

LICENSE AGREEMENT

PLEASE READ THIS LICENCE AGREEMENT BEFORE USING THE WEBSITE.

These License Agreement and related sources/documents, all of which are incorporated by reference into these Terms of Use, constitute a legally binding contract (the “Terms of Use”, or “License Agreement”) between you and BitCib Exchange s.r.o. (and in relation to other Users (as defined below), as applicable in relation to your use of the Website, Apps, APIs, and Services (together, the “Platform”) and cover your use and access to the products, services, software, platform and websites (collectively, “Services”) provided by BitCib Exchange s.r.o. and any of our affiliates. By using our Services, you agree to be bound by these License agreement as well as our Privacy Policy. If you are using our Services as the employee or agent of an organization, you are agreeing to these Terms on behalf of that organization. The web sites which are located at the BitCib Exchange s.r.o. domain name or mobile apps available for download (the “Web Sites”, “App”. “Site”) are operated by BitCib Exchange s.r.o., address Senovážné náměstí 978/23, Nové Město (Praha 1), 110 00 Praha company number 21745544 and its subsidiary companies (“Company,” “we,” “our” or “us”). These License Agreement govern your access to and use of the Web Sites and apply to all services and sub-sites available under the Web as well as all text, audio, video, images, graphics, materials, online communications and other information and content that are or become available on the Web Sites (collectively, the “Information” or “Content”). By using the Web Sites, you (“you” or “User”) signify your acceptance of these License Agreement and your acknowledgement that the information that you provide, directly or indirectly, through the Web Sites will be managed in accordance with the Company Privacy Policy. IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE WEB SITES.

By accepting these Terms of Use, you confirm that you have read, understand and agree with all provisions herein.

1. Acceptance of Terms of Use

- a. Please read these Terms of Use and the Privacy Policy very carefully. If you do not agree to any of the provisions set out in those documents, you must not use any component of the Platform. By accessing or using the Platform, registering an account, or viewing, accessing, streaming or uploading any information or Content from or to the Platform, you represent and warrant that you have read and understood these Terms of Use and the Privacy Policy, and agree to and will abide by them. You further represent and warrant that you are at least either 18 years of age or the applicable age of majority in your jurisdiction.
- b. If you violate any of these Terms of Use or the Privacy Policy, or otherwise violate an agreement between you and us, the Company may terminate your usage of the Platform, and any Content or any other information you have posted on the Site and prohibit you from using or accessing the Platform or any part thereof.
- c. These Terms of Use and the Privacy Policy are subject to the provisions of the European Union (“EU”) General Data Protection Regulation (“GDPR”), AMLD 5 and other

applicable laws. Company agrees that, under the GDPR, it is a data “Controller” and you are a “Data Subject” with certain protected privacy rights concerning your “Personal Data”.

2. Changes to Terms of Use

Company reserves the right to change, alter, replace, or otherwise modify these Terms of Use at any time in its discretion (for example, without limitation, to address legal or regulatory changes, or changes to features or functionality made available through the Platform). Company will announce any such change, alteration, replacement, or modification reasonably in advance. References in these Terms of Use to “our discretion,” “Company’s discretion,” or words of similar import shall be understood to refer to Company’s sole discretion as from time to time exercised by Company.

3. Service description

Company cannot and does not guarantee its accuracy, applicability, reliability, integrity, performance or appropriateness, nor shall Company be liable for any loss or damage that may be caused directly or indirectly by your use of these contents. The information about Company services may change without notice, and the main purpose of providing such information is to help Users make independent decisions. Company does not provide investment or consulting advice of any kind, and is not responsible for the use or interpretation of information on Company or any other communication medium. All Users of Company must understand the risks involved in virtual assets trading, and are recommended to exercise prudence and trade responsibly within their own capabilities.

4. Eligibility

By registering to use a Platform, you represent and warrant that: (i) as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws; (ii) as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Term of Use; (iii) you have not been previously suspended or removed from using the Company Web site or the Company services; (iv) you do not have an existing Company account; (v) you are not resident, located in or otherwise attempting to access the Company platform or the Company services from, or otherwise acting on behalf of a person or legal entity that is resident or located in, a location restricted from using our services. For the purposes hereof, “Restricted Location” shall include the United States and Canada and such other locations as designated by Company from time to time as a “Restricted Location” for the purposes hereof; (vi) if you act as an employee or agent of a legal entity, and enter into these Terms of Use on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity and to access and use the Company platform and services on behalf of such legal entity; and (vii) your use of the Company platform and services will not violate any and all laws and regulations applicable to you or the legal entity on whose behalf you are acting, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.

Please note that there are legal requirements in various countries which may restrict the products and services that Company can lawfully provide. Accordingly, some products and

services and certain functionality within the Company Web Site may not be available or may be restricted in certain jurisdictions or regions or to certain users. You shall be responsible for informing yourself about and observing any restrictions and/or requirements imposed with respect to the access to and use of the Company platform in each country from which the Company platform and the Company services are accessed by you or on your behalf. Company reserve the right to change, modify or impose additional restrictions with respect to the access to and use of the Company Web Site and the Company services from time to time at their discretion at any time without prior notification.

5. Use Restrictions

The following use restrictions apply to all Users:

- 1) You must not, and must not permit any third party to, use any Content (other than Your Content) in any way that is designed to create a separate content service or that replicates any part of the Platform offering, structure or intellectual property.
- 2) You must not, and must not permit any third party to, employ web scraping or similar techniques to aggregate, repurpose, republish or otherwise make use of any Content or any part of the Platform.
- 3) You must not, and must not permit any third party to, employ any techniques or make use of any services, automated or otherwise, designed to misrepresent the popularity of Your Content on the Platform, or to misrepresent your activity on the Platform (including, without limitation, by the use of bots, botnets, scripts, apps, plugins, extensions or other automated means, or otherwise act on your behalf), particularly (without limitation) where such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other Users.
- 4) You must not, and must not permit any third party to, alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Platform or any Content on the Platform (other than Your Content).
- 5) You must not, and must not permit any third party to, copy or adapt the object code of the Website or any of the Apps or Services, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Platform, or circumvent or attempt to circumvent or copy any copy protection mechanism or territorial restrictions or access any rights management information pertaining to Content (other than Your Content).
- 6) You must not, and must not permit any third party to, use the Platform to upload, post, store, transmit, display, copy, distribute, promote, make available, continue to make available or otherwise communicate to the public:
 - a) any Content that is suspected infringement, abusive, libelous, defamatory, pornographic or obscene, that promotes or incites violence, terrorism, illegal acts, or hatred on the grounds of race, ethnicity, cultural identity, religious belief, disability, gender, identity

or sexual orientation, or that is otherwise considered to be objectionable in Company discretion;

b) any information, Content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties, including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right;

c) any Content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise is determined to be illegal or unlawful in Company discretion;

d) any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which does or might overburden, impair or disrupt the Platform or servers or networks forming part of, or connected to, the Platform, or which does or might restrict or inhibit any other User's use and enjoyment of the Platform; or

e) any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.

9) You must not, and must not permit any third party to, commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation;

10) You must not, and must not permit any third party to, rent, sell or lease access to the Platform or any Content on the Platform.

11) You must not, and must not permit any third party to, impersonate any person or entity or otherwise misrepresent your or such third party's affiliation with a person or entity, for example, by entering our Platform in the name of another person or another company, or making deposits/withdrawals or making comments using the name of another person.

12) You must not, and must not permit any third party, to stalk, exploit, threaten, abuse or otherwise harass another User or any Company employee.

13) You must not, and must not permit any third party to, collect or attempt to collect personal data or any other kind of information about other Users, including, without limitation, through spidering or any form of web scraping.

14) You must not, and must not permit any third party to: violate, circumvent or attempt to violate or circumvent any data security measures employed by Company or any User; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of Company servers, system or network or attempt to breach Company data security or authentication procedures; attempt to interfere with the Website, the Services or other elements of the Platform by any means, including, without limitation, hacking Company servers or systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of Company under these Terms of Use or otherwise, Company reserves the right to investigate any situation that appears to

involve any of the foregoing, and may report such matters to appropriate law enforcement or other authorities, and cooperate with any such authorities in prosecuting any Users who have participated in any such violations.

15) You must not, and must not permit any third party to, engage in any activity that violates any applicable laws or provisions of regulations relating to access to the Platform or its use or that violates rights (including intellectual property rights) of Company or any third parties (including, without limitation, the right to publicity, the right to privacy, and the right to use a pseudonym) or that disparages or discredits any of them in any way.

16) You are responsible for any internet connection or mobile fees and charges that you may incur when accessing the Platform.

i. Company (or third parties acting on its behalf) may collect information about use of the Platform. Third-party platforms through which you access the Platform (including mobile apps) may collect information about your use of those platforms and provide such information to Company. Company may collect and use such information in accordance with these Terms of Use and the Privacy Policy.

ii. You agree to comply with the above conditions at any and all times that you use the Platform, and acknowledge and agree that Company has the right, in its discretion, to terminate your access to the Platform or take such other action as it sees fit if you breach any of the above conditions or any of the other provisions of these Terms of Use or violate/are suspected of violating any law. This may include taking court action for damages and/or reporting offending Users to the relevant authorities.

6. Refund Policy

If you are not satisfied with our Services or believe there has been an error in the provided Services, please contact our Customer Service Department by email at info@bitcib.com immediately so that we can help you resolve the issue.

When contacting us, please include any details relating to the Services you have provided with so that we can ensure you are completely satisfied with your experience. All refund requests must be made immediately.

Procedure: If your order to buy or sell cryptocurrency fails for any reason (e.g. incorrect payment details, trade cancellation, etc.), we provide the opportunity to return funds. When returning funds, you will be charged our commission from the order amount.

To initiate a refund procedure, please contact our customer service team. Provide the necessary information about your order and the reason for failure.

We are committed to providing a transparent and fair refund policy to ensure our customers' satisfaction and maintain trust in our platform. If you have any additional questions or needs, don't hesitate to contact our support team for further assistance.

Please note that if the transaction is marked completed on one of the crypto currency exchanges platforms with whom we are working there will be no refund to the user.

We do not offer refunds when after the internal investigation we discovered that the Services was provided completely and in full in accordance with this Terms of Use.

7. Third Party Websites and External Services

a. The Platform may provide you with access to third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, products or services, including, without limitation, Linked Services (hereinafter, "External Services"). Company does not have or maintain any control over External Services, and is not and cannot be responsible for their content, operation or use. By linking or otherwise providing access to any External Services, Company does not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality or authenticity of content, information or services provided by such External Services.

b. External Services may have their own terms of use and/or privacy policy, and may have different practices and requirements to those operated by Company with respect to the Platform. You are solely responsible for reviewing any terms of use, privacy policy or other terms governing your use of these External Services, which you use at your own risk. You are advised to make reasonable enquiries and investigations before entering into any transaction, financial or otherwise, and whether online or offline, with any third party related to any External Services.

c. You are solely responsible for taking the precautions necessary to protect yourself from fraud when using External Services and to protect your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content and material that may be included on or may emanate from any External Services.

d. Company disclaims any and all responsibility or liability for any harm resulting from your use of External Services, and you hereby irrevocably waive any claim against Company with respect to the content or operation of any External Services.

8. Blocking and Removal of Content

a. Notwithstanding the fact that Company has no legal obligation to monitor the Content on the Platform, Company reserves the right to block, remove, adapt or delete any Content at any time (all or in part), and to limit or restrict access to any Content, for any reason and without liability, including, without limitation, if it has reason to believe that such Content does or might infringe the rights of any third party, has been uploaded or posted in breach of these Terms of Use or applicable law, or is otherwise unacceptable to Company in its discretion taking into account the relevant User's legitimate interests.

9. Repeat Infringers and Monitoring

a. Company will suspend or terminate your access to the Platform if Company determines, in its discretion, that you have breached these Terms of Use.

b. If Company receives a notification from a third party that it believes to be valid in accordance with its reporting processes or if Company believes that your behavior violates these Terms of Use, Company will send you a written or email warning to this effect (and Company will have the right at its discretion to remove such Content either permanently or temporarily if it has reason to believe that such Content does or might infringe the rights of any third party).

c. Company will also suspend or terminate your order without warning if ordered to do so by a court or other law enforcement authority, and/or in other appropriate circumstances, as determined by Company in its discretion.

The Web Sites generally do not pre-screen, monitor or edit the content posted by Users of the Web Sites. Company and its agents and representatives have the right, at their sole discretion, but no obligation, to monitor the use and content of the Web Sites and reserve the right to edit, refuse to post or remove any content or Information that, in Company's sole judgment, does not comply with these Terms of Use or is otherwise objectionable.

10. Disclaimers

a. THE PLATFORM (INCLUDING ALL ITS COMPONENTS) AND ALL CONTENT AND SERVICES ACCESSED THROUGH OR VIA THE PLATFORM ARE PROVIDED "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS".

b. COMPANY AND ITS REPRESENTATIVES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF THE PLATFORM. NEITHER COMPANY NOR ANY OF ITS AFFILIATES GUARANTEES OR PROMISES ANY RESULTS FROM THE USE OF THE PLATFORM,

INCLUDING, BUT NOT LIMITED TO, RELATED SOFTWARE. NEITHER COMPANY NOR ANY OF ITS AFFILIATES REPRESENTS OR WARRANTS THAT ANY CONTENT, SERVICES, PLATFORM, OR SOFTWARE FOUND WITHIN ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH CONTENT OR SOFTWARE AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND REMOVE VIRUSES AND OTHER HARMFUL COMPONENTS. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS SOMEHOW ATTRIBUTED TO ANY CONTENT, SERVICES, PLATFORM AND RELATED SOFTWARE IS DISCLAIMED.

c. NEITHER COMPANY NOR ITS AFFILIATES MAKES ANY PROMISES, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) REGARDING THE PLATFORM (INCLUDING ALL ITS COMPONENTS), ANY CONTENT, OR ANY EXTERNAL SERVICES. WITHOUT LIMITATION, NEITHER COMPANY NOR ANY OF ITS AFFILIATES WARRANTS THAT:

1) YOUR USE OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE,

2) ANY PLATFORM DEFECTS WILL BE CORRECTED, OR THE PLATFORM, ANY CONTENT, OR THE SERVERS ON WHICH THE PLATFORM OPERATES ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS,

- 3) ANY TRANSMISSION OF CONTENT UPLOADED TO THE PLATFORM WILL BE SECURE OR ANY ELEMENTS OF THE PLATFORM DESIGNED TO PREVENT UNAUTHORIZED ACCESS, SHARING OR DOWNLOAD OF CONTENT WILL BE EFFECTIVE IN ANY AND ALL CASES,
 - 4) YOUR USE OF THE PLATFORM IS LAWFUL IN ANY PARTICULAR JURISDICTION,
 - 5) THE QUALITY OF THE PLATFORM AND RESULTS OF YOUR INTERACTION WITH THE PLATFORM WILL MEET YOUR EXPECTATIONS OR NEEDS,
 - 6) COMPANY WILL CONTINUE TO PROVIDE OR SUPPORT ANY PARTICULAR OPPORTUNITY OR FEATURE OF THE PLATFORM,
- e. WHERE THE LAW OF ANY JURISDICTION LIMITS OR PROHIBITS THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES AS SET OUT ABOVE, THE ABOVE DISCLAIMERS MAY NOT APPLY TO THE EXTENT THAT THE LAW OF SUCH JURISDICTION APPLIES TO THESE TERMS OF USE.

11. Limitations of Liability

Company is not liable for negligence unless such negligence results in injury to life or health. In particular, Company is not liable for lost profits, legal consultants advise or advises that cause User material or non-material damages that unless these are caused by Company willful or grossly negligent misconduct.

12. Indemnification

You hereby agree to fully indemnify, defend and hold harmless Company, its Representatives, its third-party information suppliers, its independent contractors, and other Users that may upload Content to the Platform from and against any and all liabilities, damages, costs and expenses (including all legal and professional fees) arising out of or relating to any claim, action, suit, complaint or other proceeding (which are hereinafter collectively referred to as "Claim(s)") brought by a third party and arising in whole or in part from any of the following:

- 1) any violation by you of these Terms of Use;
- 2) any violation by you of rights of third parties;
- 3) any activity related to you, your use of the Platform or inability to use it, unless such activity was solely caused by the willful or grossly negligent act or default of Company.

13. Ownership and License

The Platform and the Information, computer code, and related functionality appearing, featured or otherwise displayed on the Platform are owned by Company, its affiliates, and their respective licensors or other third parties and protected under the copyright, trademark and other laws of Czech Republic and other countries sand international treaty provisions. We grant to you a limited, non-exclusive, non-transferable license to use the Web Sites in strict accordance with these Terms of Use and the instructions provided by us on the Web Sites. The materials provided on the Web Sites, including, without limitation, the Information, computer code, and related functionality, are for your personal, private and non-commercial use only. Except as may be explicitly permitted through the Web Sites, you may not copy,

modify, upload, republish, distribute, display, post, license, create derivative works from, or transmit anything you obtain from the Web Sites, including anything you download from the Web Sites, unless you first obtain our written consent. Any rights not expressly granted herein are reserved to Company and its affiliates. You may not remove, obscure, or otherwise deface proprietary notices appearing on the Web Sites, or any Content or Information. Any unauthorized use of the Web Sites or its contents may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes. As a condition of your use of the Web Sites, you warrant to Company you will not use the Web Sites for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Web Sites in any way that could damage, disable, overburden or impair the Web Sites or interfere with any other party's use and enjoyment of the Web Sites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Company Platform. This includes without limitation the following activities: Provide false or misleading KYC information, disclose your personal information of another user; Harvest or collect information about any users of the Web Sites; Transmit or facilitate the transmission of any "junk mail," "chain letters," or unsolicited mass mailing or "spamming" in connection with the Web Sites; Use any robot, spider, site search/retrieval application or automatic device to retrieve, index "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Web Sites or any content or Information of the Web Sites; Modify the Information, content, programs or other materials on the Web Sites or hack into or access the Company servers or Web Sites in an unauthorized manner; Frame or mirror any part of the Web Sites, without the express permission of Company; Reverse engineer, decompile, disassemble, translate or otherwise alter any portion of the Web Sites; Upload or input to the Web Sites any information that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, interfere with, intercept, or expropriate any portion or system of the Web Sites. You agree that your use of the Web Sites may be suspended or terminated immediately upon receipt of any notice which alleges that you have used the Web Sites in violation of these Terms of Use and/or for any purpose that violates any local, state, federal or law of other jurisdictions, including, but not limited to, the posting of information that may violate third party rights, may defame a third party, may be obscene or pornographic, may harass or assault others, or may violate any laws, rules or regulations, including, hacking or other criminal regulations. You understand that actions in violation of these Terms of Use may subject you to serious civil and criminal legal penalties and Company reserves the right to pursue penalties and other remedies to the fullest extent of the law to protect our rights.

14. Severability

Should any provision of these Terms of Use, or any provision incorporated into these Terms of Use, now or in the future, be or held to be wholly or partly invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness or enforceability of the remaining provisions. Any such invalid, ineffective or unenforceable provision shall, to the extent permitted by law, be deemed replaced, or to the extent this is not possible, shall be replaced through an agreement in the required form by you and Company, by such valid, effective and enforceable provision as comes closest to the intent and purpose of such invalid, ineffective

or unenforceable provision. The aforesaid shall apply mutatis mutandis to any unintended omission in these Terms of Use.

15. No Waiver

In the event that either you or Company fails to exercise any right or remedy contained in these Terms of Use, that does not mean you or Company (as applicable) have waived that right or remedy and so shall not be construed as a waiver.

16. Rights and Obligations of the User

The User is entitled to the following:

- full and timely receipt of Services of proper quality;
- return of funds that were deposited by the User as a replenishment of his personal account (if applicable) and were not used to pay for the Services in the manner prescribed by this Agreement;

The User undertakes:

- comply with the terms of the Agreement
- use access to the Services and the information that he receives as a result of receiving the Services only for his own purposes, not related to the transfer for temporary use of access to the Services or the publication of this information on any web pages on the Internet or outside;
- not provide access to the Services to third parties through electronic information systems, including via the Internet in such a way that any person can get such access from any place and at any time at his own choice; - not violate the copyright of the Company.

The User is prohibited from:

- perform any actions (including using software) aimed at disrupting the normal operation of the Platform;
- attempt to gain access to the (personal accounts) of other Users by hacking, guessing a password or otherwise illegally;
- transfer to third parties the data specified during registration (login and password), which can be used to access the User's personal account and receive the Services;
- use funds or electronic money obtained by criminal means to replenish the personal account (if applicable);
- provide the Company with false data regarding his own identity when returning funds that were made by the User as an advance fee when replenishing his personal account and were not used by him to pay for the Services;
- upload, store, publish, distribute, provide access to or otherwise use viruses, trojans and other malicious programs;
- use automated scripts (programs) to collect information on the Site and / or interact with the Site and its services;
- carry out illegal collection and processing of personal data of other persons.

17. Changes to the Platform and Pricing

a. Company reserves the right at any time and for any reason to suspend, discontinue, terminate or cease providing access to the Platform or any part thereof, temporarily or permanently, and whether in its entirety or with respect to individual territories only. In the case of any temporary or permanent suspension, discontinuation, termination or cessation of access, Company shall use its reasonable endeavors to notify registered Users of such decision in advance.

b. You hereby agree that Company and its Representatives shall not be liable to you or to any third party for any damage or losses incurred with respect to any changes or modifications to the Platform that Company may wish to make or makes from time to time, or for any decision to suspend, discontinue or terminate the Platform or any part or parts thereof, or your ability or inability to use or access the same from or within any territory or territories.

18. Termination

a. You may terminate this Agreement at any time by sending notice in writing to Company at info@bitcib.com confirming such termination, or by removing all of Your Content from the Platform.

b. Company may suspend your access to the Platform and/or terminate this Agreement at any time (i) if you are deemed to be a Repeat Infringer as described above; (ii) if you are in breach of any material provision of these Terms of Use (as Company, in its discretion, shall determine); (iii) if Company elects in its discretion to cease providing access to the Platform in the jurisdiction where you reside or from where you are attempting to access the Platform; or (iv) under any other circumstances as determined by Company in its discretion. If your access to the Platform is suspended or terminated by Company pursuant to (i) or (ii) above, you will not be entitled to any refund.

e. The provisions of these Terms of Use that are intended by their nature to survive the termination or cancellation of this Agreement will survive the termination of this Agreement, including, but not limited to, those sections entitled: Company Personal Accounts, Use Restrictions, General Representations, Reporting Infringements, Third Party Websites and External Services, Disclaimers, Limitations of Liability, Indemnification, Termination, Assignment to Third Parties, Severability, Entire Agreement, Assignment to Third Parties, and Applicable Law and Jurisdiction.

19. Assignment to Third Parties

Company may, in its discretion, assign its rights and (where permissible by law) its obligations under this Agreement, in whole or in part, to any third party at any time without notice, including, without limitation, to any person or entity acquiring all or substantially all of the assets or business of Company. You may not assign this Agreement or the rights and duties hereunder, in whole or in part, to any third party without the prior written consent of Company.

20. Entire Agreement

These Terms of Use and all incorporated documents (including, without limitation, the Privacy Policy) constitute the entire agreement between you and Company and any of its

Representatives with respect to the subject matter hereof, including, without limitation, your use of the Platform, and supersede any prior agreement between you and Company and any of its Representatives.

21. Applicable Law and Jurisdiction

- a. This Agreement is subject to the laws of Czech Republic and you hereby agree to submit to the exclusive jurisdiction of the courts in Czech Republic for resolution of any dispute, action or proceeding arising in connection with this Agreement.
- b. The foregoing provisions of this Applicable Law and Jurisdiction section do not apply to/bar any claim in which Company seeks equitable relief of any kind. You acknowledge that, in the event of a breach of this Agreement by Company or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against Company, including with respect to Your Content, and your only remedy shall be for monetary damages, subject to the limitations of liability set forth in these Terms of Use.
- c. Company shall be entitled to file a claim with any competent judicial authority or take any legal proceedings to obtain injunctive relief or other prohibition against you if Company deems such actions necessary or desirable.

22. Disclosures

The Platform is offered by bitcib exchange s.r.o. a limited liability company incorporated in accordance with the laws of Czech Republic.

Contact: info@bitcib.com