information about another user through the Hitscrypto Services, you must keep the information confidential and only use it in connection with the Hitscrypto Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to effect a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so. You may not send unsolicited email to a user through the Hitscrypto Services.

**11.9. Password Security.** In order to access Hitscrypto.com Services you will be required to create or be given security details, including a username and password. You are responsible for keeping the electronic device through which you access Hitscrypto.com Services safe and maintaining adequate security and control of any and all security details that you use to access the Hitscrypto.com Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of such electronic device and ensuring that such electronic device is encrypted and password protected. Any loss or compromise of your electronic device or your security details may result in unauthorised access to your Hitscrypto Account by third- parties and the loss or theft of any Digital Currency held in your Hitscrypto.com Wallet and any associated accounts, including your linked bank account(s) and credit card(s). You must keep your security details safe at all times. For example, you should not write them down or otherwise make them visible to others.

**11.10. Security Breach.** If you suspect that your Hitscrypto.com Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and / or Hitscrypto.com (together a "Security Breach"), you must notify Hitscrypto.com Support as soon as possible and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

**11.11. Contact Information.** You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you (including notices or alerts of actual or suspected Security Breach).

**11.12. Taxes.** It is your responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Hitscrypto.com Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Hitscrypto.com Account.

**11.13. Unclaimed Property.** If we hold Digital Currency, and we are unable to contact you and have no record of your use of the Hitscrypto.com Services for 3 years, applicable law may require us to report the Digital Currency as unclaimed property to the authorities in certain jurisdictions. We will try to locate you at the address shown in our records, but if we are unable to, we may be required to deliver any such Digital Currency to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct a dormancy fee

or other administrative charges limited upwards to 500 EUR from such unclaimed funds, as permitted by applicable law.

**11.14. Entire Agreement.** This Agreement (including documents incorporated by reference herein) comprise the entire agreement between you and Hitscrypto.com.

**11.15. Interpretation.** Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

**11.16. Transfer.** This Agreement is personal to you and you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else. We may transfer or assign our rights licenses, interests and / or our obligations at any time, including as part of a merger, acquisition or other corporate reorganisation involving Hitscrypto.com, provided that this transfer or assignment does not materially impact the quality of the Hitscrypto.com Services you receive.

**11.17. Invalidity.** If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision.

**11.18. Enforcement of Our Rights.** We may not always strictly enforce our rights under this Agreement. If we do this, it will be just a temporary measure and we may enforce our rights strictly again at any time.

**11.19. Language.** This Agreement and any information or notifications that you or we are to provide should be in English. Any translation of this Agreement or other documents is provided for your convenience only. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.

**11.20. Survival.** All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the sections relating to suspension or termination, Hitscrypto.com Account cancellation, debts owed to Hitscrypto, general use of the Hitscrypto.com Site, disputes with Hitscrypto, and general provisions, will continue to be binding and operate after the termination or expiration of this Agreement.

**11.21. Governing Law and jurisdiction.** The website is operated by Open Digital Services Limited OÜ reg. no. 14733137. This Agreement will be governed by Estonian law and the jurisdiction of the Estonian courts.

## APPENDICES

### APPENDIX 1: PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE



## **Prohibited Use**

You may not use your Hitscrypto.com Account to engage in the following categories of activity (“Prohibited Uses”). The specific types of use listed below are representative, but not exhaustive. By opening a Hitscrypto.com Account, you confirm that you will not use your Account to do any of the following:

**Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Hitscrypto.com conducts business, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.

**Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Hitscrypto.com Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Hitscrypto.com Site, other Hitscrypto Accounts, computer systems or networks connected to the Hitscrypto.com Site, through password mining or any other means; use Hitscrypto Account information of another party to access or use the Hitscrypto.com Site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user’s Hitscrypto Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Hitscrypto.com.

**Abuse Other Users:** Interfere with another individual’s or entity’s access to or use of any Hitscrypto.com Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Hitscrypto.com Site about others, including without limitation email addresses, without proper consent.

**Fraud:** Activity which operates to defraud Hitscrypto.com, Hitscrypto.com users, or any other person; provide any false, inaccurate, or misleading information to Hitscrypto.com.

## **Prohibited Businesses**

In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from Hitscrypto.com Services (“Prohibited Businesses”). Most Prohibited Businesses categories are imposed by Card Network rules or the requirements of our banking providers or processors. The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Hitscrypto Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact through our Contact Page or Help Center.

By opening a Hitscrypto.com Account, you confirm that you will not use Hitscrypto Services in connection with any of following businesses, activities, practices, or item.

- **Unlicensed Investment and Credit Services:** Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; unlicensed investment schemes.
- **Restricted Financial Services:** Check cashing, bail bonds; collections agencies.

- Intellectual Property or Proprietary Rights Infringement: Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.
- Counterfeit or Unauthorized Goods: Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.
- Regulated Products and Services, without the Associated License: including marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials.
- Drugs and Drug Paraphernalia: Sale of narcotics and controlled substances, including substances designed to mimic illegal drugs.
- Pseudo-Pharmaceuticals: Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.
- Illegal Adult Content and Services: Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features.
- Illegal or Unlicensed Gambling and Gaming Services; sites offering any such gambling and/or gaming services.
- Multi-level Marketing: Pyramid schemes, network marketing, and referral marketing programs.
- Unfair, predatory or deceptive practices: Investment opportunities or other services that promise high rewards, including ICO's; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.
- High risk businesses: any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.

## **Conditional Use**

Express written consent and approval from Hitscrypto.com must be obtained prior to using Hitscrypto Services for the following categories of business and/or use ("Conditional Uses"). Consent may be requested by contacting us at our Contact Page. Hitscrypto.com may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use Hitscrypto Services in connection with any of following businesses, activities, or practices: Money Services: Money transmitters, Digital Currency transmitters; currency or Digital Currency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Hitscrypto Services. Charities: Acceptance of donations for nonprofit enterprise. Religious/Spiritual Organizations: Operation of a for-profit religious or spiritual organization.