

Terms and Conditions

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

The Terms will constitute a legal agreement ("Agreement") between You and **Pärnu mnt 139c/2, Kesklinna linnaosa, Tallinn, Harju maakond, 11317** ("bit-case.com", "we", "us" and "our") at the address Jõe tn 9, Kesklinna linnaosa, Tallinn, Harju maakond, 10151. By signing up to use an account through bit-case.com, or any associated websites, application programming interfaces ("APIs") you agree that you have read, understood, accept and will be bound by the Terms as well as our Privacy Policy, Cookie Policy and E-Sign Consent.

TERMS OF SERVICE

1. Basic bit-case.com Services

1.1. Eligibility. To be eligible to use the bit-case.com Services, you must be **at least 18 years old**.

Your eligibility to access certain bit-case.com Services also depends on the country in which you reside. You are responsible for ensuring that you comply with any applicable local law requirements.

1.2. bit-case.com Services. Your bit-case.com account ("bit-case.com Account") encompasses the following basic bit-case.com services:

- One or more hosted digital currency wallets that allow users to store certain supported digital currencies, e.g. Bitcoin, Ethereum and others (each a "Digital Currency"), and to track, transfer, and manage their supported Digital Currencies (the "Hosted Digital Currency Wallet");
- Digital to FIAT Currency, and vice versa, conversion services through which users can buy and sell supported Digital Currencies in transactions with bit-case.com (the "Conversion Services");

The risk of loss in trading or holding Digital Currency can be very high. You should consider very carefully whether trading or holding Digital Currency is appropriate for you in relation to your financial circumstances.

2. Creating a bit-case.com Account

2.1. Registration of bit-case.com Account. In order to use any of the bit-case.com Services, you must first register by providing your name, an email address, password, other identification information and affirming your acceptance of the Terms. bit-case.com may, in our sole discretion, refuse to allow you to establish a bit-case.com account or limit the number of bit-case.com Accounts that a single user may establish and maintain at any time.

2.2. Identity Verification. In order to use certain features of the bit-case.com Services, including certain transfers of Digital Currency and/or government-issued currency ("you will be required to provide bit-case.com with certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account (e.g., financial institution, account type and account number). 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 bit-case.com if any information changes.

2.3. Fraud Protection You authorize bit-case.com to perform all necessary Anti-Money Laundering (AML) and Know Your Client (KYC) checks in order to verify your identity and/or protect against fraud. These may include queries in respect of identity information contained in public reports (e.g., your name, address, past addresses, or date of birth) and/or associated with your linked bank account (e.g., name or account balance). We may take any action we reasonably deem necessary based on the results of such checks. You further authorize any and all third parties, to whom any inquiries or requests may be directed, to fully respond to such inquiries or requests.

3. Hosted Digital Currency Wallet

3.1. In General. The Hosted Digital Currency Wallet services allow you to send supported Digital Currency to, and request, receive, and store supported Digital Currency from, third parties pursuant to instructions you provide through the bit-case.com Site (each such transaction is a "Digital Currency Transaction"). bit-case.com reserves the right to refuse to process or to cancel any pending Digital Currency Transaction as required by law or in response to a court order, or other binding government order or to enforce transaction limits. bit-case.com cannot reverse a Digital Currency Transaction which has been broadcast to a Digital Currency network. The Hosted Digital Currency Wallet services are available only in connection with those Digital Currencies that bit-case.com, in its sole discretion, decides to support. The Digital Currencies that bit-case.com supports may change without notice, from time to time. If you have any questions about which Digital Currencies bit-case.com currently supports, please send an email to support@bit-case.com. Under no circumstances should you attempt to use your Hosted Digital Currency Wallet services to store, send, request, or receive digital currencies in any form that are not supported

by bit-case.com. bit-case.com assumes no responsibility or liability in connection with any attempt to use bit-case.com Services for digital currencies that bit-case.com does not support.

3.2. Digital Currency Transactions. bit-case.com processes supported Digital Currency according to the instructions received from its users. We do not guarantee acceptance of any Digital Currency until the Currency has been verified in a manner acceptable to bit-case.com. You should verify all transaction information prior to submitting instructions to bit-case.com. Once submitted to a Digital Currency network, a Digital Currency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Currency network. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending state will be designated accordingly and will not be included in your Currency Account balance or be available to conduct transactions. bit-case.com may charge network fees (miner fees) to process a Digital Currency transaction on your behalf. bit-case.com will calculate the network fee at its discretion, although bit-case.com will always notify you of the network fee at or before the time you authorize the transaction.

3.3. Digital Currency Storage & Transmission Delays. bit-case.com securely stores all Digital Currency private keys in our control in a combination of online and offline storage. As a result, it may be necessary for bit-case.com to retrieve certain information from offline storage in order to facilitate a Digital Currency Transaction in accordance with your instructions, which may delay the initiation or credit of such Digital Currency Transaction for 48 hours or more. You acknowledge and agree that a Digital Currency Transaction facilitated by bit-case.com may be delayed or remain in an uncompleted state.

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

3.5. Advanced Protocols. bit-case.com does not support side chains, metacoins, colored coins or another derivative, enhanced, or forked protocols, coins or tokens which act in conjunction with a Digital Currency already supported by bit-case.com (collectively, "Advanced Protocols"). We advise against attempting to use your bit-case.com account to send, receive, store, request or transact in any way using an Advanced Protocol. We would like to advise our clients that the bit-case.com platform

does not have the capability of detecting, storing, or returning Advanced Protocols. bit-case.com assumes absolutely no responsibility or liability whatsoever regarding Advanced Protocols.

3.6. Operation of Digital Currency Protocols. bit-case.com does not own or control the underlying software protocols which govern the operation of Digital Currencies supported on our platform. In most cases, the underlying protocols are open source, and this means that anybody can use, modify, copy and/or distribute them. By using the bit-case.com platform(s), you agree and acknowledge: (a) that bit-case.com has no responsibility in the running and operation of the underlying protocols that govern the operation of Digital Currencies and that bit-case.com makes no guarantee of their availability, functionality or security; and (b) that the underlying protocols can be subject to sudden changes in the operating rules, this can also be referred to as "forks," and that such forks could have a material effect on the function, name and/or value of the Digital Currency that you have stored on the bit-case.com platform. Should a fork occur, you agree that bit-case.com may temporarily suspend any and/or all operations (with or without any advance notice to you) and that, in its sole discretion, bit-case.com will decide on whether or not to support the forked protocol and will decide whether or not to cease support of the entire protocol (original and forked). You acknowledge and agree that bit-case.com assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

4. Conversion Services

4.1. General Info. Eligible users in certain jurisdictions may buy or sell supported Digital Currency through the Conversion Services. The Conversion Services are subject to the bit-case.com "**Conversion Rate**" for the given transaction. "Conversion Rate" means the price of a given supported Digital Currency amount in terms of FIAT Currency or other Digital Currency as quoted on the bit-case.com Site. The Conversion Rate is stated either as a "Buy Price" or as a "Sell Price," which is the price in terms of FIAT Currency or Digital Currency at which you may buy or sell supported Digital Currency to bit-case.com. You acknowledge that the Buy Price Conversion Rate may not be the same as the Sell Price Conversion Rate at any given time and that bit-case.com may add a margin or "spread" to the quoted Conversion Rate. You agree, as a condition of using any bit-case.com Conversion Services, to accept the Conversion Rate as the sole conversion metric. bit-case.com reserves the right to delay any Conversion Service transaction if it perceives a risk of fraud, market manipulation or illegal activity. bit-case.com does not guarantee the availability of its Conversion Service, and the act of purchasing supported Digital Currency from bit-case.com does not result in a guarantee that you may sell your supported Digital Currency to bit-case.com.

4.2. Purchase Transactions. After successfully completing the Identity Verification process, you may purchase supported Digital Currency. You authorize bit-case.com to accept funds from your selected payment method(s) in settlement of all transactions. A Conversion Fee (defined below) applies to all purchase transactions. Although bit-case.com will attempt to deliver supported Digital Currency to you as promptly as

possible, funds may be debited from your Currency Account before Digital Currency is delivered to your bit-case.com wallet. We will make best efforts to fulfill all transactions, but in the rare circumstance where bit-case.com cannot fulfill your purchase order, we will notify you. Sufficient funds in your Currency Account will remain blocked from withdrawal or further Digital Coin purchase until the transaction has been completed at which point you authorize bit-case.com to remove from your Currency Account the purchase price of the Digital Currency and any and all fees associated with the processing of said purchase.

4.3. Sale Transactions. After successfully completing the Identification Verification process, you may sell supported Digital Currency in exchange for supported FIAT currencies. All externally received Digital Currency will be subject to a verification process, which may take up to 3 business days. Post verification, such Digital Currency will be available for conversion. Should you choose to convert your Digital Currency to one of the supported FIAT currencies, the conversion price less any and all associated fees will be deposited in your Currency Account and ready for withdrawal within 48 hours. You authorize bit-case.com to send funds to your selected and pre-verified account. An applicable Conversion Fee (defined below) applies to all transactions. Your external receipt of funds will depend on the payment type and may take up to three or more business days.

4.4. Conversion Fees. Each Conversion Service transaction is subject to a fee (a "Conversion Fee"). The applicable Conversion Fee is displayed to you on the bit-case.com Site prior to you completing a Conversion Service transaction. You can view the current fees applicable to your location and payment method on our Fees page. bit-case.com reserves the right to adjust its Conversion Fees and any applicable waivers at any time. We will use best endeavours to notify you of the Conversion Fee(s) which applies to your transaction, both at the time of the transaction and in each receipt we issue to you.

4.5. Reversals; Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your Currency Account has insufficient funds, you will be unable: to make purchases of value greater than the value in your Currency Account, which must include any and all fees due to bit-case.com, to cancel the transaction or to debit your other payment methods, including bit-case.com balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance. **bit-case.com reserves the right to refuse to process, or to cancel or reverse, any purchases or sales of Digital Currency in its sole discretion, even after funds have been debited from your account(s), if bit-case.com suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a court order, or other government order; if bit-case.com reasonably suspects that the transaction is erroneous; or if bit-case.com suspects the transaction relates to a Prohibited Use or a Prohibited Business as set forth below. In such instances, bit-case.com will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the canceled transaction.**

4.6. Payment Services Partners. bit-case.com may use a third-party payment processor to process any FIAT Currency payment between you and bit-case.com, including but not limited to payments in relation to your use of the Conversion Service or deposits or withdrawals from your Currency Account.

5. Payment Services

5.1. Currency Accounts. Approved users may establish and fund one or more Currency Accounts to facilitate transactions on bit-case.com. You are the owner of the balance of each of your Currency Accounts. bit-case.com holds the balance of your Currency Accounts in segregated custodial accounts with authorized financial institutions. All funds held in a Currency Account are held in trust by bit-case.com for the benefit of the user.

5.2. Deposits and Withdrawals. You may initiate a transfer from your linked bank account to fund a Currency Account. Fees may apply to deposits and withdrawals from your Currency Account. All fees will be clearly disclosed in your bit-case.com Account. For deposits, bit-case.com will credit your Currency Account with a corresponding amount of FIAT Currency after funds are delivered to bit-case.com. Depending on the payment method you choose, this can take up to two to three business days after you initiate the deposit before it is credited to your account. For withdrawals, bit-case.com will immediately debit your Currency Account when you give authorization. Withdrawal and delivery of funds will typically settle back to you within two to three business days. Bank fees are netted out of transfers to or from bit-case.com. We will not process a transfer if associated bank fees exceed the value of the transfer.

5.3. Refund rights. You will be able to use the bit-case.com Services immediately upon your bit-case.com Account activation, however, residents of High-Risk Countries will not be able to use their bank accounts or wire transfer services to fund their bit-case.com Accounts or to exchange Digital Currency for a FIAT Currency.

UNLESS OTHERWISE PROVIDED BY THIS AGREEMENT, ALL TRANSACTIONS ARE NON-REFUNDABLE AND IRREVOCABLE AND CANNOT BE CHANGED ONCE COMPLETED. It is your responsibility to provide bit-case.com with the precise and correct instructions related to a transaction initiated by you. bit-case.com is not liable for an outcome of any transaction performed as a result of incorrect or misleading information provided by you.

If an unauthorised transaction occurs, we will refund you the amount of that transaction within one business day of you notifying us and will restore your Currency Wallet to the state it would have been in had the unauthorised transaction not taken place. Generally, you will not be liable for losses incurred after you have notified us of the unauthorised

use of your Currency Wallet or if we have failed at any time to provide you with the means for notifying us; however:

- If you act fraudulently or you intentionally or negligently fail to carry out your obligations under this Agreement, you will be liable for all resultant losses incurred by you or us.

Where there is a dispute between us and you regarding an unauthorised transaction, we may temporarily credit your Currency Wallet whilst we settle the dispute. Where we determine that the transaction was authorised, we may reverse that credit and correct errors made in any statement of Currency Wallet without prior notice to you. You will also be liable to us for any amount you have transferred that was temporarily credited to your Currency Wallet.

Where a transaction is made incorrectly (e.g. through our error) we shall refund to you the amount of that transaction without undue delay and restore your Currency Wallet to the state in which it would have been had the transaction not have taken place, although we will endeavour to provide you with reasonable notice where possible. We will also pay any charges for which we are responsible, and for any reasonable amounts of interest which you can show that you have had to pay as a consequence of any incorrect or incomplete transaction. Irrespective of our liability, on your request, we shall try to trace any incorrect or incomplete transaction initiated by you free of charge. However, we cannot guarantee that we will be able to trace such transactions.

6. General Use, Prohibited Use, and Termination

6.1. Limited License. We grant you a limited, non-exclusive, non-transferable license, subject to the terms of this Agreement, to access and use the bit-case.com Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by bit-case.com from time to time. Any other use of the bit-case.com Site or Content is expressly prohibited and all another right, title, and interest in the bit-case.com Site or Content is exclusively the property of bit-case.com.

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

contained in any third-party materials or on any third-party sites accessible or linked to the bit-case.com Site.

6.3. Third-Party Applications. If, to the extent permitted by bit-case.com from time to time, you grant express permission to a third party to access or connect to your bit-case.com Account, either through the third party's product or service or through the bit-case.com Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your bit-case.com Account. Further, you acknowledge and agree that you will not hold bit-case.com responsible for, and will indemnify bit-case.com from, any liability arising out of or related to any act or omission of any third party with access to your bit-case.com Account. If another person accesses your account with your permission or due to your negligence (for example, not keeping your login details and password private or leaving your computer unattended without logging out) you are responsible for all their actions and any losses they may incur on your account. You may change or remove permissions granted by you to third parties with respect to your bit-case.com Account at any time through the Account Settings (Integrations) page on the bit-case.com Site.

6.4. Prohibited Use. In connection with your use of the bit-case.com Services, and your interactions with other users, and third parties you agree and represent you will not engage in any Prohibited Business or Prohibited Use as such terms are defined in Appendix 1. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your bit-case.com Account and/or block transactions or freeze funds immediately and without notice, if we determine, in our sole discretion, that your Account is associated with a Prohibited Use and/or a Prohibited Business.

6.5. Transactions Limits. The use of all bit-case.com Services is subject to a limit on the amount of volume, stated in FIAT Currency terms, you may transact or transfer in a given period (e.g., daily). To view your limits, login to your bit-case.com Account and visit the verification page. Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. bit-case.com reserves the right to change applicable limits as we deem necessary in our sole discretion. If you wish to raise your limits beyond the posted amounts, you may submit a request at support@bit-case.com. We may require you to submit additional information about yourself or your business or provide records (such process, "Enhanced Due Diligence"). bit-case.com reserves the right to charge you costs and fees associated with Enhanced Due Diligence, provided that we notify you in advance of any such charges accruing. In our sole discretion, we may refuse to raise your limits, or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

6.6. Suspension, Termination, and Cancellation. bit-case.com may: (a) suspend, restrict, or terminate your access to any or all of the bit-case.com Services, and/or (b) deactivate or cancel your bit-case.com Account if:

- required by any applicable laws or regulations, you breach these Terms; or
- we reasonably suspect you of using your bit-case.com Account in connection with a Prohibited Use or Prohibited Business; or
- use of your bit-case.com Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your bit-case.com Account activity; or
- our service partners are unable to support your use; or
- you take any action that bit-case.com deems as circumventing bit-case.com's controls, including, but not limited to, opening multiple bit-case.com Accounts or abusing promotions which bit-case.com may offer from time to time; or
- your transaction behavior brings bit-case.com into disrepute and/or there is perceived market manipulation and/or attempted market disruption.

If bit-case.com suspends or closes your account or terminates your use of bit-case.com Services for any reason, we will provide you with written notice of our actions. Unless a court order or other legal process prohibits bit-case.com from providing you with such notice. You acknowledge that bit-case.com's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to bit-case.com's risk management and security protocols. You agree that bit-case.com is under no obligation to disclose the details of its risk management and security procedures to you.

If your bit-case.com Account is deactivated or cancelled and you fail to transfer Digital Currency and/or funds associated with your Hosted Digital Currency Wallet(s) and/or your Currency Account(s) within ninety (90) days thereafter unless such transfer is otherwise prohibited (i) under the law, including but not limited to applicable sanctions programs, or (ii) by a court order, bit-case.com shall be entitled to transfer such Digital Currency and / or funds into such other account(s) and for such period as it may deem desirable for the purpose of holding such funds. If bit-case.com suspends or closes your account or terminates your use of bit-case.com Services for any reason bit-case.com reserves the right to require you to re-complete the Identification Verification process before permitting you to transfer or withdraw Digital Currency or FIAT Currency.

You may cancel your bit-case.com Account at any time by withdrawing all balances and by visiting your account. You will not be charged for cancelling your bit-case.com Account, although you will be required to pay any outstanding amounts owed to bit-case.com. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

Closure of account: You can close your account by writing to us at support@bit-case.com

6.7 Relationship of the Parties. bit-case.com is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and bit-case.com to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or bit-case.com to be treated as the agent of the other.

6.8 Password Security and Contact Information. You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the bit-case.com Services. Any loss or compromise of the information and/or your personal information may result in unauthorised access to your bit-case.com Account by third-parties and the loss or theft of any Digital Currency and/or FIAT funds held in your bit-case.com Account(s) and any associated accounts, including your linked bank account(s) and/or credit card(s). You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to the compromise of account login credentials due to no fault of bit-case.com and/or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your bit-case.com Account information has been compromised, contact bit-case.com Support immediately at support@bit-case.com

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

6.10 Unclaimed Property. If bit-case.com is holding funds in your account, and bit-case.com is unable to contact you and has no record of your use of the Services for 6 months, applicable law may require bit-case.com to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, bit-case.com will try to locate you at the address shown in our records, but if bit-case.com is unable to locate you, it may be required to deliver any such funds to the applicable jurisdiction as unclaimed property. bit-case.com reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

7. Customer Queries, Complaints, Feedback and Dispute Resolution

7.1. Contact bit-case.com. If you have any feedback, questions, or complaints, contact us via email at: support@bit-case.com

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

7.2. Complaints. In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. We will acknowledge your complaint via our live chat service on our Customer Support webpage. If a complaint is raised via email. A Customer Complaints officer ("Officer") will consider your complaint. The Officer will consider your complaint without prejudice based on the information you have provided, and any information provided by bit-case.com. Within four weeks of our receipt of your complaint the Officer will address your complaint by sending you an email ("Resolution Notice") in which the Officer will: (i) offer to resolve your complaint in the way you requested; or (ii) make a determination rejecting your complaint and set out the reasons for the rejection; or (iii) offer to resolve your complaint with an alternative solution. Resolution Notice, bit-case.com may treat your response as if it has been submitted on time.

7.3. Appeals. In the event that you reject an offer or determination ("Rejection"), please set out the reasons for the Rejection and include any additional information that you believe is pertinent to your complaint. Any Rejection will be treated as an application to appeal the offer or determination set out in the Resolution Notice. Our Customer Appeals Committee ("Appeals Committee") will impartially consider your complaint (including any additional information provided). We will acknowledge your Rejection within two business days of its receipt provided that you contact us in the prescribed electronic way, and within ten business days if you contact us in any other way. Within four weeks of our receipt of the Rejection the Appeals Committee will address your complaint by sending you an email ("Final Notice") in which the Appeals Committee will: (i) uphold the Resolution Notice; or (ii) reject the Resolution Notice. Notwithstanding its decision regarding the Resolution Notice, the Appeals Committee may also make a new offer to resolve the complaint. Upon receipt of the Final Notice, you will have 14 business days to accept or reject the offer or determination, which you must do by following the instructions set out in the Final Notice. bit-case.com may extend the deadline for you to accept the offer. Failure to respond to a Final Notice will be deemed to be a withdrawal of the complaint and an acceptance that we have no liability to you regarding the subject matter of the complaint. For consumers only: if you fail to respond to a Final Notice and file a claim in a competent court, your failure may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

7.4. Offers. Any offer made under this Section 7 will only become binding on bit-case.com if you accept the offer by following the instructions provided by bit-case.com within the stated time frame. Any offer under this Section 7 will not constitute any admission by bit-case.com of any wrongdoing or liability regarding the subject matter of the complaint. Any acceptance of an offer by you will constitute an acceptance that the complaint is resolved and an undertaking that you will not file a claim in any competent court against bit-case.com regarding the subject matter of the complaint.

7.5. Claims. This provision only applies to consumers. You agree to use the complaints procedure of this Section 7 before filing any claim in a competent court. Failure to comply with this provision may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

8. General Provisions

8.1 Computer Viruses. 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 another 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 bit-case.com. Always log into your bit-case.com Account through the authorized bit-case.com Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

8.2 Release of bit-case.com; Indemnification. If you have a dispute with one or more users of the bit-case.com services, you release bit-case.com, its affiliates and service providers, and each of their respective officers, directors, agents, joint ventures, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold bit-case.com, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, joint ventures, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to any breach of this Agreement or any violation of any law, rule or regulation, or the rights of any third party.

8.3 Limitation of Liability. In no event shall bit-case.com, its affiliates and service providers, or any of their respective officers, directors, agents, joint ventures, employees or representatives, be liable (a) for any amount of the supported digital currency on deposit in your Currency Account or (b) for any lost profits or any special, incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with

authorised or unauthorised use of the bit-case.com site or the bit-case.com services, or this agreement, even if an authorised representative of bit-case.com has been advised of or knew or should have known of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

The bit-case.com services are provided on an "as is" and "as available" basis without any representation or warranty, whether express, implied or statutory to the maximum extent permitted by applicable law, bit-case.com specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. bit-case.com does not make any representations or warranties that access to the site, any part of the bit-case.com services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

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

8.4. Entire Agreement. This Agreement, the Privacy Policy, E-Sign Consent, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and bit-case.com as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and bit-case.com. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8.5 Amendments. We may amend or modify this Agreement by posting on the bit-case.com Site, and the revised Agreement shall be effective immediately and/or at a date in the future notified in the revised agreement. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that bit-case.com shall not be liable to you or any third party for any modification or termination of the bit-case.com Services, or suspension or termination of your access to the bit-case.com Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavour to provide you an advanced notice via our website and/or email before the material change becomes effective.

8.6 Assignment. You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any bit-case.com affiliates or subsidiaries, or to any successor in interest of any business associated with the bit-case.com Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

8.7 Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

8.8 Change of Control. In the event that bit-case.com is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

8.9 Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, bit-case.com Account cancellation, debts owed to bit-case.com, general use of the bit-case.com Site, disputes with bit-case.com, and general provisions, shall survive the termination or expiration of this Agreement.

8.10 Governing Law. This Agreement will be governed by the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

8.11 Liabilities. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

8.12 English Language Controls. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and

interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

Contact us

Questions or comments regarding this Terms & Conditions can be submitted to bit-case.com by email or phone as follows:

Email: **support@bit-case.com**

Physical Address: Pärnu mnt 139c/2, Kesklinna linnaosa, Tallinn, Harju maakond, 11317