

# TERMS AND CONDITIONS

## GENERAL TERMS AND CONDITIONS OF USE

Last updated: 14.11.2017

It is important to us that you, and all visitors to our Website [www.btcxe.com](http://www.btcxe.com), have the best possible experience while using our Website, and that you are fully aware of your rights and obligations. Therefore, we have created these Terms of Service as the legally binding terms to govern your use of this Website. Please read these General Terms and Conditions of Use before using the site because they affect your legal rights and obligations.

These General Terms and Conditions of Use (the "Agreement") together with our privacy policy constitute a legal and binding agreement covering the use and provision of Block Technology Ltd services whether on the site or through any other means ("Service" or "Services") by Block Technology Ltd, registered in Malta at 135, NOUV MT, Kyle Buildings, Triq il-Mediterran, St. Julians STJ1870 ("Block Technology Ltd" or "us" or "our" or "we") to you as an individual customer of Block Technology Ltd ("you" or "your").

Please read this Agreement carefully before using [www.btcxe.com](http://www.btcxe.com) by using the service, you agree to become bound by the terms and conditions of this Agreement.

### ***Your Acceptance of Terms***

If you do not agree with any of these terms of this Agreement please do not use this site, by using this site you will be deemed to have irrevocably agreed to these terms. Please note that this Agreement may be revised and reissued without notice at any time. You should visit this page regularly to review the current Agreement terms, since your continued use of the site will be deemed as irrevocable acceptance of any revisions.

### **1. DEFINITIONS**

1.1 In this Agreement: "Applicable Law" means any laws or the terms and conditions of any license, permit, consent or authorisation in any jurisdiction which are applicable to either us or to you or the performance or use of the Services as supplied hereunder, anywhere in the world, as the case may be, from time to time during the period of validity of this Agreement.

1.2 All other terms shall have the meaning as ascribed therein.

## **2. ABOUT BLOCK TECHNOLOGY LTD AND TERMS OF SERVICES SUPPLIED**

- 2.1 We are an electronic platform that buys and sells bitcoins and provides bitcoin processing services for merchants; we also operate and maintain bitcoin wallets.
- 2.2 We may provide you with the following services (the "Services"):
  - 2.2.1 you will be able to exchange fiat for bitcoin with us or vice versa ("Exchange Service"),
  - 2.2.2 we may host a bitcoin account that allows you to store, track, transfer and manage your bitcoins and account information and through which Block Technology Ltd can facilitate bitcoin transactions pursuant to instructions submitted by you or authorised entity to Block Technology Ltd ("Wallet Service").
  - 2.2.3 Note that multiple or linked accounts are not permitted, and we may shut down without notice any accounts which have any suspicious or fraudulent patterns associated with their account, or with a number of accounts. You may only act on your own behalf. Your account can not be used to act as an intermediary or broker for any person or entity. You may only use your own account to trade at Block Technology Ltd and you may only use one user account at a time. You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access Block Technology Ltd. You are not allowed to sell, borrow, share or otherwise make available your account or any detail necessary to access your account to people or entities other than yourself.
  - 2.2.4 Your account must not contain misleading or fraudulent information, including, but not limited to having a non-personal phone number, creating fake reputation information for your account, faking your country of origin or providing fraudulent identification documents. We may at any time require you to complete our ID verification process and may also require you to submit additional identification documents to Block Technology Ltd if we deem it necessary. Failing to complete ID verification will be considered a breach of this Agreement.
  - 2.2.5 We may close, suspend, or limit your access to your account or to other Services we offer, and/or limit access to your Bitcoin balance for up to 180 days (or longer if pursuant to a court order or other legal process) if you violate these terms of Agreement or any other Agreement you enter into with Block Technology Ltd.

- 2.2.6 We may also use proprietary fraud and risk modelling when assessing the risk associated with your account. If we determine that you have at any previous point in time violated this Agreement or any other agreement that you have entered into with us we will immediately close, suspend or limit your account and Bitcoin balance as per the terms outlined in this agreement.
- 2.3 You authorise us to receive, hold and disburse funds on your behalf and to take any and all actions that we think are necessary or desirable to provide the Services and to comply with Applicable Law.

### **3. REGISTRATION OF ACCOUNT**

- 3.1 In order to use the Services, you must open an account with Block Technology Ltd. When you open an account, we will ask you for contact information, including your name, mailing address, phone number, email address, and website details. The information that you provide at the time of account opening must be accurate and complete, and you must inform us in a timely fashion of any changes to such information and ensure that all information held by us is true, accurate and complete. We may require additional information or documentation about you such as, for instance, your date of birth, tax identification number or government-issued identification, and we may also obtain information about you from third parties, such as credit bureaus and identity verification services. We have the right to reject your account registration, or to later close your account with Block Technology Ltd, if you do not provide us with accurate, complete and satisfactory information or otherwise for reasons at the sole discretion of Block Technology Ltd.
- 3.2 If your business enters into what we deem to be a higher-risk or higher volume category then your application will be dealt with by one of our allocated personnel who will contact you to progress your application. In this case, details on the shareholder and ultimate beneficial owners as well as all directors and relevant documentation of any licenses permits and authorisations will also be required. Note that our due diligence processes will be more extensive for such businesses/users and we would invite you to cooperate with the relevant requirements. This will be subject to a separate agreement including fee structure.
- 3.3 It is entirely at our discretion whether we accept your application to open an account with Block Technology Ltd. Although we make efforts to inform you of the reason for any refusal to open an account for you, we are not bound to do so nor to provide you with any further details. The same applies with respect to maintaining an account which is open and functional with Block Technology Ltd.

#### **4. IDENTITY VERIFICATION**

- 4.1 In order to use certain features of the Services, including certain transfers of bitcoin and/or currency, you may be required to provide Block Technology Ltd with certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, passport copy, utility bills or acceptable proof of address and information regarding your bank account (e.g., financial institution, account type, routing number, and account number). Block Technology Ltd may also require you to answer certain questions or take actions in order to verify your identity, provide the Services to you, or comply with Applicable Law. In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update Block Technology Ltd if any information changes. You hereby authorise Block Technology Ltd to, directly or through third parties, (i) make any inquiries we consider necessary to verify your identity and/or account information, and (ii) request and obtain any consumer report, credit report or similar information relating to you and to take action we reasonably deem necessary based on the results of such inquiries and reports, and hereby authorise any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.
- 4.2 You accept full responsibility for ensuring that your activities are legal in the jurisdiction in which you are located. Block Technology Ltd accepts no liability with respect thereto.
- 4.3 You further confirm that you are not located in the United States of America, and confirm that you shall be prohibited from using our services in the event that you are so located.

#### **5. REPRESENTATIONS AND WARRANTIES**

- 5.1 Your use of the Services is subject to several important restrictions. Specifically, you represent and warrant to us that:
  - 5.1.1 you have the requisite authority and capacity to enter into this Agreement;
  - 5.1.2 you have the right, power and authority, and have taken all action necessary, to execute, deliver and exercise your rights and perform your obligations under this Agreement;
  - 5.1.3 your obligations under these Terms represent valid and binding obligations enforceable against you in accordance with this Agreement;

- 5.1.4 the execution of this Agreement by you and the performance by you of your obligations and duties hereunder and in relation to the Services do not violate the terms of any other agreement to which it is a party or by which it is otherwise bound;
- 5.1.5 your use of the Services will not contravene any Applicable Law;
- 5.1.6 your use of the Service will not relate to sales or purchases of (i) narcotics, research chemicals or any controlled substances, (ii) cash or cash equivalents, including derivatives, (iii) items that infringe or violate any copyright or trademark, (iv) ammunition, firearms, explosives, weapons or knives regulated under applicable law, or (v) any services which compete with Block Technology Ltd;
- 5.1.7 your use of the Services will not relate to transactions that (i) show the personal information of third parties in violation of Applicable Law, (ii) support pyramid or Ponzi schemes, matrix programs or other “get rich quick” schemes, (iii) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, or (iv) provide credit repair or debt settlement services; and
- 5.1.8 your use of the Services will not involve gambling or any other activity with an entry fee and a prize, including, without limitation casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, and sweepstakes, unless you have obtained our prior approval, or in the event that you are a company that you hold all requisite permits and licenses to offer such gambling and betting, and you (and/or your customers) are located exclusively in jurisdictions where such activities are permitted by law.

## **6. OUR RIGHT TO REJECT**

- 6.1 We reserve the right to decline to process a sale or trade if we believe that it violates this Agreement or would expose us, you, other customers, purchasers, or other parties to harm. If we reasonably suspect that your account with Block Technology Ltd has been used for an illegal purpose, you authorise us to share information about you, your account with Block Technology Ltd, and your account activity with any law enforcement agency.

## **7. OUR RIGHT TO INSPECT**

- 7.1 We may ask for permission to inspect your business location, in connection with your use of the Services or specific transactions. If you refuse our request, we

may suspend or terminate your Block Technology Ltd account without further notice.

## **8. YOUR USE OF THIRD PARTY SERVICES**

- 8.1 In using the Website or the Services, you may be offered services, products and promotions provided by third parties. If you decide to use these third-party services, you do so at your own risk and you are solely responsible for reviewing, understanding and complying with the associated terms and conditions. We expressly disclaim any liability for the third-party services and are not responsible for the performance of the third-party services or suppliers.

## **9. SECURITY**

- 9.1 We have implemented security measures designed to secure your information from accidental loss and from unauthorised access, use, alteration or disclosure. However, we cannot guarantee that unauthorised persons will never gain access to your information, and you acknowledge that you provide your information at your own risk, except as otherwise provided by Applicable Law.

## **10. HOW WE COLLECT, USE AND SHARE INFORMATION**

- 10.1 In order to provide the Services, we may share information about you and your account with Block Technology Ltd with third parties, including but not limited to your bank and purchasers. Please refer to our privacy policy for further information on how your data is collected, stored, used and shared.

## **11. OUR OWNERSHIPS OF THE SERVICES AND THE WEBSITE**

- 11.1 You agree and acknowledge that we own all right, title and interest to and in the Services, the associated software, technology tools and content, the Website, the content displayed on the Website, and other materials produced by and related to Block Technology Ltd (collectively, the "Block Technology Ltd IP"). You are only permitted to use the Services and the Block Technology Ltd IP to accept and receive payments, according to this Agreement. When you accept the Terms, we grant you a personal, limited, revocable and non-transferable licence to use the Block Technology Ltd IP, without the right to sub-license. You shall not rent, lease, sub-license, distribute, transfer, copy, reproduce, download, display, modify or timeshare the Block Technology Ltd IP or any portion thereof, or use the Block Technology Ltd IP as a component of or a base for products or services prepared for commercial sale, sub-license, lease, access or distribution.

## **12. SUBMISSIONS, POSTINGS AND EMAILS**

Block Technology Ltd is always interested in hearing from you. It is, however, our policy that we will not accept or consider unsolicited submissions of concepts, stories, or other potential content. Therefore, please do not send Block Technology Ltd any unsolicited submissions. From time to time, areas on this site may expressly request submissions of concepts, stories, or other potential content from you. Where this is the case, please carefully read any specific rules or other terms and conditions which appear elsewhere on this site to govern those submissions, since they will affect your legal rights. If no Additional Terms govern those submissions, then this Agreement will apply in full to any submissions you make.

Please act responsibly when using this site. You may only use this site and its contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing or transmitting any unlawful material through this Site. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a third party claims that material you have contributed to the Site is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted (other than by [www.btcxe.com](http://www.btcxe.com)) or privately transmitted on or through this site are the sole responsibility of the sender, not [www.btcxe.com](http://www.btcxe.com), and that you are responsible for all material you upload, post or otherwise transmit to or through this site.

We at Block Technology Ltd require that you do not post emails or submit to or publish through Forums or otherwise make available on this site any content, or act in a way, which in our opinion:

- a. libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- b. seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- c. infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- d. violates any law or may be considered to violate any law;
- e. you do not have the right to transmit under any contractual or other relationship (e.g., inside information, proprietary or confidential information received in the context of an employment or a non-disclosure agreement);
- f. advocates or promotes illegal activity;
- g. impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;

- h. advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests,
- i. solicits funds, advertisers or sponsors;
- j. includes programs which contain viruses, worms and/or 'Trojan horses' or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- k. disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via the Site;
- l. copies any other pages or images on this site except with appropriate authority;
- m. includes MP3 format files;
- n. amounts to a 'pyramid' or similar scheme;
- o. amounts to 'data warehousing' (i.e., using any web space made available to you as storage for large files which are only linked from other sites). You must provide a reasonable amount of content to accompany such material in order that at least some of the traffic to your site comes directly via us;
- p. disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this Site; or contains links to other sites that contain the kind of content, which falls within the descriptions above.

In addition, you are prohibited from removing any sponsorship banners or other material inserted by Block Technology Ltd anywhere on this Site (e.g., on any web space made available for your use).

### **13. COMPUTER VIRUSES**

- 13.1 We shall not bear any liability, whatsoever, 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 Block Technology Ltd. Always log into your account with Block Technology Ltd through the Website to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

### **14. EXCHANGE SERVICES**



- 14.1 Where you trade bitcoin with us we will present to you a price for bitcoin. If you proceed with the purchase of bitcoin then the transaction is irreversible. You are able to pay for the bitcoins using a number of methods, of which involves the use of third party payment service providers. We bear no responsibility for any malfunction, delay or other issues relating to those third parties and the adequacy of their services. Once we receive confirmation of payment to us then you will immediately have access to your bitcoins in your wallet. You agree not to reverse any transaction for the purchase of bitcoins, such as by recalling a transfer or initiating a chargeback. Instances of reversals by you will be treated seriously and we reserve the right to close your account, seize any bitcoins left to mitigate our losses and, where necessary, take legal action against you to recover any losses we incur as a result of your reversal of a transaction.
- 14.2 You agree that the price of bitcoin is volatile and that we do not provide a guarantee on the value of bitcoins. You appreciate that bitcoin is a high risk digital asset when deciding to purchase or deal in bitcoins and use our services. We bear no responsibility for any losses you may incur as a result of the price volatility of bitcoin.

## **15. PAYMENT INSTRUMENT VERIFICATION**

15.1 From time to time, we will require to verify that you are authorised to use this card. To do that, we will charge two secret amounts, which will be visible on your card account statement. We will require you to retrieve the numeric value of these two secret transaction by accessing your transaction list by either telephone, mobile or internet banking. Please locate the two transactions from "xxxxxxxxxx merchant name" and note the value of each transaction. The two random transactions, which form a secret that only you can access, will sum to the amount that you have agreed to fund from your card. Please provide the numeric value of these two transactions when prompted.

15.2 The amount that we charge to your card (the "Funding Amount") may be charged as a single authorisation and capture, or, it may be charged as two authorisations and two captures, or, it may be charged as one authorisation and two captures. In any of the foregoing cases, the total amount charged to your card shall not differ from the agreed 'Funding Amount' to which you consented when providing your card details. The two amounts charged comprise one random amount and a balancing amount, that together sum to the Funding Amount. The random amount may be used by us as a means to verify that you are authorised to present and use the card for card not present transactions, as only the person authorised to use the card will have access to the value of the random amount, usually by accessing either internet, mobile or telephone banking from their card issuer. The two transactions are to be treated as partial pre-payment transactions under the applicable card scheme rules, and upon provision of the random amount by

You to our Payment Service Provider (xxxxxxx insert acquirer details), the conditions for supply of our services will have deemed to have been met, and You will have authorised payment in full to the value of the Funding Amount.

For terms and conditions of the iSignthis service, please refer to

<https://www.isignthis.com/legal-and-privacy-notice/>

For help, please see <https://www.isignthis.com/help/>

## **16. FEES**

- 16.1 We charge a processing fee on all transactions. The proceeds payable to you will equal the amount of the invoice (assuming that we have received the full amount of the invoice from the purchaser), unless you agree to accept less than the amount of the invoice, minus the processing fee. We reserve the right to change our fees and will give you 30 calendar days' prior notice of any fee increase. Your continued use of the Services after we notify you of any increase in our fees constitutes your acceptance of such change. The current fee is 1.95% of the transaction volume. Note that if you are a high risk merchant then your application will be handled separately and the applicable fee structure will be different to that stated on the Website.
- 16.2 Where we offer a discount or promotion (Promotions) in respect of our fees, we are not bound to maintain such Promotions and we may withdraw the same at any time at our discretion.
- 16.3 You will pay our fees on such basis and with such frequency as we request.

## **17. METHODS OF SETTLEMENT**

- 17.1 We will clear the payments over the bitcoin peer-to-peer payment network and post the balance to your accounting ledger, according to your preference settings. The debits and credits to your accounting ledger are funds temporarily held by Block Technology Ltd until settlement to your bank account can take place. You can receive a settlement in your local currency, in bitcoins, or in a mixture of both. You assume volatility risks of the currency in which you choose to be settled. If you choose to keep bitcoins, then you assume the volatility risk of the bitcoin value.

## **18. REFUND PROCEDURES**

- 18.1 In the event that you wish to issue a refund to a purchaser/Merchant, Block Technology Ltd can handle this on your behalf. You can decide to issue a partial refund or the full amount of the initial purchase. You can also decide whether to issue the original amount of the invoice in your local currency or in the number of

bitcoins paid. If you do not have enough funds in your account with Block Technology Ltd to cover the refund, Block Technology Ltd may require you to deposit bitcoins into your account with Block Technology Ltd to cover the refund to the purchaser. Any required currency conversion during the refund process will be calculated at a spot rate available at the time. Under no circumstances do we guarantee a refund of bitcoin at the same price at which the bitcoins were originally exchanged for with the Merchant.

## **19. ACCOUNT TERMINATION**

- 19.1 You may close your account with Block Technology Ltd at any time. You will still be obligated to us for any fees incurred before the closure and we will remit to you funds not yet paid to you and associated with pre-closure sales. If your account balance is below our documented minimum transfer amount, you may be responsible for any transactions fees that may be incurred in the funds transfer.
- 19.2 We may terminate this Agreement and close your account, at our discretion, at any time, upon notice to you via email or phone communication. We may also suspend your access to the Services if we suspect that you have failed to comply with this Agreement, pose an unacceptable fraud risk to us, or if you provide any false, incomplete, inaccurate or misleading information. We will not be liable to you for any losses that you incur in connection with our closure or suspension of your account.
- 19.3 If your account with Block Technology Ltd is closed, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Services, (c) that the licence provided under this Agreement shall end, (d) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, but reserve the right to retain any information which is required in order to comply with Applicable Laws; and (e) that we shall not be liable to you or any third party for termination of access to the Services or for deletion of your information or account data.

## **20. INDEMNIFICATION**

- 20.1 You agree to indemnify Block Technology Ltd, its affiliated and related entities, and any of its officers, directors, employees, agents, joint venturers and representatives from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind (including, without limitation, costs, expenses, and lawyers' fees) arising out of, relating to, or incurred in connection with any claim, complaint, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set

forth in this Agreement; (b) your wrongful or improper use of the Services; (c) the products or services sold by you through the Services, including but not limited to any claims for false advertising, product defects, personal injury, death or property damage; or (d) any other party's access or use of the Services with your account information.

## **21. NO WARRANTIES**

21.1 We provide the Services on an "as is" and "as available" basis, and your use of the Services is at your own risk. To the maximum extent permitted by Applicable Law, we provide the Services without warranties of any kind, whether express or implied (including, without limitation, warranties of merchantability, fitness for a particular purpose, or non-infringement). Without limiting the foregoing, we do not warrant that the Services (and our Website): will operate error-free or that defects or errors will be corrected; will meet your requirements or will be available, uninterrupted or secure at any particular time or location; are free from viruses or other harmful content. We do not endorse, warrant, guarantee or assume responsibility for any product or service offered or advertised by a third party through the Services or through our Website, and we will not be a party to nor monitor any interactions between you and third-party providers of products or services.

## **22. LIMITATION OF LIABILITY**

22.1 In no event will we be liable to you or any third party for any direct, indirect, special, incidental, consequential, exemplary or punitive damages or any loss, theft, disappearance, or damages for lost profits, lost revenues, lost data or other intangible losses that result from the use of, inability to use, or unavailability of the Services, regardless of the form of action and whether or not we knew that such damage may have been incurred. In no event will we be liable to you or any third party for any damage, loss or injury resulting from hacking, tampering, virus transmission or other unauthorised access or use of the Services, your account with Block Technology Ltd, or any information contained therein. In no event will our liability for any damages arising in connection with the Services exceed the fees earned by us in connection with your use of the Services during the 6 month period immediately preceding the event giving rise to the claim for liability. The foregoing limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

## **23. DISPUTES WITH BLOCK TECHNOLOGY LTD**

23.1 If you think we have made an error, contact us at [support@btcxe.com](mailto:support@btcxe.com) or write to us at the address supplied above. In your correspondence, you must give us

information sufficient to identify you, your account with Block Technology Ltd, and the transaction on which you believe an error occurred. You must contact us within 30 days after the transaction occurred. We will use our best efforts to either correct the error or explain to you why we believe the transaction was correct within 30 days of receiving your request.

- 23.2 You agree that any claim you may have arising out of or related to your relationship with Block Technology Ltd must be filed within one year after such claim arose; otherwise, your claim is permanently time-barred.

#### **24. TAXES**

- 24.1 You are solely responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection your use of our software and services ("Taxes"). You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

#### **25. ASSIGNMENT**

- 25.1 You may not transfer or assign this Agreement, or any rights granted by this Agreement. You agree and acknowledge that we may assign or transfer this Agreement.

#### **26. CONFIDENTIALITY**

- 26.1 If you receive information about another user through the Services, you must keep the information confidential and only use it in connection with the 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 Services.

#### **27. AMENDMENT**

- 27.1 We may update or change this Agreement and other policies on this site from time to time. Except as otherwise provided in this Agreement, we will notify you of any changes by electronic mail or by posting a link to the amended Terms on our website. If you continue to use the Services after we provide notice of such changes, your continued use constitutes an acceptance of the amended Terms

and an agreement to be bound by them. If you do not agree to the amended Terms, you must close your account with Block Technology Ltd and discontinue your use of the Services.

## **28. WAIVERS**

28.1 Our failure to assert any right or provision in this Agreement shall not constitute a waiver of such right or provision, and no waiver of any term shall be deemed a further or continuing waiver of such or other term.

## **29. NOTICES**

29.1 You agree to accept communications from us in an electronic format, and agree that all terms, conditions, agreements, notices, disclosures or other communications that we provide to you electronically will be considered to be “in writing.”

## **30. FORCE MAJEURE**

30.1 Neither you nor we will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including without limitation any of the following: act of God, governmental act, war, riots, non-performance of our vendors or suppliers, fire, flood, explosion or civil commotion.

## **31. SEVERABILITY**

31.1 Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule, or regulation, such determination will not affect the validity or enforceability of any other provision of this Agreement.

## **32. SURVIVAL**

32.1 All provisions of this Agreement, which by their nature extend beyond the expiration or termination of this Agreement, shall survive the termination or expiration of this Agreement.

## **33. ENTIRE AGREEMENT**

33.1 This Agreement, including the Privacy Policy referenced herein, represent the entire agreement between us and you with respect to the matters contained therein. Headings are included for convenience only, and shall not be considered in interpreting this Agreement.

#### **34. GOVERNING LAW**

34.1 This Agreement, and all non-contractual obligations arising from them, shall be governed by, and construed in accordance with the laws of Malta.

34.2 The Parties irrevocably agree that the courts of Malta shall have exclusive jurisdiction to settle any claim, dispute or difference concerning this Agreement and any matter arising therefore (the "Proceedings") and waive the right to object to Proceedings in such courts whether on the grounds that the Proceedings have been brought in an inconvenient forum or otherwise.

#### **35. PRIVACY POLICY**

35.1 Please see our Privacy Policy for information regarding how we collect and use information. The Privacy Policy is part of this Agreement, so please make sure that you read it.

You agree that by clicking "Start using Block Technology Ltd wallet" that you have the authority to accept the Terms and to bind you, and you acknowledge and agree that you: (a) have read and understand the Terms; (b) intend to form a legally binding contract; and (c) will abide by all the Terms.

#### **ADDENDUM FOR CREDIT CARD PURCHASES**

We use third party services and such third party's affiliates services which enable you to place monetary deposits and perform transfer of payments within our website by making use of your existing credit card (as and if available and applicable) (the "Service" and the "Third Party Service Provider"). The Services do not include any additional service, and such third party services do not include providing and/or depositing the applicable cryptocurrency at your account.

We may share and transfer (including cross border transfer) Personal Information with the Third Party Service Provider for the purpose of rendering the Services which will be made to our website via the use of your credit card. The Personal Information will be shared with the Third Party Service Provider after you elect to execute such monetary payments by using the Services of the Third Party Service Provider. For the purpose of this section, Personal Information shall include information that identifies or may identify

you, including the information submitted by you through the registration form when you subscribe to the website such as your E-mail address, password, country and city and/or information provided through social websites or any other identifying information provided by you while using the services of our website.

In addition, we may transfer any Non-Personal Information provided by you through your use of the services on our website to the Third Party Service Provider in order to allow the Third Party Service Provider to perform preliminary examinations of Non-personal Information for the purpose of determining if you are qualified to use the services of such Third Party Service Provider (including the history of your transactions on the website which will be provided without any identifying information and solely for the purpose of performing the preliminary examinations).

By accepting these terms, you represent that any and all information you provide us is true and accurate. Any false or fraudulent information and/or use of the services rendered to you is prohibited.

You are not obligated by law to provide us and/or the Third Party Service Provider with any Personal Information. You hereby acknowledge and agree that you are providing us and/or the Third Party Service Provider with Personal Information at his/her own free will, for the purposes of rendering the Services.