

BITYARIS TERMS OF USE

This agreement is between Bityaris Exchange(the service operator hereinafter referred to as we, our or us) and the client (hereinafter referred to as you/yours).

By using any of the services made available through the Bityaris Exchange website or the use of other affiliates program and other products offered by the Bityaris Exchange(now and in the future), you agree to our terms and conditions as specified in this Terms of Use agreement, and in addition, you offer your consent and accept the terms specified in our Privacy Policy and Consent Form all of which have been applied and incorporated under the General Data Protection Regulation (GDPR) regulation in EU. This is a legally binding contract between the Bityaris Exchange and our clients and we advise our users to carefully read the entire document along with all the related notices and policies prior to using any of our services. Once a client registers, uses or accesses the Bityaris Exchange platform, it will be deemed that they have agreed to our terms and conditions as specified in this Terms of Use Agreement. Further, if a user has a disagreement to this User Agreement, it is advised that they proceed to initiate the account closure function (only a vailable to the existing clients) and immediately stop using the services and products offered by our platform.

For further information on Bityaris Exchange platform, you can proceed to the company website and refer to the licensing information available on the webpage under the legal section. Any questions or queries on our Terms of Use Agreement, Privacy Policy or any other policies should be raised through our Customer Support Team using the link available on our official website.

User Eligibility

Users can register on Bityaris Exchange by entering personal details in our user sign - up/registration page and upon a successful registration; you will have affirmed that you have attained the age of at least 18 years (the minimum specified age for the eli gibility criteria and usage of our products) and that you are an individual, legal entity or an organization with complete authority and legal capacity to enter into this agreement. If you do not fulfill any one of these criteria, and still continue to use our platform, you and your legal guardian shall undertake all the legal consequences arising out of your irresponsible behavior and your actions. Further, Bityaris Exchange will have full rights to cancel and/or freeze your account and in addition to that file claims for the compensation of any potential losses occurred to us against you and your legal guardian.

Indian citizens are restricted to trade on this exchange or any other platform connected to Bityaris.com. US citizens and Citizens from US sanctioned countries are restricted to trade on the platform. Citizens from mentioned countries are responsible for profit and loss he/she makes on the system and holds no claim against the management and partners.

Usage Prohibition

The law prohibits Bityaris Exchange from conducting any business whatsoever with individuals or entities that appears on the official trade or economic Sanctions List released by the government. As such, by accessing or using the Bityaris Exchange network and any of its services, you declare that you do not appear on any of the sanctions list released by the United Natio ns Security Council or any other equivalent

authority. It is at the sole discretion of Bityaris Exchange to select its markets and operate under select jurisdictions and it may deny access to use its products and services to citizens of several countries. The policies laid in this User Agreement shall not be excluded from the defined laws of a country under which a particular user may belong to. Bityaris Exchange will maintain its stance to not provide access to any of its products or services at any time to the prohibited users and certain entities.

Terms and Conditions of the Agreement:

Bityaris Exchange reserves the sole right to modify, alter or change the applied terms and conditions of this agreement at any time and at its sole discretion without any prior consent. Once updated, Bityaris Exchange will provide a notification of the revision in the Terms and Conditions on the 'Terms and Conditions' webpage with the date and time stamp specified on the top of the page (Last Revised:). Any modifications or updation in the revised Terms and Conditions of this User Agreement will be effective immediately upon its release and as such, the continuation of the services of Bityaris Exchange by its clients will be deemed as acceptance of the amended terms and conditions as specified in this agreement. Further, on acceptance of the amended conditions, no disputes will be entertained and the most recent terms and conditions specified in this document will be legally binding for both parties.

Description of Products and Services

The Bityaris Exchange primarily provides an online (purely crypto to crypto based) digital asset trading platform commonly referred to as 'cryptographic tokens', 'cryptocurrencies', 'digital tokens', or 'cryptographic currency'. Additionally, Bityaris Exchange will also provide the following trading platforms:

Commodities Trading Platform: A trading platform to trade in commodity products such as Base Metals, Energy Products, Bullions, and Agro Commodities.

Forex Trading Platform: A trading platform to trade in Fiat currencies such as EUR, USD, JPY, GBP etc.

Contracts for Difference: A derivative trading platform for users to take leveraged positions in various financial instruments offered by Bityaris Exchange platform.

Bityaris Exchange functions as an exchange and trading platform provider and solely facilitates the buying and selling of financial instruments (as mentioned above) between its clients. It is in no way engaged as a buyer or seller in the trades made between traders expect for acting as a market maker solely for its own indigenous cryptocurrency Bityaris Coin that will be sold to its users from the exchange platform only. Prior to the commencement of trading, users or traders will have register and open a trading account with Bityaris Exchange platform and deposit the required digital assets in their eWallets (as per the Pair Trading Policy) for the commencement of trades on the platform. From

time to time, clients will have the ability to raise a withdrawal request of their funds or digital assets at their disposal. However, the withdrawals will be subject to the limitations as slated in our withdrawal policy.

We strive to maintain accuracy standards for the information displayed on our website. However, there's no guarantee about the accuracy, reliability, suitability, completeness, fitness or performance for users to rely on the content published through our website and Bityaris Exchange will not accept any liability for the damage or losses that may arise directly or indirectly by using the published content. Information published on our website is subject to change from time to time without any prior notice to its users. The primary function of such content is intended to facilitate our users with information that we deem accurate to arrive at their own independent decisions without any bias. Bityaris Exchange is under no capacity an investment advisory services provider and does not support any particular market. Any losses to the user arising out of the misinterpretation of the information or content published on the website or any other communication medium owned by Bityaris exchange will be the sole responsibility of the users and Bityaris Exchange will not remain liable in any cases. All the users of Bityaris Exchange must understand the risks associated with trading in financial instruments and we advise our users to advocate financial prudence and execute trades responsibly within the means of their own to avoid any potential financial mishaps.

The Bityaris Exchange has laid emphasis to secure the platform that ensures seamless continuity of our services. In case of any downtime or scheduled maintenance, users will be informed well in advance through our communication channels. However, in case of out of control situations such as the Act of God, terrorist attacks, malicious targeted hacking of our servers or any other unforeseen situations, Bityaris will not be held accountable for any losses arising out of such situations. Bityaris reserves the sole right to cancel, block or rollback any or every executed transaction on its platform in the event of suspicious activity or abnormal transactions. At any point in time, Bityaris will never ask its users for their account passwords or to transfer funds from different markets that are not listed on its trading platform. Users will hold full responsibility while dealing in promotions or discounts that could be potential scams. Although the list slated above is non-exhaustive and there are endless possibilities where schemers could compromise users' account, our clients agree that Bityaris Exchange will not be responsible for any losses arising out of the situations mentioned above.

By using the products and services of Bityaris Exchange, you declare all the information specified in the above policy is true, complete and accurate and you agree to the terms and conditions specified in this agreement.

Pre-Requisites for Bityaris Account Registration

Registration

Prior to using our exchange services, all individuals are required to register through the website link <https://bityaris.com/register> for a Bityaris Trading account. The registration process will involve sharing of personal details such as Full Name, Email Address, Password, Date-of-Birth and Type of Account and in addition to this; all registrations must accept our Terms of Use, Consent Form and Privacy Policy for a successful registration and opening of a trading account. It is at the sole discretion of Bityaris Exchange to deny opening of an account to a user in certain special conditions.

Requirements for Usage of Accounts

Accounts created on Bityaris Exchange are limited for use and only the person on whose name the account is registered will have the sole right to operate that particular account. In case Bityaris discovers unauthorized usage of account that is used by individuals other than the person in whose name the account has been registered, Bityaris holds the right to freeze, suspend or cancel such accounts and will not be held responsible, legally or contractually for such unauthorized accounts.

User Identity Verification

Registration on Bityaris Exchange requires its clients to share personal information and users agree to share the required personal information to the company for the sole purpose of identity verification. Additionally, users also give the authority for Bityaris Exchange to use such personal information specifically in combating illegal activities and for detection of fraud, money laundering, terrorist financing and other associated financial crimes on our platform. Also, in order to comply with the standards followed by the global industry for data retention, you agree and provide us the authority to store and keep a record of your personal data for a lifetime of your account plus another 5 years after the final closure of your account. You also authorize us to use your personal information to make inquiries directly or through third parties in order to ensure the correctness of your identity and prevent any potential financial fraud on our platform.

While the identity information required on our platform to open an account includes Full Name, DOB, Email Address and Contact Information along with an identity proof in certain cases, this is not an extensive list and we might require additional information upon certain enquires to facilitate the continuation of your account. Also, once you submit your personal information, you confirm that the information is accurate and authentic to your knowledge and post account opening procedure; you guarantee that any updation in your personal information will be informed to the exchange at the earliest. In case of any reasonable doubts that the information you provided is incorrect, untruthful, outdated or forged, Bityaris holds the right to demand correctness of information and in cases of incompetence, to terminate the services provided to you without any prior intimation. In such cases of termination of services, the client shall be solely responsible for his/her actions and any potential losses arising out of such situations. You hereby acknowledge and agree to provide your personal information and oblige to update it as and when is required or necessary.

Account Security

Post the account opening procedure, a user will have to entrust their funds with Bityaris Exchange and we make it our priority to maintain utmost security standards for the protection of your funds. To put this in perspective, we have implemented industry standard protections to secure our platform. However, there are certain account -level risks that are out of our control and a user of such account is solely responsible for such risks depending on the actions being performed. While we ensure your account safety, we also urge you to understand the prime importance of safety measures and accordingly to take precautions to ensure the safety of your personal information and funds.

We advise not to entrust your account password with anyone and you shall solely be responsible for safekeeping your Bityaris account and password on your own. Further, you shall be held responsible for all the account related activities under your log -in email ID such as information posting, information disclosure, consent to and/or submission to various rules and policies, and online renewal of agreement etc.

We are not responsible for any hacking attempt made on the system.

You hereby agree that:

You are responsible for immediately notifying Bityaris about any unauthorized usage of your account and password or any other security rules being violated that compromises the integrity of your account.

You will strictly observe any authentication, security, charging or withdrawal mechanisms of the website and service.

You will log-out from your account by following proper steps at the end of each visit.

In case of any losses arising out of failure to comply with above mentioned security provisions, Bityaris will not be held accountable in any way.

Resolution of Disputes

Bityaris holds the sole right and discretion to resolve any issues or disputes arising on its platform. A list of issues includes but not limited to violation of laws and regulations, infringement of others' rights, and abnormal trades that unless otherwise are not explicitly mentioned in Terms and Conditions. By agreeing to this policy, users also agree that any costs arising out of the process of resolution of disputes will be borne solely by the responsible client and Bityaris reserves the right to procure such costs from a client's eWallets without any prior intimation.

Guidelines for Usage of Service on Bityaris Exchange Platform:

The clients are hereby required to agree to the following guidelines during the use of services offered by Bityaris Exchange platform:

During the use of exchange services provided by Bityaris, all the activities are required to be in compliance with the applicable laws and regulations, in addition to the policies and guidelines as laid out by the company and,

Will not violate in any way public ethics, public interests or the legitimate interests of the society at large,

Will not constitute as a part of or wholly to evade paying taxes or relevant fees Will not violate the policies and rules laid out in this agreement

In case of violation of the policies, while might result in facing legal consequences, you shall independently be held responsible for all the legal liabilities and/or losses in your own name. You shall also indemnify Bityaris from all claims, costs or actions that might arise from such act of violation. You give your consent not to use or publish data or information displayed on our website for any commercial purposes whatsoever without prior consent obtained from Bityaris in writing. You are obliged to use our platform in accordance with the terms and conditions laid out in this agreement and in accordance with our privacy policy, without undergoing or undertaking any acts of unfair competition nor attempting to undermine the normal operations of the exchange. Examples of such unfair practices or malicious acts include but not limited to the following:

Using a code, device, malware or subroutine intended to interfere with the website.

Overloading of the servers with the help of network equipments that loads data requests at unreasonably high speeds

Executing malicious trades, purchases or sales of cryptocurrencies or any other financial instruments on the exchange platform.

By accessing the Bityaris Exchange service, you agree to the condition that Bityaris will have the sole discretion to determine any kind of violations that you might have committed from the above guidelines and holds the authority to apply relevant consequences without any prior notice or receiving any consent from you. In such cases, the examples of consequences that you may face include but not limited to:

- Block your account and the power to enter trade orders
- Freeze your account
- Reporting the act of violation to relevant authorities
- Publishing the suspected violations and the relevant actions taken for such acts

Undermining your authority and deleting any content/information published by you that is in violation of our condition.

In case your alleged act of violation causes losses or damages to a third party, whether a client of Bityaris Exchange or not, you will be solely responsible for such losses and undertake all the legal liabilities occurring in due course in your name. You shall indemnify Bityaris from any harm, loss, costs, fine or extra expense on account of your act of violation and in case Bityaris incurs any losses or damages have been claimed by

a third party or suffers punishment sanctioned by administrative authorities, you shall cover any and all losses and/or expenses caused thereby.

Service Fees

Bityaris Exchange offers its services for a charge and reserves the right to levy service fees as specified. Additionally, Bityaris holds the sole discretion to increase/reduce the service fees it charges to its users for using its platform and shall update the users about the same from time to time.

Liability

Provision of Service

The provision of service that Bityaris Exchange offers will be on the basis of 'as is' and 'commercially available' condition and there is no warranty or guarantee offered with regards to the stability, reliability, completeness, and accuracy of the platform and the technology involved thereby. Bityaris is only a platform where transactions related to the financial products can take place and be conducted. Bityaris cannot be held responsible for the legality, quality or security of a financial instrument (Coin, Commodity, Fiat Currency, and Derivative) involved in any transaction. Also, the truthfulness of a transaction can under no capacity be confirmed by Bityaris or have an understanding about the intention of parties involved in a transaction to oblige by the rules. You must carefully consider the prospects of a transaction and evaluate the investment risks and the legality and validity of a transaction prior to taking any investment decision and use of the products and services provided by Bityaris Exchange platform thereby.

Limitation of Liability

You agree and acknowledge, Bityaris will not be held responsible or liable for any damages or losses, financial or material caused by the events as mentioned below. This is a non-exhaustive list and might be considered on a case to case basis:

Loss of goodwill, capital, profits, usage, data or any other intangible losses
Failure to execute proper use of Bityaris service

Illegal or unauthorized use of your credentials to use your account

Unauthorized alteration of personal information by foreign parties

You misunderstanding the content, policies, terms, and conditions of service published on the Bityaris website

Any other tangible or intangible losses with regards to the products and services of Bityaris that cannot be directly attributed to the company.

In case of any failure or delay to provide services due to downtime in network, pre-scheduled maintenance or any other external factors, for instance, natural disaster, power

failure, problems from service -provider or government acts, Bityaris shall not be held responsible for any potential losses.

Indemnification

At any point in time, you agree to hold Bityaris harmless and indemnify it and its affiliates, licensors, contractors, and their respective officers, employees, directors, and agents from and against any potential damages, losses or claims (that includes but not limited to fines, attorney fees, or penal ties imposed by third parties or regulatory authorities) that may arise out of your violation to enforce this agreement.

Announcements

Users should note that all our official announcements, promotions, news, airdrops and competitions will be listed on the Announcements page of our website and we advise our users to regularly visit this section. Should the users incur any personal losses or damages due to negligence receiving regular updates, Bityaris shall not be held responsible in any manner arising out of such ignorance.

Termination of Agreement

Bityaris Exchange holds the right to suspend, freeze or close your trading account (and other accounts related beneficially to associated entities or affiliates) immediately and freeze or lock the funds available in the eWallets of such accounts and to suspend your access to Bityaris Exchange for an indefinite term in the event of violation of the Privacy Policy, Agreement Terms and Conditions, AML/CTF policies or any other applicable laws and regulations. Bityaris Exchange will retain all the rights to keep the data related to all the transactions executed on your and the associated accounts (if any) along with any other relevant information. The above terms and controls would also be applied in case of the following:

If the user is subject to a criminal investigation, governmental proceeding, or any other pending litigation

Detection of frequent unusual activities in the account

Detection of unauthorized access in your account

If a court order or a command from a regulatory/government body requires us to do so.

In the following cases, Bityaris Exchange holds the right to immediately terminate this agreement and cancel/close your account for an indefinite period and also shall have the discretion to freeze your account/s and limit your authority to withdraw the funds from Bityaris Exchange eWallet thereby:

Once Bityaris terminates any services agreement with you

In case we detect that you have allegedly registered in a different alias other than yours, directly or indirectly

The private details of the owner of the account is incomplete, untruthful, inaccurate or outdated

In case this user agreement (including the rules and policies) are altered and you expressly notify the company about your unwillingness to accept the agreement conditions

Any other instances or circumstances that requires Bityaris to terminate services with you

Should and if the account is terminated, as per the global industry standards all the personal and transactional data from your account will be retained and stored securely in the company's servers for five years starting the date of your termination . In addition, in case there are any open positions or an unfinished transaction in your account, Bityaris shall have no other option but to inform the counterparty entered in the transaction to inform about your situation thereby.

Balance Funds Remaining in Account eWallet (In Normal Cases)

Upon the closure of account or withdrawal of services, the user will be held liable to pay at once all the charges and/or liabilities due to Bityaris at the time of termination of services in full. Upon the receipt of all the outstanding fees and charges of any kind, the user will be allowed to withdraw/transfer all the balance funds in the account within 5 working days.

Balance Funds Remaining in Account eWallet (In Case of Breach of Agreement/Fraud/AML/CTF)

Bityaris Exchange retains the full custody of the user data/personal information and transactional data along with the funds remaining at the time of detection of such cases. In the event of suspension of account or termination of services arising out of AML/CTF investigations, Fraud investigations or breach of agreement, the funds and all the data retained by Bityaris related to the suspected account/s will be handed over to the relevant authorities.

Compliance with Local Laws

Bityaris has the sole discretion to choose the jurisdiction in which it will provide its services. However, a user is solely responsible to abide by the local laws and regulations that relates to the use of Bityaris Exchange. Users are advised to factor in all the local laws including the aspects of taxation, collection, reporting, withholding , and remittance to their relevant tax authorities. Users on the Bityaris Exchange upon starting to use its services declare that the source of funds used in trading activities across all the platforms of Bityaris comes from a legitimate manner and is in no way associated with illegal activities. Bityaris will indefinitely maintain a stance to cooperate with the law enforcement agencies locally and globally and will never hesitate to freeze, seize, or

terminate a user's account and/or funds that have been flagged as illegal or unauthorized by legal mandate.

Privacy Policy

Bityaris may amend its privacy policy of the platform from time to time and the privacy policy shall remain an integral part of this Terms of Use Agreement. The latest version of the updated privacy policy will always be notified to our users through our communication channels that include the GDPR and will always be available on our website.

Indemnity and Disclaimer

You agree to indemnify Bityaris in its entirety and its group of affiliates and will bear no harm from and against any and all third party claims except from our breach of these conditions. As mentioned in the service description, Bityaris strives to maintain its quality of services and integrity of its platform. However, it does not offer guarantee regarding the services provided on its platform and thus, it will not be held liable for any damages arising out of the use of its products and services.

Complaints

In case of any complaints, queries, feedback, or questions kindly drop a message on support@Bityaris.com or raise a request from our 'Contact Us' form available on our website. We will ensure best of our efforts to resolve your queries or provide a feedback within 48 working hours.