

Hi! Welcome to Bitcoiva, a digital asset platform operated by and proprietary to Bitcoiva\_\_\_private Limited, an Indian company (doing business as: Bitcoiva Exchange). You agree and understand that by signing up to Bitcoiva and opening an account, you are agreeing to enter into this user agreement (the “User Agreement”) by and between you and Bitcoiva Company, and be legally bound by its terms and conditions, so please read them carefully. Please also note that there may be specific terms or conditions applicable to you as a user in a given jurisdiction, as detailed herein. If any term or condition of this User Agreement is unacceptable to you, please do not visit, access, or use Bitcoiva. Use of the words “we,” “us,” or “our” in this User Agreement refers to Bitcoiva Company, and any or all of its affiliates.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING THE "CREATE ACCOUNT" BUTTON OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE.

### **Master Summary of Terms of Service**

This summary of our Terms of Service offers you an overview of the key terms that apply to your use of our website, trading and other services. While we hope this summary section is helpful, you should read the **complete Terms of Service** below since they provide important information about how our services work. Please note that we refer to our online service where you can execute trades and access our services as "**Bitcoiva**".

*Bitcoiva provides you with a platform that matches your trades with open orders from other users of our services at your direction. Users are not able to predetermine a trade with a particular user or with a particular account. Additionally, an order may be partially filled or may be filled by multiple matching orders.*

- **Our Services**

Bitcoiva provides you with a simple and convenient way to trade legal tender (such as INR) for digital assets (such as bitcoins and solana) and vice versa, and to trade one type of digital asset for another type of digital asset. You may also use our Services to purchase and sell digital assets directly from and to us. Additionally, the range of services available to you will depend in part upon the country or India of which you are a resident and from which you access Bitcoiva.

- **Eligibility and Acceptable Use**

You must meet certain **eligibility** criteria to use Bitcoiva. For instance, you must be an adult and there are certain locations from which you may not be able to use some or all of Bitcoiva. Additionally, there are certain things you cannot do when using Bitcoiva, such as engage in illegal activities, lie, or do anything that would cause damage to our services or systems. Please see the **acceptable use section** for more details. By signing up to Bitcoiva and opening an account, you represent and affirm that you are at least 18 years old as an individual, have the legal capacity to enter into this User Agreement by and between you and Bitcoiva Company, and agree to be legally bound by the terms and conditions of this User Agreement in their entirety.

- **Trading Risks and Disclaimers**

Engaging in any trade can be financially risky, and there can be higher financial risks if you engage in any **margin transactions**, use any other sophisticated **trading options**, or trade in digital assets that are subject to volatile market price movements. Please don't use Bitcoiva if you do not understand these **risks** and **enter into trades only when you understand the trading option you are using, the characteristics of the digital asset you intend to trade, and the potential financial risk of loss** trading them entails

- **Other Important Legal Terms**

There are important legal terms provided below in the complete Terms of Service, including your indemnification responsibilities, our limitation of liability and warranty disclaimers, and your agreement to arbitrate most disputes. Please take the time to read these terms carefully. You can always contact us through support if you have any questions at Contact us page on Bitcoiva.com

*As used herein, "Digital Asset" means a digital asset (also called a "cryptocurrency," "virtual currency," "digital currency," or "virtual commodity"), such as bitcoin or ether, which is a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network.*

## **1. Complete Terms of Service:**

These Terms of Service and any terms expressly incorporated herein ("Terms") apply to your access to and use of the websites and mobile applications provided by Bitcoiva, Inc. and its wholly owned subsidiaries (collectively, "Bitcoiva", "we", or "us"), and the trading, direct sale, staking and other services provided by Bitcoiva as described in these Terms. (collectively, our "Services").

Our products and services may be provided through other operating entities that are related to Bitcoiva.

- **Key Definitions**

Capitalized terms not otherwise defined in these Terms will have the following meaning:

- 1) "**External Account**" means any Financial Account or Digital Asset Account: (i) from which you may load Funds into your Bitcoiva Account, and (ii) to which you may transfer Funds from your Bitcoiva Account.
- 2) "**Financial Account**" means any financial account of which you are the beneficial owner that is maintained by a third party outside of the Services, including, but not limited to third-party payment service accounts or accounts maintained by third party financial institutions.
- 3) "**Funds**" means Digital Asset and/or Legal Tender.
- 4) "**Legal Tender**" means any national currency, such as INR, that may be used in connection with a purchase or sale of Digital Assets via the Services, and does not include any Digital Asset.
- 5) "**Bitcoiva Account**" means a user account accessible via the Services where Funds may be stored by Bitcoiva on behalf of a user.
- 6) "**Digital Asset**" means bitcoins, ripples and other digital assets that may be purchased, sold or traded via the Services.
- 7) "**Digital Asset Account**" means any Digital Asset address or account owned, controlled or operated by you that is maintained outside of the Services, and is not owned, controlled or operated by Bitcoiva.

## **2. Eligibility**

Bitcoiva may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain foreign jurisdictions ("Restricted Locations"). If you are registering to use the Services on behalf of a legal entity, you

represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf. You further represent and warrant that you: (a) are of legal age to form a binding contract (at least 18 years old in India); (b) have not previously been suspended or removed from using our Services; (c) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party; (d) are not located in, under the control of, or a national or resident of (i) any Restricted Locations, or (ii) any country to which Indian has embargoed goods or services; (e) are not identified as a "Specially Designated National;" (f) are not placed on the Interpol's Denied Persons List; and (g) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms. Bitcoiva may condition your access or continued access to certain Services (or features of those Services), such as by imposing eligibility requirements. Bitcoiva will keep you informed of these on its website. Bitcoiva may require, on an ongoing basis, that you demonstrate to us that you continue to meet these requirements. Bitcoiva's decisions with respect to eligibility are final.

### **3. Bitcoiva Account limitations per person**

- 1) Number of Bitcoiva Accounts. Bitcoiva may, in its sole discretion, limit the number of Bitcoiva Accounts that you may hold, maintain or acquire.
- 2) Bitcoiva Account information and security. In order to engage in any trades via the Services, you must create a Bitcoiva Account and provide any requested information. When you create a Bitcoiva Account, you agree to: (a) create a strong password that you do not use for any other website or online service; (b) provide accurate and truthful information; (c) maintain and promptly update your Bitcoiva Account information; (d) maintain the security of your Bitcoiva Account by protecting your password and restricting access to your Bitcoiva Account; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your Bitcoiva Account; and (f) take responsibility for all activities that occur under your Bitcoiva Account and accept all risks of any authorized or unauthorized access to your Bitcoiva Account, to the maximum extent permitted by law.

### **4. Privacy Notice**

Please refer to our Privacy Notice for information about how we collect, use and share your information.

### **5. General Obligations**

General Obligations applies to: (i) all trades completed via the Services, (ii) your purchase and/or sale of Digital Assets directly from Bitcoiva via the Services, and (iii) any

transaction in which you load Funds into your Bitcoiva Account from your External Account or transfer Funds from your Bitcoiva Account into an External Account.

**1) Conditions and Restrictions.** We may, at any time and in our sole discretion, refuse any trade submitted via the Services, impose limits on the trade amount permitted via the Services or impose any other conditions or restrictions upon your use of the Services for funding your Bitcoiva Account or for trading without prior notice. For example, we may limit the number of open orders that you may establish via the Services or we may restrict trades from certain locations.

**2) Accuracy of Information.** You must provide any information required when creating a Bitcoiva Account or when prompted by any screen displayed within the Services. You represent and warrant that any information you provide via the Services is accurate and complete.

**3) Cancellations.** You may only cancel an order initiated via the Services if such cancellation occurs before Bitcoiva executes the transaction. Once your order has been executed, you may not change, withdraw or cancel your authorization for Bitcoiva to complete such a transaction. If an order has been partially filled, you may cancel the unfilled remainder unless the order relates to a market trade. We reserve the right to refuse any cancellation request associated with a market order once you have submitted such an order. In contrast to exchange orders, all trades are irreversible once initiated. While we may, at our sole discretion, reverse a trade, if possible, under certain extraordinary conditions, a customer does not have a right to a reversal of a trade.

**4) Insufficient Funds.** If you have an insufficient amount of Funds in your Bitcoiva Account to complete an order via the Services, we may cancel the entire order or may fulfill a partial order using the amount of Funds currently available in your Bitcoiva Account, less any fees owed to Bitcoiva in connection with our execution of the trade.

**5) Taxes.** It is your complete responsibility to determine what, if any, taxes apply to the trades you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Bitcoiva is not responsible for determining whether taxes apply to your trades or for collecting, reporting, withholding or remitting any taxes arising from any trades.

## **6. Bitcoiva Account Funds**

- 1) Funding your Bitcoiva Account.** In order to complete an order or trade via the Services, you must first load Funds to your Bitcoiva Account using one of the approved External Accounts identified via the Services. You may be required to verify that you control the External Account that you use to load Funds to your Bitcoiva Account. As further described herein, you may be charged fees by the External Account you use to fund your Bitcoiva Account. Bitcoiva is not responsible for any External Account fees or for the management and security of any External Account. You are solely responsible for your use of any External Account, and you agree to comply with all terms and conditions applicable to any External Account. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and Bitcoiva makes no guarantee regarding the amount of time it may take to load Funds into your Bitcoiva Account.

About Funds Held In Your Bitcoiva Account - Be advised that fiat funds held in your Bitcoiva account are exclusively for the purchase of Digital Assets or withdrawal to your approved External Account. Proceeds from the sale of Digital Assets will be credited to your fiat account, less any transactional or other fees. Furthermore, be advised that Bitcoiva does not pay interest on free fiat balances held in your account. Digital Assets Only Accounts - If you have opened a Bitcoiva Account designated as Digital Assets Only, you may only fund your account with digital assets. Bitcoiva will not accept fiat to fund a Digital Assets Only Account. If fiat is transmitted to fund such an account, it will be returned to the sender, less applicable transfer fees.

- 2) **Transferring Funds to an External Account.** Provided that the balance of Funds in your Bitcoiva Account is greater than any minimum balance requirements needed to satisfy any of your open positions, and subject to the restrictions set forth herein, you may transfer any amount of Funds, up to the total amount of Funds in your Bitcoiva Account in excess of such minimum balance requirements, from your Bitcoiva Account to an External Account, less any fees charged by Bitcoiva for such transactions.
- 3) **Load/Transfer Authorization.** When you request that we load Funds into your Bitcoiva Account from your External Account or request that we transfer Funds to your External Account from your Bitcoiva Account, you authorize Bitcoiva to execute such transaction via the Services.
- 4) **Rejected Transactions.** In some cases, the External Account may reject your Funds or may otherwise be unavailable to receive your Funds. You agree that you will not hold Bitcoiva liable whatsoever for any damages resulting from such rejected transactions.

## 7. Exchange Orders and Trades

This Section applies only when you use the Services to trade Digital Assets for Legal Tender or vice versa, or to trade Digital Assets for another form of Digital Assets.

- 1) **Authorization.** When you submit a new order via the Services, you authorize Bitcoiva to execute a transaction in accordance with such order on a spot basis and charge you any applicable fees.
- 2) **Independent relationship.** You acknowledge and agree that: (a) Bitcoiva is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to you by Bitcoiva shall be considered or construed as advice.
- 3) **Trade confirmation.** Once the Services execute your trade, a confirmation will be electronically made available via the Services detailing the particulars of the trade. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such trade.
- 4) **Trade options.** Please refer to the **Trading Guidelines stated in the website and / or in Terms**, for information about the terminology used in connection with the trading options made available via the Services. If you do not understand the meaning of any trade option, we strongly encourage you not to utilize any of those options.
- 5) **Market rates.** If you select a market trade, Bitcoiva will attempt, on a commercially reasonable basis, to execute the trade on or close to the prevailing market exchange rate, as defined via the Services. You acknowledge and agree that the exchange rate information made available via our Services may differ from prevailing exchange rates made available via other sources outside of the Services.

6) **Market volatility.** Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Digital Assets or Legal Tender, the actual market rate at which a market order or trade is executed may be different from the prevailing rate indicated via the Services at the time of your order or trade. You understand that we are not liable for any such price fluctuations. In the event of a market disruption or Force Majeure event, Bitcoiva may do one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any actions via the Services, including closing any open positions. Following any such event, when trading resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

7) **Trade Settlement.** Subject to the terms and conditions in these Terms, we will use commercially reasonable efforts to settle trades on a spot basis within two (2) days of the date upon which users have agreed to execute a trade via the Services.

## 8) **Margin Transactions.**

1) In accordance with and subject to conditions herein, as part of the Services you may receive from Bitcoiva extensions of margin in the form of Digital Assets or Legal Tender ("margin transactions") to use to make spot purchases and sales of Digital Assets on the Bitcoiva exchange.

2) You acknowledge, represent, warrant and agree that, prior to receiving an extension of margin from Bitcoiva, you will have read our **Margin Disclosure Statement** mentioned in the website and general terms herein, understand the risks involved with margin transactions, and have determined that purchasing and selling Digital Assets with the use of margin is appropriate for you.

3) Margin transactions on the Bitcoiva exchange are made available under the following terms:

1. *Margin Account.* Bitcoiva agrees to establish for your benefit and in your name a platform for you to receive Legal Tender and Digital Assets from Bitcoiva to make spot trades through your Bitcoiva Account (your "Margin Account"). Your Margin Account is a component of your Bitcoiva Account.

2. *Margin Extensions and Trades.*

- *Subject to the Terms, Bitcoiva agrees to provide to you, and you may obtain from and return to Bitcoiva from time to time, Funds to support spot transactions (each such provision of Funds, a "Margin Extension"). No Margin Extension will occur unless you meet or exceed any minimum balance requirements imposed by Bitcoiva for your Margin Account. Moreover, notwithstanding anything to the contrary herein, Bitcoiva is under no obligation to make any Margin Extensions to you and may decline a request to initiate a Margin Extension in its sole discretion.*

- *When you use a Margin Extension to effectuate a spot transaction, you are entering into a spot Digital Asset purchase or sale transaction with one or more third-party trader(s) on the Bitcoiva exchange (each a "Counterparty"). For example, you might use INR Margin Extension from Bitcoiva to buy bitcoin from a Counterparty. In executing such spot transactions, Bitcoiva facilitates the*

transfer of ownership of the applicable Funds from the Counterparty to you (such Funds -- e.g., the bitcoin in the preceding example -- "Received Assets") by registering you as the owner of the Received Assets on Bitcoiva's internal book-entry system.

- If you are not (or are no longer) eligible to receive Margin Extensions, each of your then-existing Margin Extensions will become due and must be terminated: (i) on or before the 30th day after such Margin Extension was made; or (ii) immediately upon loss of eligibility if such Margin Extension was made earlier than 30 days prior to the date on which you were no longer eligible. If you do not terminate your Margin Extensions in full within the required time period, then Bitcoiva may treat their Margin Obligation Period as expired.

3. *Received Assets.* All Received Assets are custodial assets held by Bitcoiva for your benefit, as described in further detail below:

- **Ownership.** Title to Received Assets shall at all times remain with you and shall not transfer to Bitcoiva, except as provided herein. As the owner of the Received Assets in your Bitcoiva Account, you bear all risk of loss of such Received Assets. None of the Received Assets in your Bitcoiva Account are the property of Bitcoiva. Bitcoiva does not represent or treat Received Assets in your Bitcoiva Account as belonging to Bitcoiva. Except as required by a valid court order, or except as provided herein, Bitcoiva will not sell, transfer, loan, hypothecate or otherwise alienate Received Assets in your Bitcoiva Account unless instructed by you or as otherwise authorized by these Terms. For the avoidance of doubt, Bitcoiva makes no warranty that Digital Assets in your Bitcoiva Account (including Received Assets) are held by you free and clear of any security interest or other lien or encumbrance.

- **Control.** You control the Received Assets held in your Bitcoiva Account. At any time, subject to outages, downtime, and other applicable policies and the restrictions described herein, you may withdraw your Received Assets by transferring them to an External Account.

4. *Terminating Margin Extensions.* To terminate a Margin Extension, you must transfer sufficient Funds from your Bitcoiva Account to Bitcoiva through the Services. The Funds you use to terminate a Margin Extension must be the same asset type as the denomination of the Margin Extension (for example, you must terminate a bitcoin-denominated Margin Extension by transferring bitcoin from your Bitcoiva Account to Bitcoiva through the Services). You may terminate a Margin Extension by either: (i) directing immediately available Funds in your Bitcoiva Account to Bitcoiva; or (ii) selling requisite Collateral Assets (as defined below) or other assets in your Bitcoiva Account on the Bitcoiva exchange and applying the proceeds to the termination of the corresponding Margin Extension. Prior to satisfying the corresponding Margin Extension pursuant to the preceding sentence, Received Assets and requisite Collateral Assets may not be otherwise transferred to an External Account or traded on the Bitcoiva exchange.

5. *Restrictions on your Bitcoiva Account subject to satisfaction of your Margin Extension obligations.*

- You agree to maintain in your Bitcoiva Account, at all times during the term of a Margin Extension, a specified minimum amount of Funds approved by Bitcoiva to qualify as collateral ("Collateral Assets"). This minimum amount of

*Collateral Assets (the "Maintenance Margin Requirement"). This minimum amount of Collateral Assets (the "Maintenance Margin Requirement") will be defined through the Services and you will be notified of any changes to the Maintenance Margin Requirement prior to those changes taking effect. Such notice shall indicate the effective date for those changes.*

- *A list of assets approved by Bitcoiva to be eligible as Collateral Assets will be defined through the Services and certain Digital Assets may only be valued as collateral on a discounted basis. You will be notified of any changes to the list of eligible Collateral Assets or discounts applied to the valuation thereof prior to those changes taking effect. Such notice shall indicate the effective date for those changes.*

- *For purposes of calculating your compliance with the Maintenance Margin Requirement, Bitcoiva will calculate (subject to any discounts) the market value of Collateral Assets on a continuous basis based on the prevailing value of each Digital Asset on one or more Digital Asset exchanges, including those operated by Bitcoiva. Bitcoiva has discretion to select Digital Asset exchanges for purposes of calculating this market value that Bitcoiva, in its reasonable judgment, believes offers a reasonable valuation of a Digital Asset.*

- *You hereby authorize and instruct Bitcoiva, in the event the value of your Collateral Assets falls below the Maintenance Margin Requirement, to, without further notice to you: (a) place a market order on the Bitcoiva exchange, on your behalf, to sell your Received Assets and apply the proceeds towards terminating your Margin Extension(s); and/or (b) liquidate such other Funds in your account in the manner and amount practicable, in Bitcoiva's reasonable discretion, to terminate the Margin Extension either in full, or in an amount sufficient, in Bitcoiva's reasonable discretion, to restore the value of your Collateral Assets to an amount equal to or exceeding the Maintenance Margin Requirement.*

*6. Margin Obligation Period. The last day of a Margin Extension's "Margin Obligation Period" is the date on which that Margin Extension is due and must be terminated. Generally, the "Margin Obligation Period" of a Margin Extension is the 365th day after the date that it is made. However, we may, in our sole discretion, modify any or all existing and/or future Margin Obligation Periods (i) in accordance with any information we make available on our website or provide to you in any other manner; or otherwise in connection with our exercise of any of our rights and obligations under these Terms. You may not request extensions to any Margin Obligation Period. We are not required to contact you prior to the expiration of the Margin Obligation Period. You hereby authorize and instruct Bitcoiva, in the event you do not terminate your Margin Extension in full prior to the expiration of the Margin Obligation Period, to, without further notice to you: (a) place a market order on the Bitcoiva exchange, on your behalf, to sell your Received Assets and apply the proceeds to the termination of the Margin Extension; and/or (b) liquidate such other Funds in your account, in the manner and amount practicable, in Bitcoiva's reasonable discretion, to terminate the Margin Extension in full.*

*7. Payment of Fees; Default.*

- Fees charged on and in connection with any Margin Extension shall be at the applicable rates and methods of computation specified in the **Fee Schedule** (the "Margin Fees"). If at any time and for any reason, the Margin Fees on any Margin Extension made under these Terms exceeds the maximum rates permitted to be charged by Bitcoiva to you under applicable law, the parties hereto agree that the Margin Fees shall be reduced automatically to the maximum rates permitted to be charged under applicable law.
- Upon your failure to satisfy the Maintenance Margin Requirement, to make any payment of fees, including Margin Fees, when due or to terminate a Margin Extension when required, or upon otherwise materially breaching this clause, your Margin Extensions shall be immediately due and must be terminated (and any accrued and unpaid fees thereon and any fees and costs of collection must be paid) and, to the extent permitted by applicable law and in addition to any other remedies available to it, Bitcoiva, in its sole discretion, may apply the proceeds from the sale of any Digital Assets in your Margin Account, whether such Digital Assets are considered Collateral Assets as defined in the Terms or not, first to the payment of any outstanding fees, commissions, charges or other expenses then due to Bitcoiva, and then to the termination of your Margin Extensions. If your Bitcoiva Account balance becomes negative, you agree to pay the amount of Funds owed to Bitcoiva within 48 hours. You may not trade on a negative Bitcoiva Account.

8. *Discontinuance of Margin Extension Services.* In exercising its rights mentioned herein after, Bitcoiva may, irrespective of any Margin Obligation Period for any outstanding Margin Extension, cease making available Margin Extensions for certain Digital Assets or Legal Tender for any or all users. You hereby authorize and instruct Bitcoiva, without notice to you, as of the date that Bitcoiva elects, to: (a) liquidate your Received Assets, in the manner practicable, in Bitcoiva's reasonable discretion, and apply the proceeds to the termination of the Margin Extension; and/or (b) liquidate such other Funds in your account, in the manner and amount practicable, in Bitcoiva's reasonable discretion, to terminate the Margin Extension in full.

## 8. Risk Disclosure

1. **Trading risks.** You acknowledge and agree that you shall access and use the Services at your own risk. The risk of loss in trading Digital Asset pairs and Digital Asset and Legal Tender pairs can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. You should be aware of the following points:
  - You may sustain a total loss of the Funds in your Bitcoiva Account, and, in some cases, you may incur losses beyond such Funds.
  - Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit or there is insufficient liquidity in the market.
  - Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.
  - All Digital Asset positions involve risk, and a "spread" position may not be less risky than an outright "long" or "short" position.

- The use of leverage can work against you as well as for you and can lead to large losses as well as gains. Refer to our **Margin Disclosure Statement** for more information about the unique and specific risks involved with margin transactions.

**ALL OF THE POINTS NOTED ABOVE APPLY TO ALL DIGITAL ASSET PAIR AND DIGITAL ASSET AND LEGAL TENDER PAIR TRADING. THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS ASSOCIATED WITH THESE TRADES.**

2. **Internet transmission risks.** You acknowledge that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Bitcoiva shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading via the Services, however caused.

## 9. Digital Asset Terms of Sale

This Section applies only when you use the Services to purchase or sell Digital Assets directly from Bitcoiva, a service available in limited jurisdictions only.

- **Prices; Availability.** All prices reflect the exchange rates applicable to the purchase or sale of Digital Assets using the Legal Tender or alternative form of Digital Assets identified in your purchase order. All Digital Asset sales and purchases by Bitcoiva are subject to availability, and we reserve the right to discontinue the sale and purchase of Digital Assets without notice.
- **Purchase Quotes.** Prior to completing your purchase or sale of Digital Assets from Bitcoiva, we will provide notice of the amount of Digital Assets you intend to purchase or sell and the amount of Funds you will be required to pay to Bitcoiva to receive such Digital Assets or Legal Tender. You agree to comply with any terms and conditions provided within such notice to complete your purchase transaction.
- **Errors.** In the event of an error, whether via our Services, in a purchase order confirmation, in processing your purchase, or otherwise, we reserve the right to correct such error and revise your purchase transaction accordingly (including charging the correct price) or to cancel the purchase and refund any amount received. Your sole remedy in the event of an error is to cancel your purchase order and obtain a refund of any amount charged.
- **Payment Method.** Only valid payment methods specified by us may be used to purchase Digital Assets. By placing an order to purchase Digital Assets from Bitcoiva, you represent and warrant that (a) you are authorized to use the designated payment method and (b) you authorize us, or our payment processor, to charge your designated payment method. If the payment method you designate cannot be verified, is invalid or is otherwise not acceptable, your purchase order may be suspended or cancelled automatically. You agree to resolve any problems we encounter in order to proceed with your purchase order.
- **No Returns or Refunds.** All sales and purchases of Digital Assets by Bitcoiva via the Services are final. We do not accept any returns or provide refunds for your purchase of Digital Assets from Bitcoiva, except as otherwise provided in these Terms.

## 10. Fees

- **Amount of Fees.** In addition to the fees specified in clause 7 above, you agree to pay Bitcoiva the fees for trades completed via our Services ("Fees") as made available via the Fees and Pair Info ("Fee Schedule") on website, which we may change from time to time. Changes to the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule to the Services, and will apply prospectively to any trades that take place following the effective date of such revised Fee Schedule.
- **Third-Party Fees.** In addition to the Fees, your External Account may impose fees in connection with your use of your designated External Account via the Services. Any fees imposed by your External Account provider will not be reflected on the transaction screens containing information regarding applicable Fees. You are solely responsible for paying any fees imposed by an External Account provider.
- **Payment of Fees.** You authorize us, or our designated payment processor, to charge or deduct your Bitcoiva Account Funds for any applicable Fees owed in connection with trades you complete via the Services.
- **Collection-Related Costs.** If you fail to pay Fees or any other amounts owed to Bitcoiva under these Terms and Bitcoiva refers your account(s) to a third party for collection, then Bitcoiva will charge you the lesser of an 18% collection fee or the maximum percentage permitted by applicable law, to cover Bitcoiva's collection-related costs.

## 11. Electronic Notices

- **Consent to Electronic Delivery.** You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that Bitcoiva provides in connection with your Bitcoiva Account and/or use of the Bitcoiva Services. You agree that Bitcoiva may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal messaging, data and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact us through email support to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below).
- **Hardware and Software Requirements.** In order to access and retain electronic Communications, you will need a computer with an Internet connection that has a current web browser with cookies enabled and 128-bit encryption. You will also need to have a valid email address on file with Bitcoiva and have sufficient storage space to save past Communications or an installed printer to print them.
- **Withdrawal of Consent.** You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support. If you decline or withdraw consent to receive electronic Communications, Bitcoiva may suspend or terminate your use of the Services. Unsubscribe requests submitted **on general email** may take up to 10 business days to process.
- **Requesting Paper Copies.** If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 30 days after the date we provided the Communication to you by contacting support. In order for us to send paper copies to you, you must have a current street address on file with

Bitcoiva. Please note that Bitcoiva operates exclusively online and it is very burdensome for us to produce paper copies of Communications. Therefore, if you request paper copies, you understand and agree that Bitcoiva may charge you a processing fee, in the amount described in the **Fee Schedule**, for each page of Communication requested.

- **Updating Contact Information.** It is your responsibility to keep your email address and/or mobile phone number on file with Bitcoiva up to date so that Bitcoiva can communicate with you electronically. You understand and agree that if Bitcoiva sends you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Bitcoiva will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Bitcoiva to your email address book so that you will be able to receive the Communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into your Bitcoiva Account or by sending such information to support. If your email address or mobile phone number becomes invalid such that electronic Communications sent to you by Bitcoiva are returned, Bitcoiva may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address or mobile phone number from you.

## **12. Unclaimed Property**

If for any reason Bitcoiva is holding Funds in your Bitcoiva Account on your behalf, and Bitcoiva is unable to return your Funds to your designated External Account after a period of inactivity, then Bitcoiva may report and remit such Funds in accordance with applicable state unclaimed property laws.

## **13. Acceptable Use**

When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not: Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

- Use our Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- Use or attempt to use another user's account without authorization;
- Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
- Develop any third-party applications that interact with our Services without our prior written consent;
- Provide false, inaccurate, or misleading information; and
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

## **14. Feedback**

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding Bitcoiva or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of Bitcoiva. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

## **15. Copyrights and Other Intellectual Property Rights**

Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, the Bitcoiva or Bitcoiva logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "**Bitcoiva Materials**") are the proprietary property of Bitcoiva or our licensors or suppliers and are protected by India and international copyright laws and other intellectual property rights laws. We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the Bitcoiva Materials for your personal or internal business use. Such license is subject to these Terms and does not permit (a) any resale of the Bitcoiva Materials; (b) the distribution, public performance or public display of any Bitcoiva Materials; (c) modifying or otherwise making any derivative uses of the Bitcoiva Materials, or any portion thereof; or (d) any use of the Bitcoiva Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services.

## **16. Trademarks**

"Bitcoiva," "Bitcoiva," the Bitcoiva logo, the Bitcoiva logo and any other Bitcoiva product or service names, logos or slogans that may appear on our Services are trademarks of Bitcoiva, in India and in other countries, and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any trademark, product or service name of Bitcoiva without our prior written permission, including without limitation any metatags or other "hidden text" utilizing any trademark, product or service name of Bitcoiva. In addition, the look and feel of our Services, including all

page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Bitcoiva and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through our Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

### **17. Third-Party Content**

In using our Services, you may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook and Twitter links ("Third-Party Content"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

### **18. Suspension; Termination**

In the event of any Force Majeure Event, breach of these Terms, or any other event that would make provision of the Services commercially unreasonable for Bitcoiva, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services. We may terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Bitcoiva Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any term of these Terms. In the event of termination, Bitcoiva will attempt to return any Funds stored in your Bitcoiva Account not otherwise owed to Bitcoiva, unless Bitcoiva believes you have committed fraud, negligence or other misconduct.

### **19. Discontinuance of Services**

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

### **20. Disclaimer of Warranties**

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY US, OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND,

WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN. YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

## **21. Limitation of Liability**

- EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL BITCOIVA, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE BITCOIVA MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM BITCOIVA, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO Bitcoiva'S RECORDS, PROGRAMS OR SERVICES.

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

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

## 22. Indemnity

You agree to defend, indemnify and hold harmless bitcoiva (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, our Services; (b) any Feedback you provide; (c) your violation of these Terms; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

## 23. Applicable Law; Arbitration

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

You and Bitcoiva agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. **ARBITRATION PREVENTS YOU FROM SUING IN COURT.** You and Bitcoiva agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to Bitcoiva shall be sent to support@bitcoiva.com. You and Bitcoiva further agree: (a) to attempt informal resolution prior to any demand for arbitration; (b) that any arbitration will occur in India; (c) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of Arbitration Conciliation Act of India; and (d) that the state or federal courts in India have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of India and applicable Indian law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Bitcoiva will not commence against the other a class action, class arbitration or representative action or proceeding.

## 24. Miscellaneous

- **Entire Agreement; Order of Precedence.** These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with Bitcoiva for the Services or for any other Bitcoiva product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with Bitcoiva, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.
- **Amendment.** We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion, by posting the amended Terms via the applicable Bitcoiva websites and mobile applications or by communicating these changes through any written or other contact method we have established with you and updating the "Last

Updated" date at the top of these Terms. The amended Terms will be effective immediately thereafter and your use of the Services following the date on which such amended Terms are published will constitute consent to such amendments.

- **Waiver.** Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.
- **Severability.** The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.
- **Force Majeure Events.** Bitcoiva shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond Bitcoiva's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Bitcoiva's reasonable control (each, a "**Force Majeure Event**").
- **Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Bitcoiva, including by operation of law or in connection with any change of control. Bitcoiva may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.
- **Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.
- **Survival.** Clauses - (Eligibility), (Bitcoiva Account), (Risk Disclosure), (Fees), (Unclaimed Property), (Feedback), (Copyrights), (Trademarks), (Third-Party Content), (Disclaimer of Warranties), (Limitation of Liability); (Indemnity), (Applicable Law; Arbitration) and this clause (Miscellaneous) shall survive any termination or expiration of these Terms.

## **25. Jurisdiction-specific legal Disclosures**

Bitcoiva maintains licenses and registrations in certain jurisdictions to provide you our Services. These licenses or registrations may impact our provision and your use of our services depending on where you live or are domiciled. Information regarding certain of Bitcoiva's licenses and registrations, or lack thereof, and corresponding disclosures can be found on the Bitcoiva website pages, which is incorporated into these Terms by reference. By creating a Bitcoiva account, you acknowledge that you have read, understand and agree to those disclosures that are applicable to you.