

BITYARIS EXCHANGEREFUNDPOLICY

This refund policy sets out the liability of Bityaris Exchange (together, us, we, and our) to the client (you/yours), as per our Terms and Conditions set for our Digital Wallet Functionality services, with regards of the fund refunds being particularly loaded in your Digital Wallet. Additionally, this policy is a supplementary to our Digital Wallet Services terms and conditions and wherever the context permits, we will use ‘CAPITALS’ bearing the meanings ascribed as per our Digital Wallet Services conditions.

In the event of loading funds to your Digital Wallet, in accordance with our Digital Wallet Services conditions, our obligation to you is limited only to credit the funds up to the extent of the amount being loaded to your Digital Wallet. The application of funds being loaded will only be limited only to the extent of following transactions available on our platform:

- To buy/sell digital currencies listed on our exchange platform.
- For the payment of fees charged by us in relation to trade execution fees, account opening fees, listing fees, withdrawal fees, margin fees, token development fees, ICO marketing fees and/or other services that are/will be provided through Bityaris Exchange or our associate companies now and in the future.
- Fund transfer to bank accounts or other digital addresses as specified by you.
- To transfer or make payments on our payment gateway platform.
- Any other relevant commissions and/or charges as mentioned in the digital wallet services conditions.

In case of any errors in loading your Digital Wallet due to network failure, where the funds are not loaded correctly, your fund depositing process will be analyzed to resolve the issue.

Additionally, you are entitled to a refund due to our error in administering your Digital Wallet in the following cases:

- For the intended digital currencies applied to buy or sell fails.
- For a failed transaction executed on our payment gateway network.
- For a failure in transferring digital currencies to private addresses, wallets, accounts or third parties.
- For failure in making payments related to fees or commission of any kind on our platform.

As mentioned in the Digital Wallet Services conditions, if within the specified ‘Cooling-off Period’ you decide to exercise your right to cancel your Bityaris Exchange account

with us, you will be entitled to a full refund of the amount stored in your Digital Wallets at the time of cancellation. We hold the rights to deduct any applicable charges or commissions; fees or costs that might have incurred on your Digital Wallet and are payable to you and will refund the balance amount only after all the charges set against your account are duly settled.

You have the right to withdraw/take out/transfer your electronic funds in your Digital Wallet at any time unless you placed a buy and sell order. After the withdrawal or transfer request, any fees/costs due on your account will be deducted and the refund/transfer of balance amount will be initiated.

Policy Notes 3 to 6 sets out the extent of conditions in which we will process your refunds or reimbursement. In the event of non-receipt of a refund within 7 working days, please raise a refund request query with the relevant details for eligibility of your refund along with the snapshot of a failed transaction and email us at support@bityaris.com We will evaluate your request and process your refund request basis you are eligible for a refund.

In any case of refunds, the entire refund amount applicable will be refunded only to its origin/instrument used by you to initiate a transaction onto/from your Digital Wallet. A refund request in a different account other than its origin will in no case be entertained, and if you wish for us to provide an explanation for refusing your refund request, you can contact us at support@bityaris.com. You can escalate the matter to The Financial Ombudsman if you do not find our explanation satisfactory. In such cases the decision taken by The Financial Ombudsman will be final and binding and in no case will further queries be entertained.

It will take a maximum of 7 working days for any kind of refunds to your bank accounts, cards, digital wallets or other financial instruments used for loading funds on our Digital Wallet.

If while loading your account using a debit/credit card or a charge card or any other instrument that carries a right to chargeback, and in the event of a refund/reimbursement request raised by you from your Digital Wallet, you agree that you may not exercise your right to demand the chargeback refund for any nature of events except network failure that are out of our control. In such cases, we reserve a right to deduct fees or charges incurred by us and refund the entire amount only after deducting any costs or fees incurred by us.

In case of transfer of a currency that requires a currency conversion, as per the conditions set in our Digital Wallet Services conditions, any refunds or reimbursements will be made only after deducting the necessary fees occurred during the currency conversion event.

In any scenario, our liability is only limited to provide you with a refund amount for the funds transferred by you to us from your payment origin instrument after deducting all the dues and costs payable to us and charged on your account for each transaction.