

LIGHTBIT GENERAL TERMS

Last Updated: 21 June 2023

The following terms and conditions of service, together with any other documents expressly incorporated herein, (collectively, the "**Terms**") constitute an agreement between you ("**you**", "**your**" or "**User**") and Lightbit, UAB, a company incorporated and registered in the Republic of Lithuania (company number 306162827,) ("**Lightbit**", "**we**", "**our**" or "**us**"), and apply to your use of:

- (A) any over the counter ("**OTC**") and/or Digital Asset custodial services that may be offered to you by us specified in the Schedules;
- (B) the LIGHTBIT Application Programming Interface ("**API**"); and
- (C) any other services offered through the LIGHTBIT website (www.lightbit.co) (the "**Site**") or any Mobile Application, (together, the "**Services**").

Lightbit provides the Services hereunder as a registered virtual currency exchange operator and custodian virtual currency wallet operator supervised by Lithuanian Financial Crime Investigation Service ("**FCIS**")

By registering for a Platform account ("**Account**") or using the Services, you confirm that you have read, understand and accept the Terms, including these General Terms, OTC Terms, Custodial Terms, Risk Disclosures and Privacy Policy and you acknowledge and agree that you will be bound by and comply with the Terms. Do not proceed with registering for an Account, or using the Services, if you do not understand and accept the Terms in their entirety.

Section 14 (Right to change, suspend or discontinue Services) and Section 15 (Updates to Terms) set out the terms on which we may, from time to time, change, suspend, or discontinue any aspect of the Services and amend any part of the Terms.

Our Services are not offered to Restricted Persons (as defined in Section 2.3.1(B) below) or persons who have their registered office or place of residence in the United States of America or any Restricted Territory (as defined in Section 2.3.1(A) below).

1. STRUCTURE OF TERMS

1.1 The Terms comprise:

- 1.1.1 the general terms and conditions set out below, in Sections 1 (Structure of Terms) to 31 (General), and in Schedule 1 (Definitions and Interpretation), which apply

- generally to you, your registration and use of an Account, and your use of the Services ("**General Terms**");
- 1.1.2 the OTC Terms, Custodial Terms and Risk Disclosures; and
 - 1.1.3 the policies, schedules and other documents of Lightbit and its Affiliates incorporated by reference into the Terms, including our Privacy Policy ("**LIGHTBIT Policies**").

Please note that once you click the "Agree" button at the bottom of the page, indicating your consent and agreement to be bound by these General Terms.

2. APPLICABLE LAWS AND REGULATIONS

2.1 Compliance with Applicable Laws

- 2.1.1 You agree and understand that by opening an Account and using the Services in any capacity, you shall act in compliance with all Applicable Laws. Failure to do so may result in the suspension of your ability to use the Services or the closure of your Account.
- 2.1.2 Without limitation to the above, your access to and use of your Account and the Services, and the receipt of any fee discounts and rebates, is subject to your continued compliance with all Applicable Laws, including the rules and directions of any applicable Regulatory Authority and, without limitation, all applicable tax, anti-money laundering ("**AML**") and counter-terrorist financing ("**CTF**") laws and regulations.

2.2 AML and CTF procedures

Our AML and CTF procedures are guided by all applicable rules and regulations regarding AML and CTF. These standards are designed to prevent the use of the Platform for money laundering or terrorist financing activities. We take compliance very seriously and it is our policy to take the necessary steps that we believe appropriate to prohibit fraudulent transactions, report suspicious activities, and actively engage in the prevention of money laundering and terrorist financing, as well as any related acts that facilitate money laundering, terrorist financing or any other financial crimes.

2.3 Export controls, international sanctions and restrictive measure

- 2.3.1 The Services are subject to all applicable export control restrictions, international sanctions and restrictive measures and, by using the Services, you represent that your actions are not in violation of such export control restrictions, international sanctions and restrictive measures. Without limiting the foregoing, you may not use the Services if:

- (A) you are in a prohibited jurisdiction as set forth at [www.lightbit.co/documentation/as may be amended from time to time](http://www.lightbit.co/documentation/as_may_be_amended_from_time_to_time) ("**Restricted Territories**");
- (B) you are subject to of any economic or financial sanctions, trade embargo or other restrictive measures applied, administered or implemented by the Republic of Lithuania, the United Nations Organisation, the European Union, the United States of America or the United Kingdom or agencies/institutions of any of these states/organisations ("**Restricted Persons**");
- (C) you intend to transact with any Restricted Territories or Restricted Persons;
- (D) you are located, incorporated or otherwise established in, or a citizen or resident of a jurisdiction where it would be illegal under Applicable Law for you (by reason of your nationality, domicile, citizenship, residence or otherwise) to access or use the Services; or
- (E) the publication or availability of the Services in the jurisdiction in which you are based is prohibited or contrary to local law or regulation or could subject Lightbit to any local registration or licensing requirements.

2.3.2 We may, in our sole discretion, implement controls to restrict access to and use of the Services in any of the Restricted Territories or in any of the circumstances referred to in Section 2.3.1 above. If we determine that you are accessing or using the Services from any Restricted Territory, or any of the circumstances referred to in Section 2.3.1 above apply, we may suspend your ability to use the Services or close your Account at our discretion.

3. ELIGIBILITY

3.1 In order to be eligible to open an Account or use the Services (and to enter into the Terms), you must meet (and you represent and warrant that you do meet), the following eligibility criteria:

3.1.1 If you are an individual, you must be at least 18 years of age, have the capacity to accept the Terms, and not have been previously suspended or removed from access to the Services or any other service or product offered by Lightbit or any of its Affiliates, and are otherwise eligible to use the Services under Applicable Law.

3.1.2 If you are registering to use the Services on behalf of a legal entity, then:

- (A) you must be duly authorised by such legal entity to act on its behalf for the purpose of entering into the Terms;

- (B) the legal entity must be duly organised and validly existing under the laws of the jurisdiction of its organisation; and
 - (C) the legal entity must not have been (and each of its Affiliates must not have been) previously suspended or removed from access to the Services or any other service or product offered by Lightbit or any of its Affiliates and must be otherwise eligible to use the Services under Applicable Law.
- 3.1.3 You have not: violated; been fined, debarred, sanctioned, the subject of economic sanctions-related restrictions, or otherwise penalised under; received any oral or written notice from any government concerning actual or possible violation by you under; or received any other report that you are the subject or target of sanctions, restrictions, penalties, or enforcement action or investigation under, any Applicable Law (including but not limited to AML, CTF, anti-corruption, or economic sanctions laws).
- 3.1.4 You do not have your registered office or place of residence in the United States of America or any Restricted Territory.
- 3.1.5 You are not a Restricted Person nor are you a resident of a Restricted Territory; and
- 3.1.6 You will not be using the Services for any illegal activity including, but not limited to, those Restricted Activities listed in Section 9 below.
- 3.1.7 If we determine that you do not fulfil any of the above criteria, then we may suspend your ability to use the Services or close your Account at our sole and absolute discretion.

4. REGISTRATION PROCESS; IDENTITY VERIFICATION

- 4.1 When registering your Account, you must provide complete, accurate, up-to-date and not misleading information for all required elements on the registration page, including your full legal name. You also agree to provide us, when registering an Account and on an ongoing basis, with any additional information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime, including without limitation a copy of your government issued photo ID or evidence of residency such as a lease or utility bill. You permit us to keep a record of such information and authorise us to make any enquiries, directly or through third parties that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take any action we reasonably deem necessary based on the results of such inquiries. When we carry out these enquiries, you acknowledge and agree that your personal information may be disclosed

to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.

- 4.2 In certain circumstances, we may require you to submit additional information about yourself, your business, your source of wealth, or your transactions, provide records, and complete other verification steps (such process, "**Enhanced Due Diligence**").
- 4.3 You represent and warrant that any and all information provided to us in connection with registering your Account, using the Services, pursuant to the Terms or otherwise is complete, accurate, up-to-date and not misleading in any respect. If any such information changes, it is your obligation to update such information as soon as possible and provide such updates to us.
- 4.4 Your access to the Services and the limits that apply to your use of the Services may be altered as a result of information collected about you on an ongoing basis.
- 4.5 If any (or we suspect that any) of the information that you have provided to us is not complete, accurate, up-to-date or misleading in any respect, or you fail to provide updates to any information that you have provided to us to ensure that it is complete, accurate, up to-date and not misleading in any respect on a timely basis, we may suspend your ability to use the Services or close your Account at our sole and absolute discretion.
- 4.6 We reserve the right to maintain your Account registration information after you close your Account for business and regulatory compliance purposes, subject to Applicable Laws.

5. YOUR ACCOUNT; SECURITY OF USER INFORMATION

- 5.1 You may access your Account (and the Services) directly via the Site or by such other mode of access (including but not limited to through the APIs) as Lightbit may prescribe from time to time, using the account names, User IDs, passwords, and other security features ("**User Credentials and Security Passwords**") made available to you by Lightbit for the purposes of enabling you to access your Account (and the Services). You are responsible for maintaining the confidentiality and security of any and all User Credentials and Security Passwords, which includes the enabling of all relevant security features. You are responsible for keeping your email address up to date in your Account profile.
- 5.2 You are only permitted to access your Account using your own User Credentials and Security Passwords. You must ensure that your Account is not used by any other third party and you must not share your User Credentials and Security Passwords with any third party. You are solely responsible for all activity on your Account.

- 5.3 You agree to notify Lightbit immediately if you become aware of any breach of security, loss, theft or unauthorised use of your User Credentials and Security Passwords, or unauthorised use of the Services via your Account, or any other breach of security regarding the Services. Lightbit will not be liable for any loss or damage arising from your failure to protect your Account or your User information. It is important that you regularly check your Account balance and your transaction history to ensure any unauthorised transactions or incorrect transactions are identified and notified to us at the earliest possible opportunity.
- 5.4 Lightbit reserves the right to suspend your ability to use the Services or close your Account if we suspect that the person logged into your Account is not you or we become aware of or suspect that there has been any breach of security, loss, theft or unauthorised use of your User Credentials and Security Passwords.
- 5.5 In order to access your Account (and the Services) you must have the necessary equipment (such as a computer or smartphone) and access to the Internet. You are solely responsible for your own hardware used to access the Services and are solely liable for the integrity and proper storage of any data associated with the Services that is stored on your own hardware. You are responsible for taking appropriate action to protect your hardware and data from viruses and malicious software, and any inappropriate material. Except as provided by Applicable Law, you are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our Services. Neither Lightbit nor any other Indemnified Party shall be liable to you: (i) in the event that your hardware fails, is damaged or destroyed or any records or data stored on your hardware are corrupted or lost for any reason; (ii) for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack; or (iii) for your use of the Internet to connect to the Services or any technical problems, system failures, malfunctions, communication line failures, high internet traffic or demand, related issues, security breaches or any similar technical problems or defects experienced.

6. ACCOUNT FUNDING

6.1 Funding - General

- 6.1.1 In order to fund your Account and begin transacting in Digital Assets using the Platform, you must first procure Digital Assets (or deposit Digital Assets that you already own into your Account) and/or load fiat currency into your Account.
- 6.1.2 You agree to comply with the following procedures in relation to loading fiat currency into your Account:

- 6.1.2.1 you initiate a transfer of fiat currency to your Account, providing any necessary details such as reference numbers or memo fields to ensure proper attribution;
 - 6.1.2.2 Lightbit monitors the incoming transfer of fiat currency and credits your Account with the appropriate amount once the funds are verified and authorized by Lightbit;
 - 6.1.2.3 an email is sent by us to your email address registered with your Account confirming the successful transfer of fiat currency into your Account subject to our verification and authorization procedures; and
 - 6.1.2.4 you are solely responsible for resolving any errors or issues that arise due to your mistakes, including but not limited to typographical errors or transferring funds to the wrong account. You also agree to indemnify us against any losses or damages that may occur as a result of such mistakes.
- 6.1.3 You should be aware that Lightbit: (i) may not support the loading into and/or storing of fiat currency in your Account in all jurisdictions; and (ii) does not support the use of all fiat currencies. A partial list of fiat currencies supported by Lightbit can be found at www.lightbit.co/documentation/. This list may be amended from time to time by Lightbit at its sole and absolute discretion.

6.2 Digital Assets

- 6.2.1 The Platform supports deposits and withdrawals of certain Digital Assets. You agree to comply with the following procedures in relation to loading Digital Assets into your Account:
- You may deposit Digital Assets that you already own into your Account by generating a wallet address within your Account and sending your Digital Assets to such wallet address, after which they should appear in your Account balance.
- 6.2.2 You may purchase Digital Assets in exchange for certain supported fiat currencies (depending on your location) by linking a valid payment method to your Account. In such circumstances, you authorise us to debit the relevant amount of fiat currency using your selected payment method(s) to complete your purchase.
- 6.2.3 You may sell Digital Assets in exchange for certain supported fiat currencies (depending on your location). In such circumstances, you authorise us to debit your Account and to send instructions to credit your selected payment method(s) in settlement of sell transactions.
- 6.2.4 Lightbit makes no representations or warranties regarding the amount of time, transaction fees or other requirements that may be required to complete the transfer of your Digital Assets to or from a third party wallet or other source and for said Digital Assets to become available in your Account.

6.2.5 All Digital Assets are held in your Account on the following basis:

- (A) Title to your Digital Assets shall at all times remain with you and shall not transfer to Lightbit. As the owner of Digital Assets in your Account, you shall bear all risk of loss of such Digital Assets. Lightbit shall have no liability for fluctuations in the fiat currency value of Digital Assets held in your Account.
- (B) None of the Digital Assets in your Account are the property of, or shall or may be loaned to, Lightbit; Lightbit does not represent or treat Digital Assets in User's Accounts as belonging to Lightbit.
- (C) You control the Digital Assets held in your Account. At any time, subject to outages, downtime, and other applicable policies (including the Terms), you may withdraw your Digital Assets by sending them to a different blockchain address controlled by you or a third party.

6.2.6 Lightbit is under no obligation to issue any replacement Digital Asset in the event that any Digital Asset, password or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

6.2.7 It is your responsibility to ensure that you send all Digital Assets, to the correct address provided for that particular Digital Asset, including with respect to any Digital Assets that you send to the Platform. If you send a Digital Asset to an address that does not correspond to that exact Digital Asset (such as an address not associated with your Account or the specific Digital Asset sent), such Digital Asset may be lost forever. By sending any Digital Assets to the Platform, you attest that you will only send a supported Digital Asset to the Platform wallet address provided to you. For example, if you select an Ethereum Platform wallet address to receive funds, you attest that you are initiating an inbound transfer of Ethereum alone, and not any other forms of Digital Assets. You agree that LIGHTBIT incurs no obligation whatsoever with regards to sending unsupported Digital Assets to an address provided to you on the Platform. Similarly, if you send a Digital Asset from your Account to an external address that does not correspond to that exact Digital Asset, such Digital Asset may be lost forever.

6.2.8 You assume all liability for any Losses incurred as a result of sending Digital Assets to an incorrect address (such as typos, errors, copy-paste attacks, or an address not associated with your Account, or an address not associated with the specific Digital Asset). You are solely liable for verifying the accuracy of any external wallet address, and the identity of the recipient. All outbound transfers of Digital Assets cannot be reversed once they are broadcast to the underlying blockchain network. Lightbit does not control any blockchain network and cannot guarantee that any transfer will be confirmed or transferred successfully by the network. Lightbit is not responsible for

any losses or for taking any actions to attempt to recover any lost, stolen, misdirected or irrecoverable Digital Assets. If the Digital Assets are recoverable, we may in our sole discretion attempt to recover them, but such recovery efforts are in no way guaranteed. Please be aware that if you attempt to deposit ETH to your Account by sending it via a smart contract, your ETH may not be automatically credited, and may take time to recover, and may not be recovered at all.

- 6.2.9 When you elect to transfer Digital Assets from your Account to a third party wallet address or other location, it is always possible that the party administering the new location may reject your transfer or that the transfer may fail due to technical or other issues affecting the Platform. You agree that you shall not hold Lightbit liable for any damages arising from a rejected or failed transfer.
- 6.2.10 You hereby represent and warrant to us that any Digital Assets used by you in connection with the Services (including any Digital Assets used to fund your Account) are either owned by you or that you are validly authorised to carry out transactions using such Digital Assets, and that all transactions initiated with your Account are for your own Account and not on behalf of any other person.
- 6.2.11 It is your responsibility entirely to provide us with correct details of any withdrawal address. We accept no liability resulting in you or any third party not receiving Digital Assets withdrawn by you due to you providing incorrect, erroneous, incompatible or out-of-date details.

6.3 Fiat currency

- 6.3.1 Where specified on the Site or in a Schedule, and depending on your location, the Platform may support various fiat currencies for deposit, withdrawal, and/or trading, using wire transfers, credit cards, or other appropriate methods. Once we receive fiat currency that you load into your Account, this amount will be displayed in your Account. Fiat currency held in your Account will not earn any interest.
- 6.3.2 You may purchase Digital Assets by using fiat currency credited to your Account (depending on your location). To carry out a Digital Asset purchase using fiat currency, you must follow the relevant instructions on the Site. You authorise us to debit fiat currency from your Account to complete your purchase. Although we will attempt to deliver Digital Assets to you as promptly as possible, fiat currency may be debited from your Account before Digital Assets are delivered to your Account.
- 6.3.3 You may sell Digital Assets in exchange for certain fiat currencies (depending on your location). To carry out a Digital Asset sale, you must follow the relevant instructions on the Site and/or the Schedules. You authorise us to debit Digital Assets from your Account and send instructions to credit your Account with the relevant amount of fiat currency.

- 6.3.4 You may redeem all or part of any fiat currency held in your Account at any time subject to outages, downtime, and other applicable policies (including the Terms), by selecting the relevant option in the Site and following the instructions. Unless agreed otherwise, funds will be transferred to the payment account you have registered with us. You hereby represent and warrant that this payment account is your own, and that you have full control over it. It is your responsibility entirely to provide us with correct details of your withdrawal account. We accept no liability resulting in you not receiving any amounts withdrawn by you due to you providing incorrect or out-of-date details.
- 6.3.5 If the Terms are terminated, we may redeem any fiat currency remaining in your Account and attempt to transfer the equivalent amount of fiat currency to the payment account you have registered with us. Prior to redeeming fiat currency from your Payment Account, we may conduct checks for the purposes of preventing fraud, money laundering, terrorist financing and other financial crimes, and as required by Applicable Law. This may mean you are prevented or delayed from withdrawing fiat currency until those checks are completed to our reasonable satisfaction in order to comply with our regulatory requirements.

7. UNCLAIMED OR ABANDONED PROPERTY

- 7.1 If Lightbit is holding Assets in your Account ("**Unclaimed or Abandoned Property**"), and we are unable to contact you and have no record of your use of the Services for a prolonged period of time or your Account has been closed, Applicable Laws may require us to report such Unclaimed or Abandoned Property as unclaimed property to the applicable jurisdiction. If this occurs, Lightbit will try to locate you using the details shown in our records in relation to your Account, but if Lightbit is unable to locate you, we may be required to deliver any such Unclaimed or Abandoned Property to the applicable jurisdiction as unclaimed property. Lightbit reserves the right to deduct a dormancy fee or other administrative charges from such Unclaimed or Abandoned Property, as permitted by Applicable Laws.
- 7.2 If Lightbit is holding Unclaimed or Abandoned Property, and we are unable to contact you and have no record of your use of the Services for a prolonged period of time or your Account has been closed, and Applicable Laws do not require us to report such Unclaimed or Abandoned Property as unclaimed property to the applicable jurisdiction, then you acknowledge and agree that your Account may be transferred to Lightbit, or an Affiliate of Lightbit, as Trustee of the Unclaimed or Abandoned Property. Lightbit or the Affiliate of Lightbit (as applicable), as Trustee, will hold the Unclaimed or Abandoned Property on your behalf and shall, on demand, repay to you the Unclaimed or Abandoned Property subject to your payment of any dormancy fee or other administrative charges that the Trustee may deduct from the Unclaimed or Abandoned Property. If no such demand is made by you, the Trustee may pay the Unclaimed or

Abandoned Property into court or account of the notary public in the applicable jurisdiction in accordance with Applicable Laws.

- 7.3 If we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your Account and during this time, no transactions may be completed until: your designated fiduciary has opened a new Account, as further described below, and the entirety of your Account has been transferred to such new account, or (ii) we have received proof in a form satisfactory to us that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorise us to make enquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, the fiduciary you have designated in a valid will or similar testamentary document will be required to open a new Account. If you have not designated a fiduciary, then we reserve the right to treat as your fiduciary any person entitled to inherit your Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a will, a living trust or other similar documentation, or (ii) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Account. Pursuant to the above, the opening of a new Account by a designated fiduciary is mandatory following the death of an Account owner, and you hereby agree that your fiduciary will be required to open a new Account in order to gain access to the contents of your Account.

8. ACCOUNT SUSPENSION AND CLOSURE; SERVICE SUSPENSION AND TERMINATION

- 8.1 Lightbit may, in its sole and absolute discretion and at any time, without liability to you or any third party:
- 8.1.1 refuse to let you open an Account, suspend your Account, or terminate your Account;
 - 8.1.2 decline to process any instruction or order submitted by you; and/or
 - 8.1.3 limit, suspend or terminate your use of one or more, or part of, the Services.
- 8.2 Such actions as set out in Section 8.1 will not relieve you from your obligations pursuant to the Terms.
- 8.3 Such actions as set out in Section 8.1 may be taken as a result of a number of factors, including without limitation:
- 8.3.1 as a result of account inactivity, your failure to respond to customer support requests, our failure or inability to positively identify you;

- 8.3.2 as a result of a court order or your violation of Applicable Laws or the Terms; or
 - 8.3.3 where we believe that a transaction is suspicious or may involve fraud, money laundering, terrorist financing or other misconduct.
- 8.4 If you do not agree with any actions taken by us under Section 8.1, then your sole and exclusive remedy is to terminate your use of the Services and close your Account. You agree that neither we nor any other Indemnified Party shall be liable to you or any third party for any Losses suffered as a result of any actions taken by us under Section 8.1.
- 8.5 Without limitation to the foregoing, we may temporarily suspend access to your Account in the event that a technical problem causes a system outage or Account errors until the problem is resolved.
- 8.6 Where required by Applicable Laws, we will notify you promptly if we have suspended processing your Orders and, if possible, provide our reasons for doing so and anything you can do to correct or remedy the matters giving rise to such suspension. Nothing in this Section shall require Lightbit to provide any rationale to you relating to any suspension contemplated hereunder.
- 8.7 You may close your Account or terminate your access to and use of the Services at any time upon request to Lightbit, in accordance with the Terms. In order to close your Account or terminate your access to and use of the Services, you should contact us for assistance. You may not close an Account if we determine, in our sole and absolute discretion, that such closure is being performed in an effort to evade a legal or regulatory investigation or to avoid paying any amounts otherwise due to Lightbit or its Affiliates.
- 8.8 We encourage you to withdraw any remaining balance of Assets prior to issuing a request to close your Account. We reserve the right to restrict or refuse to permit withdrawals from your Account if:
- 8.8.1 your Account has otherwise been suspended or closed by us in accordance with the Terms;
 - 8.8.2 to do so would be prohibited by Applicable Laws or court order, or we have determined that the Assets in your Account were obtained fraudulently; or
 - 8.8.3 you have not completed the required identity verification procedure. You can check whether or not your identity has been verified by reviewing your verification status under the "Settings" section of your Account.
- 8.9 Upon closure or suspension of your Account, you authorise Lightbit to cancel or suspend pending transactions.
- 8.10 Notwithstanding that you or Lightbit closes or deactivates your Account or terminates or suspends your access to and use of any Services, or the termination or expiry of the

Terms, you shall remain liable for all activity conducted with or in connection with your Account while it was open, and for all amounts due in connection with such activity.

9. RESTRICTED ACTIVITIES

9.1 In connection with your use of the Services, you agree that you will not:

- 9.1.1 violate or assist any party in violating any Applicable Laws or any rule of any self regulatory or similar organisation of which you are or are required to be a member through your use of the Services;
- 9.1.2 provide false, inaccurate, incomplete, out-of-date or misleading information;
- 9.1.3 infringe upon Lightbit's or any third party's copyrights, patents, trademarks, or other intellectual property rights;
- 9.1.4 engage in any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, the financing of terrorism, other violent activities or any prohibited market practices;
- 9.1.5 distribute unsolicited or unauthorised advertising or promotional material, written media releases, public announcements and public disclosures, junk mail, spam or chain letters;
- 9.1.6 use a web crawler or similar technique to access our Services or to extract data;
- 9.1.7 reverse engineer or disassemble any aspect of the Site, the API, or the Services in an effort to access any source code, underlying ideas and concepts and algorithms;
- 9.1.8 perform any unauthorised vulnerability, penetration or similar testing on the API or Services;
- 9.1.9 take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data or information;
- 9.1.10 transmit or upload any material to the Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
- 9.1.11 otherwise attempt to gain unauthorised access to or use of the Site, the API, other Lightbit Accounts, computer systems, or networks connected to the Site, through password mining or any other means;
- 9.1.12 transfer any rights granted to you under the Terms;
- 9.1.13 engage in any activity which, in our reasonable opinion, amounts to or may amount to market abuse including without limitation the carrying out of fictitious transactions or wash trades, front running or engaging in disorderly market conduct;
- 9.1.14 engage in any behaviour which is unlawful, violates the Terms, or is otherwise deemed unacceptable by Lightbit in its sole and absolute discretion; or
- 9.1.15 assist, facilitate or encourage any third party in undertaking any activity otherwise prohibited by the Terms.

10. ELECTRONIC TRADING TERMS

- 10.1 Lightbit may, in its sole discretion, choose to discontinue support for a currently listed or supported Digital Asset at any time, including without limitation where there are changes in the characteristics of such Digital Asset. In the event that Lightbit intends to delist a Digital Asset, Lightbit shall provide reasonable notice to you via email to the email address registered with Lightbit. The notice shall include the date on which the Digital Asset will be delisted, the reason for the delisting, and any other information Lightbit deems necessary to communicate to you. Lightbit shall use its best efforts to provide such notice no less than 30 days prior to the date on which the Digital Asset is to be delisted, unless such notice is not practicable due to unforeseen circumstances beyond the control of Lightbit. Lightbit shall not be liable for any loss or damage suffered by you as a result of the delisting of a Digital Asset
- 10.2 A transaction on the Platform may fail for several reasons including, without limitation, as a result of a change in prices or unanticipated technical difficulties. Lightbit makes no representation or warranty that any transaction will be executed properly. Under no circumstances are we liable for any loss or injury suffered by a failure of a transaction to complete properly or in a timely manner. Further, we are in no way responsible for notifying you of a transaction failure, although you are able to see any such failures via your Account. You have full responsibility for determining and inquiring into the failure of any transaction which you initiate.
- 10.3 In the event that you receive any data, information, or software through our Services other than that which you are entitled to receive pursuant to the Terms, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.
- 10.4 We may refuse to execute a trade or impose trade amount limits or restrictions at any time, in our sole and absolute discretion without notice. Specifically, we reserve the right to refuse to process, and the right to cancel or reverse, any transaction, as well as to revoke access to a User's deposit address on the Platform, where we suspect the transaction involves money laundering, terrorist financing, fraud, or any other type of crime or if we suspect the transaction relates to a prohibited use as stated in the Terms.
- 10.5 Lightbit reserves the right to halt deposit activity at our sole and absolute discretion. A User may not change, withdraw, or cancel its authorisation to make a transaction, except with respect to partially filled Orders.
- 10.6 Lightbit may correct, reverse, or cancel any trade impacted by an error in processing a User's transaction or otherwise. The User's remedy in the event of an error will be limited to seeking to cancel an Order or obtaining a refund of any amounts charged to the User. Lightbit cannot guarantee such cancellations or refunds will always be possible.
- 10.7 The Digital Assets available for purchase through the Platform may be subject to high or low transaction volume, liquidity, and volatility at any time for potentially extended periods. You acknowledge that while Lightbit uses commercially reasonable methods to provide exchange rate information to you through the Platform, the exchange rate information we provide may differ from prevailing exchange rates made available by third parties. Similarly, the actual market rate at the time of your trade may be different up to 1 percent, unless higher possible difference is indicated, from the indicated

exchange rate. You agree that you assume all risks and potential losses associated with price fluctuations or differences in any actual versus indicated exchange rates.

11. TRAVEL RULE REQUIREMENTS

Lightbit shall comply with the Financial Action Task Force (“**FATF**”) Travel Rule for Digital Asset transactions, including but not limited to collecting and transmitting to the recipient's financial institution, prior to completion of a transaction, the originator's name, physical address, and account information, as well as the beneficiary's name and account information for any transaction hereunder in accordance with Applicable law. Lightbit shall also implement appropriate measures to verify the identity of its Users and conduct ongoing monitoring of transactions to detect and report any suspicious activity in accordance with FATF guidelines

12. SITE; THIRD PARTY CONTENT

12.1 Lightbit strives to provide accurate and reliable information and content on the Site, but such information may not always be correct, complete, or up to date. You should always carry out your own independent appraisal and investigations in relation to such information and not rely on it in any way.

12.2 The Site may also contain links to third party websites, applications, events or other materials (“**Third Party Content**”). Such information is provided for your convenience and links or references to Third Party Content do not constitute an endorsement by Lightbit of any products or services. Lightbit makes no representation as to the quality, suitability, functionality or legality of Third Party Content, or to any goods and services available from third party websites, and Lightbit shall have no liability for any losses incurred as a result of actions taken in reliance on the information contained on the Site or in any Third Party Content.

12.3 We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase from a third party (including other Users of the Platform). We are not responsible for ensuring that a third party buyer or seller you transact with will complete the transaction or is authorised to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party purchased using Digital Assets in connection with the Services, you must resolve the dispute directly with that third party.

13. AVAILABILITY

13.1 We do not represent that you will be able to access your Account or the Services 100% of the time. Your Account and the Services are made available to you without warranty of any kind, either express or implied. There are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information. This could result in the inability to trade on the Platform for a period of time and may also lead to time delays. We may, from time to time, suspend

access to your Account and the Services, for both scheduled and emergency maintenance.

- 13.2 You acknowledge and agree that neither Lightbit nor any other Indemnified Party shall have any liability to you or any third party for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Services or for delays or omissions of the Services, or for the failure of any connection or communication service to provide or maintain your access to the Services, or for any interruption in or disruption of your access or any erroneous communications between Lightbit (or any other Indemnified Party) and you, regardless of cause.
- 13.3 Lightbit may determine not to make the Services, in whole or in part, available in every market, either in its sole discretion or due to legal or regulatory requirements. In addition, Lightbit may determine not to make the Services, in whole or in part, available to you, depending on your location. If you travel to a Restricted Territory, our Services may not be available and your access to our Services may be blocked. You acknowledge that this may impact your ability to trade on the Platform and/or monitor any existing Orders or open positions or otherwise use the Services. You must not attempt in any way to circumvent any such restriction, including by use of any virtual private network to modify your internet protocol address.

14. RIGHT TO CHANGE, SUSPEND OR DISCONTINUE SERVICES

- 14.1 We reserve the right to change, suspend, or discontinue any aspect of the Services at any time and in any jurisdiction, including hours of operation or availability of any feature, without notice and without liability. We may advise you of any such changes, suspensions or discontinuations via your Account or the other contact details that you have provided to us but shall have no obligation to do so.
- 14.2 If you do not agree with any change, suspension, or discontinuance of any aspect of the Services, then your sole and exclusive remedy is to terminate your use of the Services and close your Account. You agree that neither we nor any other Indemnified Party shall be liable to you or any third party for any Losses suffered as a result of any such changes, suspensions, discontinuations or decisions.

15. UPDATES TO THE TERMS

- 15.1 Although we would make our best efforts to notify you on any possible changes at least 10 calendar days in advance, we reserve the right to amend any part of the Terms, at any time, by posting the revised version of the Terms on the Site, with an updated revision date. The changes will become effective, and shall be deemed accepted by you, the first time you use the Services after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to transactions initiated after the posting

date. You acknowledge that it is your responsibility to check the Terms periodically for changes.

- 15.2 If you do not agree with any amendments to the Terms, your sole and exclusive remedy is to terminate your use of the Services and close your Account. You agree that neither we nor any other Indemnified Party shall be liable to you or any third party for any Losses suffered as a result of any amendment of the Terms.

16. FEES

- 16.1 In consideration for the use of the Services, you agree to pay to Lightbit the appropriate fees, as set forth in our Fee Schedule displayed on www.lightbit.co/documentation/ ("**Fee Schedule**"), which Lightbit may revise or update in its sole discretion from time to time. If you do not agree with any amendments to the Fee Schedule, your sole and exclusive remedy is to terminate your use of the Services and close your Account.
- 16.2 On request, Lightbit may make available an alternative fee schedule ("**Alternative Fee Schedule**") to Users who satisfy certain criteria (such as in relation to trading volume), which are determined by Lightbit in its sole and absolute discretion from time to time.
- 16.3 You authorise Lightbit to deduct any applicable fees from your Account at the time you make a given transaction. Changes to the Fee Schedule or Alternative Fee Schedule are effective as of the date set forth in any revision and will apply prospectively from that date forward.

17. TAXES

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

18. RIGHT TO USE SERVICES; API USE; THIRD PARTY APPLICATIONS

18.1 License

- 18.1.1 Lightbit grants you a limited, non-exclusive, non-sublicensable, and nontransferable license, subject to the Terms, to access and use the Services solely for approved purposes as determined by Lightbit. Any other use of the Services is expressly prohibited. Lightbit and its licensors reserve all rights in the Services, and you agree that the Terms do not grant you any rights in, or licenses to, the Services except for the limited license set forth above.

- 18.1.2 Except as expressly authorised by Lightbit, you agree not to modify, reverse engineer, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in whole or in part. If you violate any portion of the Terms, your permission to access and use the Services may be terminated pursuant to the Terms.
- 18.1.3 "www.lightbit.co," "LIGHTBIT" and all logos related to the Services are either trademarks, or registered marks of Lightbit or its licensors. You may not copy, imitate, or use them without Lightbit's prior written consent. All right, title, and interest in and to the Site and any Mobile Application, any content thereon, the Services, and any and all technology or content created or derived from any of the foregoing is the exclusive property of Lightbit and its licensors.

19. PRIVACY POLICY

We are committed to protecting your personal information and to helping you understand exactly how your personal information is being used. You should carefully read our Privacy Policy on www.lightbit.co/documentation/ which provides details on how your personal information is collected, stored, protected, and used.

20. CONFIDENTIALITY

- 20.1 You shall treat as strictly confidential and not use or disclose any information or documents which you receive (or have received) from us, whether before, during or after the term of the Terms, and whether communicated orally, in writing, in electronic form or otherwise, relating to our business, financial situation, products and services (including the Services), expectations, processes and methods, customers or employees, in each case which is designated as being "confidential" or which by its very nature should obviously be treated as secret and confidential (together "**Confidential Information**").
- 20.2 You may use the Confidential Information solely to the extent necessary to receive the benefit of the Services in accordance with the Terms.
- 20.3 The obligation to maintain confidentiality under this Section 20 shall not apply to any Confidential Information to the extent that such information is:
 - 20.3.1 in the public domain through no breach of the Terms;
 - 20.3.2 known to you at the time of disclosure without restrictions on use, or independently developed by you, and in each case, there is appropriate documentation to demonstrate either condition; or
 - 20.3.3 required to be disclosed to a Regulatory Authority or by Applicable Laws.
- 20.4 If you are required under Applicable Laws or by any Regulatory Authority to disclose Confidential Information in the circumstances set out in Section 20.3.3 you shall give us

such notice as is practical in the circumstances of such disclosure and shall provide all cooperation reasonably requested by us in relation to mitigating the effects of, or avoiding the requirements for, any such disclosure.

- 20.5 Any Confidential Information shall remain the property of Lightbit and may be copied or reproduced only with our prior written consent.
- 20.6 Upon request, you shall return or destroy all materials containing our Confidential Information and, where such materials have been destroyed, confirm such destruction in writing. You shall be under no obligation to return or destroy such materials if and to the extent you are required to retain such materials under Applicable Laws, provided that you shall notify us in writing of such requirement, giving details of the materials which have not been destroyed or returned, and this Section 20 shall continue to apply to such materials.
- 20.7 The parties agree and acknowledge that a breach of this Section 20 constitutes a matter of urgency for the purposes of section 12A(4) of Singapore's International Arbitration Act (Chapter 143A) both before, and after, the formation of the arbitral tribunal.
- 20.8 The availability of relief from an emergency arbitrator or the expedited formation of an arbitral tribunal under SIAC Rules (as defined in Section 31.12.1 below) shall not prejudice any party's right to apply to a state court or other judicial authority for any interim or conservatory measures before the formation of the arbitral tribunal and it shall not be treated as an alternative to or substitute for the exercise of such right. Where a party applies for relief from a state court or other judicial authority, the parties agree that failure to make an application for expedited appointment of the arbitral tribunal and/or for the appointment of an emergency arbitrator under the SIAC Rules shall not indicate, or be deemed to indicate, a lack of urgency. The parties also agree that any refusal by the President of the Court of Arbitration of SIAC to appoint an emergency arbitrator or allow the expedited formation of the arbitral tribunal shall not be determinative of the question of urgency.
- 20.9 The parties agree that an application to a state court or other judicial authority for interim or conservatory measures after the formation of the arbitral tribunal in respect of this Section 20 shall be considered "exceptional circumstances" under Rule 30.3 of the SIAC Rules. The parties also agree that an application may be made for interim relief on a non-urgent basis under section 12A(5) of Singapore's International Arbitration Act and agree that this Section 20.9 constitutes agreement in writing for the purposes of section 12A(5) of Singapore's International Arbitration Act.

21. COOKIES

By accessing the Site, you agree to use cookies in agreement with Lightbit's Cookies' Policy [available at](http://www.lightbit.co/documentation/) www.lightbit.co/documentation/. The Site uses cookies to enable us to retrieve User details for each visit, and to enable the functionality of certain areas of the Site to make it easier for Users visiting the Site to access and use the Services.

22. INDEMNIFICATION; RELEASE

- 22.1 You shall and agree to defend, indemnify and hold harmless Lightbit, its Affiliates and service providers and, in each case, their Personnel (collectively, "**Indemnified Parties**" and each an "**Indemnified Party**") from and against any and all claims and liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) ("**Losses**" or "**Loss**") which any Indemnified Party may suffer or incur, arising directly or indirectly out of or in connection with: (i) your use of your Account and/or the Services; (ii) your breach or anticipatory breach of the Terms; or (iii) your violation or anticipatory violation of any Applicable Laws.
- 22.2 You will cooperate as fully required by the Indemnified Parties in the defence of any such claims and Losses. The Indemnified Parties retain the exclusive right to assume the exclusive defence and control of any claims and Losses. You will not settle any claims and Losses without Lightbit's prior written consent.
- 22.3 You hereby agree to release each of the Indemnified Parties from any and all claims and demands (and waive any rights you may have against any of the Indemnified Parties in relation to any Losses you may suffer or incur), arising directly or indirectly out of or in connection with any dispute that you have with any other User or other third party in connection with the Services (including any Digital Asset transactions) or the subject matter of the Terms.

23. LIMITATION OF LIABILITY; NO WARRANTY

- 23.1 NOTHING IN THE TERMS SHALL LIMIT OR EXCLUDE A PARTY'S LIABILITY:
- 23.1.1 FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE;
 - 23.1.2 FOR FRAUD OR FRAUDULENT MISREPRESENTATION; OR
 - 23.1.3 TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAWS.
- 23.2 SUBJECT TO SECTION 23.1, NEITHER LIGHTBIT NOR ANY OF THE OTHER INDEMNIFIED PARTIES SHALL BE LIABLE TO YOU IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, STATUTE OR ANY OTHER CAUSE ARISING OUT OF OR IN CONNECTION WITH THE TERMS (OR ARISING OUT OF OR IN CONNECTION WITH: YOUR USE OR INABILITY TO USE THE SERVICES; THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES IN CIRCUMSTANCES WHERE YOU DO NOT OR ARE UNABLE TO USE THE SERVICES; ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR ANY OTHER MATTER RELATING TO THE SERVICES) FOR:

- 23.2.1 INCIDENTAL, PUNITIVE, EXEMPLARY OR OTHER SPECIAL LOSS OR DAMAGE; OR LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF USE, LOSS OF BUSINESS OR CONTRACT, LOST OPPORTUNITIES, INCREASED COSTS OR EXPENSES (OR WASTED EXPENDITURE INCLUDING PRE-CONTRACT EXPENDITURE), LOSS OF SAVINGS, ANY LIABILITY VOLUNTARILY ASSUMED BY YOU, OR LOSS OF OR DAMAGE TO DATA, IN EACH CASE REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR WHETHER LIGHTBIT OR ANY OF THE OTHER INDEMNIFIED PARTIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; OR
- 23.2.2 INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.
- 23.3 YOU ACKNOWLEDGE AND AGREE THAT LIGHTBIT AND ITS AFFILIATES MAY RELY ON ONE OR MORE THIRD PARTY INTERMEDIARIES FOR THE PURPOSES OF PROVIDING THE SERVICES. THE THIRD PARTY INTERMEDIARIES ARE INDEPENDENT THIRD PARTIES AND ARE NOT LIGHTBIT'S AGENTS OR SUBCONTRACTORS. SUBJECT TO SECTION 23.1, LIGHTBIT SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY INTERMEDIARY, OR ANY LOSSES ARISING FROM THE FAULT OF ANY THIRD PARTY INTERMEDIARY, SUCH AS A FAILURE BY A THIRD PARTY INTERMEDIARY TO COMPLY WITH APPLICABLE LAWS OR ANY REASONABLE INSTRUCTIONS PROVIDED BY LIGHTBIT.
- 23.4 YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF LIGHTBIT AND THE OTHER INDEMNIFIED PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER LIGHTBIT NOR ANY OTHER INDEMNIFIED PARTY MAKES ANY WARRANTY THAT:
- 23.4.1 THE SERVICES WILL MEET YOUR REQUIREMENTS;
- 23.4.2 THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; OR
- 23.4.3 THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS.
- 23.5 SUBJECT TO SECTION 23.1, NEITHER LIGHTBIT NOR ANY OF THE OTHER INDEMNIFIED PARTIES WILL BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, INCORRECTLY CONSTRUCTED DIGITAL ASSET TRANSACTIONS, INCORRECTLY CONSTRUCTED FIAT TRANSACTIONS OR MISTYPED WALLET ADDRESSES; SERVER FAILURE OR DATA LOSS; CRYPTOCURRENCY WALLETS OR CORRUPT FILES; UNAUTHORISED ACCESS TO SERVICES; OR ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER

MEANS OF ATTACK AGAINST YOUR COMPUTER OR ANY BLOCKCHAIN NETWORK UNDERLYING THE SERVICES.

24. COMMUNICATIONS IN ENGLISH

The Terms are provided to you and concluded in English. We will communicate with you in English for all matters related to your use of our Services unless we elect, in our sole discretion, to provide support for other languages.

25. FEEDBACK

You acknowledge and agree that any materials, including without limitation questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or commentary you provide to us or one of our social media accounts, regarding the Services (collectively, "**Feedback**") that are provided by you, whether by email, posting to the Site or social channels, or otherwise, are non-confidential and will become the sole property of Lightbit. Lightbit will own exclusive rights, including all intellectual property rights, in and to such Feedback, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

26. QUESTIONS AND CONTACT INFORMATION

26.1 We often post notices and relevant Services information in our Telegram channel and on our Twitter account, so we advise You to check those channels before contacting support.

Telegram: [●]

26.2 To contact us, please visit one of the links or channels above. For support with your Account, you may submit a support ticket at Telegram contact indicated above. For legal and media inquiries, please contact at Telegram contact indicated above. Please provide all relevant information, including your Account username and transaction IDs of any related deposits. Although we make no representations or provide no warranties as to the speed of response, we will endeavour to get back to you as soon as possible.

26.3 We reserve the right to confirm any your order, instructions or communication by qualified electronic signature or electronic signature by DocuSign system.

27. PROMOTIONS

Lightbit does not, as a general rule, participate in promotions without an official pronouncement, either on the Site or elsewhere. You shall obtain prior written approval prior to releasing any statements, written media releases, public announcements and public disclosures, including promotional or marketing materials, relating to the Platform.

28. FORCE MAJEURE AND RELIEF EVENTS

- 28.1 Lightbit shall not be responsible (and shall have no liability) for any failure, interruption or delay in relation to the performance of the Services or its obligations under the Terms that results from any abnormal or unforeseeable circumstances outside our reasonable control, including without limitation:
- 28.1.1 any Force Majeure Event; or
 - 28.1.2 any failure by you to comply with your obligations under the Terms or Applicable Laws ("**Relief Event**").

29. ASSIGNMENT AND SUBCONTRACTING

- 29.1 You may not assign, novate, or otherwise transfer, any of your rights or obligations under the Terms, or sub-contract the performance of any of your obligations under the Terms, without the prior written consent of Lightbit. Any attempted assignment, novation, transfer or sub-contracting without our consent shall be void.
- 29.2 Lightbit may assign, novate, or otherwise transfer any of its rights or obligations under the Terms to any other person, or sub-contract the performance of any of its obligations under the Terms (including the performance of the Services), at any time and without your consent, and you hereby consent to such assignment, novation, transfer or subcontracting, and agree to take all actions (including by way of executing documents) and other assistance required by Lightbit to ensure that any such assignment, novation, transfer or subcontracting is effective and enforceable. If you object to such assignment, novation, transfer or sub-contracting you may stop using our Services and terminate the Terms by contacting us and requesting us to close your Account.

30. GENERAL

30.1 Entire agreement

- 30.1.1 You agree that the Terms constitute the entire agreement between you and Lightbit with respect to the use of the Services.
- 30.1.2 You agree that in agreeing to and entering into the Terms you have not been induced to do so by, and have not relied on, any statement, representation, warranty, assurance, covenant, indemnity, undertaking or commitment ("**Representation**") which is not expressly set out in the Terms.
- 30.1.3 You agree that your only right of action in relation to any innocent or negligent Representation set out in the Terms or given in connection with the Terms shall be for breach of contract. All other rights and remedies in relation to any such Representation (including those in tort or arising under statute) are excluded.

30.2 Survival

Upon the later of the closure of your Account and the termination of your access to and use of the Services the Terms shall terminate. All rights and obligations of the parties that by their nature are continuing will survive the termination of the Terms.

30.3 Severability

If any provision or part of the Terms is void or unenforceable due to any Applicable Laws, it shall be deemed to be deleted and the remaining provisions of the Terms shall continue in full force and effect. If any invalid, unenforceable or illegal provision of the Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum deletion necessary to make it valid, legal and enforceable.

30.4 Successors and assigns

The Terms shall be binding on, and inure to the benefit of, the parties to the Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

30.5 Variation and waiver

30.5.1 Subject to Section 15, no variation of the Terms shall be effective unless it is in writing (which for this purpose, does not include email) and signed by, or on behalf of, each of the parties. The expression "variation" includes any variation, supplement, deletion or replacement however effected.

30.5.2 No waiver by Lightbit of any right or remedy provided by the Terms or by law shall be effective unless it is in writing (which for this purpose, does not include email) and signed by, or on behalf of, Lightbit. The failure by Lightbit to exercise, or delay in exercising, any right or remedy provided by the Terms or by law does not: (i) constitute a waiver of that right or remedy; (ii) restrict any further exercise of that right or remedy; or (iii) affect any other rights or remedies. A single or partial exercise by Lightbit of any right or remedy does not prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy.

30.6 No partnership or agency

Nothing in the Terms or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Except as expressly provided in the Terms, neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or

hold itself out as capable of doing so. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30.7 Set off

30.7.1 Notwithstanding that any amount is from time to time payable by Lightbit to you under or by virtue of the Terms or otherwise, you shall not set off such amount against any amount payable by you to Lightbit under the Terms.

30.7.2 Lightbit may set off any amounts which from time to time are payable by Lightbit to you under or by virtue of the Terms or otherwise against any amounts payable by you to Lightbit under the Terms.

30.8 Equitable remedies

Without prejudice to any other rights or remedies that Lightbit may have, you acknowledge and agree that damages alone may not be an adequate remedy for your breach of the Terms. The remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of such provisions of the Terms may be more appropriate remedies.

30.9 Third party rights

30.9.1 Save as otherwise expressly provided in the Terms:

30.9.1.1 the Terms are not intended and shall not be construed to create any rights or remedies in any parties other than you and Lightbit and its Affiliates, which each shall be a third party beneficiary of the Terms; and

30.9.1.2 no other person shall assert any rights as a third party beneficiary hereunder (notwithstanding any legislation to the contrary anywhere in the world).

30.10 Electronic signature

The Terms may be entered into by electronic means.

30.11 Governing law

The Terms and any Dispute shall be governed by, and construed in accordance with, Lithuanian law.

30.12 Arbitration

Subject to Section 30.12.3 below, any Dispute shall be referred to and finally determined by arbitration administered by the Singapore International Arbitration

Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC ("**SIAC Rules**") for the time being in force. This arbitration agreement shall be governed by Lithuanian law. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. The number of arbitrators shall be one.

30.12.1 Each party agrees that:

- (A) any Dispute shall be referred to arbitration in accordance with this Clause 31.12 on an individual basis only and not as a claimant or class member in a purported class or representative action;
- (B) combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties.

This agreement to arbitrate shall:

- (A) be binding upon the parties, their successors and assigns;
- (B) survive the termination of these Terms.

30.12.2 Where a User alleges or claims that a Dispute has arisen between it and any of the Indemnified Parties who is not otherwise a party to these Terms, that Indemnified Party may require that the Dispute be finally settled by arbitration in accordance with this Section 31.12 (without prejudice to that Indemnified Party's right to make a jurisdictional challenge), provided that such Indemnified Party exercises its right to arbitration under this Section 31.12 by notice in writing to all parties to the Terms within 7 days of being notified in writing of the Dispute. For the avoidance of doubt, the User provides express consent to the joinder of such Indemnified Party to an arbitration commenced pursuant to this Section 31.12.

30.12.3 Exception to arbitration

If you are a resident of a jurisdiction where the law prohibits arbitration of Disputes, Section 30.12 above will not apply to you. Instead, each party irrevocably agrees that the Courts of Lithuania shall have exclusive jurisdiction in relation to any Dispute and each party irrevocably waives any right that it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

1.1 As used throughout the Terms unless the context requires otherwise:

"Affiliate" means, in relation to a party, any person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such party. A person shall be deemed to control another person if such person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other person, whether through the ownership of voting securities, by contract or otherwise.

"Applicable Laws" means all laws, including rules of common law, principles of equity, statutes, regulations, directives, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, mandatory codes of conduct, writs, orders, injunctions, judgments and any awards of other industrial instruments, which are applicable to the provision, receipt or use of the Services or any products or other deliverables provided, used or received in connection with the Services.

"Assets" means the Digital Assets and/or fiat currency held in your Account.

"BTC" means the cryptocurrency Bitcoin.

"Digital Assets" means BTC, ETH, and any other digital asset, cryptocurrency, virtual currency, token and other digital assets that may be supported by and made available from time to time to transact in using the Platform.

"Dispute" means any dispute, claim, controversy or difference arising out of or in connection with the Terms, including any question regarding its existence, validity, subject matter, interpretation, negotiation, termination or enforceability, and any dispute, claim, controversy or difference regarding any non-contractual obligations arising out of or in connection with the Services.

"ETH" means the cryptocurrency Ethereum.

"Exchange" means the trading platform operated by Lightbit or its Affiliates through which the Services may be offered to Users to transact in Digital Assets with other Users.

"fiat currency" means any government issued national currency.

"Force Majeure Event" means any circumstance not within a party's reasonable control including:

- (i) acts of God, flood, drought, earthquake or other natural disaster;
- (ii) epidemic or pandemic;
- (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (iv) nuclear, chemical or biological contamination or sonic boom;

- (v) any law or any action taken by a Regulatory Authority, including the imposition of an export or import restriction, quota or prohibition;
- (vi) collapse of buildings, fire, explosion or accident; and
- (vii) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party (or its Affiliates) seeking to rely on this clause).

"Mobile Application" means any mobile application developed or provided by Lightbit and/or any of its Affiliates through which Users can access the Platform.

"parties" means the parties to the Terms, being you and Lightbit, and **"party"** shall mean any one of the foregoing (as the context requires).

"Personnel" means the directors, officers, employees, agents, joint venturers, and contractors or subcontractors of a person.

"Platform" means the digital platform made accessible via any website, page, feature, or content owned or operated by Lightbit, any mobile application developed or provided by Lightbit or any API made available to you or third-party applications relying on such an API or by such other means as Lightbit may prescribe from time to time for the use of Lightbit Services.

"Regulatory Authority" means any foreign, domestic, state, federal, cantonal, municipal or local governmental, executive, legislative, judicial, administrative, supervisory or regulatory authority, agency, quasi-governmental authority, court, commission, government organisation, self-regulatory organisation having regulatory authority, tribunal, arbitration tribunal or panel or supra-national organisation, or any division or instrumentality thereof, including any tax authority.

"Schedule" means the Schedules set out in the Terms.

"transaction" or **"trade"** means each transaction or trade carried out (or to be carried out) via the Platform relating to buying, selling, exchanging, holding, sending, receiving or otherwise transacting in a Digital Asset.

"User" means a user of the Services, including you.

2. INTERPRETATION

2.1 References to the Terms and other agreements

In the Terms, except where the context otherwise requires:

- 2.1.1 a reference to the Terms includes a reference to the Schedules and any other Schedules to it, each of which forms part of the Terms;
- 2.1.2 a reference to a Section or Schedule (other than to a schedule to a statutory provision) is a reference to a Section or Schedule (as the case may be) of, or to, the Terms and reference to a paragraph is to a paragraph of the relevant Schedule;
- 2.1.3 the headings are for convenience only and shall not affect the interpretation of the Terms;

- 2.1.4 a reference to the Terms includes the Terms as amended or supplemented in accordance with its terms;
- 2.1.5 a reference to any agreement or other instrument (other than an enactment or statutory provision) is to that agreement or instrument as from time to time amended, varied, supplemented, substituted, novated or assigned otherwise than in breach of the Terms; and
- 2.1.6 if a term is referenced in the General Terms but not defined herein, it will be defined in any other agreement that is included in the collective Terms.

2.2 Singular, plural and gender

Words in the singular include the plural and vice versa and a reference to one gender includes other genders.

2.3 References to persons and companies in the Terms, except where the context otherwise requires:

- 2.3.1 a reference to a person includes a reference to any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 2.3.2 a reference to a company includes any company, corporation or other body corporate wherever and however incorporated or established; and
- 2.3.3 a reference to an individual includes that individual's estate and personal representatives.

2.4 References to time periods

In the Terms, except where the context otherwise requires, any reference to a date or time is a reference to that date or time in the principal financial centre of the country in which the registered office of Lightbit (or the relevant Affiliate of Lightbit) is located, unless otherwise agreed in writing. A reference to a day means a period of 24 hours ending at midnight. Any period of time shall be calculated exclusive of the day from which the time period is expressed to run or the day upon which the event occurs which causes the period to start running.

2.5 References to legislation and legal terms

In the Terms, except where the context otherwise requires, a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision, and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, modified, incorporated or reproduced and to any enactment,

statutory provision or subordinate legislation that from time to time (with or without modifications) re-enacts, replaces, consolidates, incorporates or reproduces it.

2.6 Includes and including

In the Terms, except where the context otherwise requires:

- 2.6.1 the words and phrases "includes", "including", "in particular" (or any terms of similar effect) shall not be construed as implying any limitation; and
- 2.6.2 general words shall not be given a restrictive meaning because they are preceded or followed by particular examples.

2.7 To the extent that

In the Terms, except where the context otherwise requires, the phrase "to the extent that" is used to indicate an element of degree and shall mean "to the extent that" and not solely "if", and similar expressions shall be construed in the same way.

2.8 Writing

A reference to writing includes any modes of reproducing words in any legible form and, except where expressly stated otherwise, shall include email.