



BITINTERPAY
BITCOIN EXCHANGE

BITINTERPAY OÜ Terms Of Service And Use

Last Updated: Tuesday, April 10, 2018

The owner of this site and related services is Bitinterpay OÜ. By using this website and any use of our services (except API services if you agreed to separate set of terms) you agree that these actions is subject to these Terms of Service and Use("Terms").

1. Defined Terms

"Company" - Bitinterpay OÜ, registration number: 14455448, established in accordance with the legislation of the Republic of Estonia, headquartered at Peterburi tee 47, 11415, Tallinn, Estonia.

"Website" - <https://bitinterpay.com>;

"Client" or "You(r)" - is a person who has reached the age of majority that use a computer or network service for use a Website;

"Business Day" - means a day other than a public holiday, a Saturday or a Sunday, in Republic of Estonia.

"Virtual Currency" - means Bitcoin blockchain-based currency.

"Services" - means any feature provided by us via the Website or any local application (mobile desktop or otherwise), including without limitation Wallet services or blockchain information services, but excluding API services, which are governed by a separate agreement.

"Communication" - includes communication by email and online chat.

"Account data" - the data of the Service user, necessary to enter and use the System, - login, password, e-mail address and other data specified in the process and after registration in the Service.

"The instrument" - is the fiatic and crypto currency used for making Transactions.

"Fiatic currency" - is a classic state internationally recognized currency.

"Crypto currency" - is a digital (crypto) currency distributed with the absence of a single issuer of such currency directly between holders of such currency.

"Course" - the proposed by the User ratio of the amount of the Instrument and the price for the exchange of Instruments for the Transaction.

"Personal account" - a set of protected pages of the Service created as a result of registration of the User, using which the User has the opportunity to publish an Order for further conclusion of

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Transactions, as well as to give the Service instructions, following the Agreement. The Personal Area displays information of open and canceled Orders, completed Transactions, information about the funds available to the User and / or Crypto or Fiat currency and other information provided by the functions of the Service.

“Order” - the User’s offer for concluding a Transaction under certain conditions.

“The user” - an individual who is legally competent in accordance with the legislation of the Republic of Estonia and is a user of the Service who has concluded this Agreement with the Service.

“The transaction” - is a contract for the reimbursable alienation of rights to Crypto/Fiat-currency, concluded between Users.

2. Main clauses

2.1 Changing terms in any time of this document is in the sole discretion of the Company. Changes will take effect when posted on the Website and send to users’ email.

2.2 Before registering in the Service, the Client undertakes to carefully read the terms of this Agreement. By registering at the Service, the Customer fully accepts the terms of this Agreement and all individual contracts and attachments, and agrees to comply with them.

2.3 In case of disagreement with the terms of this Agreement or its updated versions, the Client agrees to terminate the registration process or delete User’s account. In case if one received the email with updated version of this agreement and did not delete the account in term of 10 days, it means the client automatically agrees.

2.4 The title of the Agreement headings is intended only for the convenience of the text of the Treaty and has no literal legal meaning.

2.5 The document enters into force from the moment of registration of the Client at the Service, acquaintance with the terms of this Agreement and consent, and is valid for an indefinite period.

2.6 You hereby accept and acknowledge that you: (a) Are of legal age to agree to these Terms; (b) Have not been suspended or removed from using our Services.

2.7 If you are using the Services on behalf of a legal entity, you represent and warrant that: (i) The legal entity is duly organized and validly existing, and (ii) You are duly authorized by such legal entity.

3. Jurisdiction

3.1 This document and your use of the Website and Services shall be governed by and construed in accordance with Republic of Estonia Law. Any dispute arising in connection with these Terms or

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your use of the Website or Services will be resolved exclusively in the courts of Republic of Estonia. Nothing in these Terms shall be deemed to affect your statutory rights under Republic of Estonia law.

3.2 If any part of these Terms is held by any court of Republic of Estonia to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected. Any headings contained in these Terms are for informational purposes only and are not enforceable provisions of these Terms.

4. Privacy policy and information security

Follow link to read our Privacy Policy:

https://bitinterpay.com/home_main/Privacy-Policy-BitInterPay-ENG.pdf

5. Assumption Of Risk

5.1 You accept and acknowledge that there are risks associated with utilizing an Internet-based Virtual Currency wallet service including, but not limited to, the risk of failure of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Wallet, including, but not limited to your Wallet Address and Private Key. You accept and acknowledge that Company will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, however caused.

5.2 You accept and acknowledge that there are risks associated with utilizing any Virtual Currency network, including, but not limited to, the risk of unknown vulnerabilities in or unanticipated changes to the network protocol. You acknowledge and accept that Company has no control over any crypto/Fiatic currency network and will not be responsible for any harm occurring as a result of such risks.

5.3 Company use all endeavors to verify the accuracy of any information on the Website but there is no representation or warranty of any kind, express, implied, statutory or otherwise, regarding the contents of the Website, information and functions made accessible through the Website, any hyperlinks to third party websites, or the security associated with the transmission of information through the Website or any website linked to by our Website.

5.4 Company will not be responsible or liable to you for any loss and take no responsibility for and will not be liable to you for any use of our Services, including but not limited to any losses, damages or claims arising from:

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User error such as forgotten passwords, incorrectly constructed transactions, or mistyped Virtual Currency addresses;

Server failure or data loss;

Corrupted Wallet files;

Unauthorized access to applications;

Any unauthorized third party activities, including without limitation the use of viruses, phishing, brute forcing or other means of attack against the Website or Services.

5.5 Company makes no warranty that the Website or the server that makes it available, are free of viruses or errors, that its content is accurate, that it will be uninterrupted, or that defects will be corrected. We will not be responsible or liable to you for any loss of any kind, from action taken, or taken in reliance on material, or information, contained on the Website.

5.7 All indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under Republic of Estonia law.

5.8 Company will not be liable, in contract, or tort (including, without limitation, negligence), other than where we have been fraudulent or made negligent misrepresentations.

5.9 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under Republic of Estonia law.

6. Registration and Access to The Service

6.1 The Service provides the User with access to information about the Service, the Course offered by other Users, the concluded Transactions and the published Orders before registering at the Service.

6.2 To access the Service, the User needs to register, after what the User will be granted access to the Personal Area in the Service under the Account Data.

6.3 The User chooses a password when registering at the Service. The password can be changed by the User at any time after registration.

6.4 The User undertakes to ensure the safety and security of the password and Account data to third parties, while the User independently determines the order of storage of the specified information and is responsible for its safety.

6.5 If you lose your password and / or account information, as well as in case of illegal possession of access to the Personal Cabinet by third parties, the User is obliged to immediately notify the customer support of the Service. The service blocks the account of the User as soon as possible

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from the moment of receiving the message from the User. Until such message is received, all actions performed using the User's Personal Account will be deemed to be committed by the User.

6.6. The Service does not bear any responsibility for the transactions made and for the losses incurred to the User, arose by the loss of the password and / or account information and in case of illegal possession by third parties of access to the User's Personal Area.

6.7 The use of two or more Personal Accounts by one User is not allowed and is considered by the Service as a violation of the Agreement.

7. Account

7.1 After registration at the Service, the User gets access to the Account in the Personal Cabinet. The User has the right to carry out operations with the Account and, with the help of the Personal Cabinet, to instruct the Service to perform transactions with the Account in an automatic manner.

7.2 The service specifies the information necessary for the Account replenishment and withdrawal of the Instruments from the Account in the User's Personal Cabinet.

7.3 For Account replenishment, the User needs to transfer the Instruments using details specified by the Service in the User's Personal Cabinet. In this case, the User independently pays all commissions and services related to the transfer, and also assumes the risks of incorrect details entry.

7.4 The account is considered replenished by the User at the moment of transfer of the corresponding amount of money resources to the settlement account of the Service.

7.5 The Service undertakes to accept Crypto/Fiatic currencies from Users, store them, keep records of them, conduct transactions with them on behalf of the User, and represent the Crypto/Fiatic currencies to the User at user's request.

7.6 The service keeps a record of the funds credited to the Account. At the same time, Service does not store User funds. Cash settlements during the replenishment of the Account, as well as in the execution of Transactions between Users, are made by third parties (payment aggregators, credit and other organizations). Service is not responsible for the actions of such third parties.

7.7 All operations on the Account are carried out on behalf of the User. Except as otherwise provided by this Agreement or other agreements between the Parties, the Service does not accept any orders to perform operations on the User's Account from third parties.

7.8 Any Instruments credited to the Account belong to the User. The Service has the right to block

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the Instruments credited to the Account without the User's order, or to write off the Instruments from the Account only in cases provided in this Agreement.

7.9 The User's Account in the system is not and cannot be recognized as a deposit and / or profitable account and the balance of the Instruments on the Account is not charged to the User, and the Service does not have any obligations to pay the specified interest to the User.

7.10 The withdrawal of the Instruments from the User's Account is made on behalf of the User. To do this, the User makes an appropriate request in the Personal Cabinet.

7.11 The user has the ability to make Crypto/Fiatic currency transfers to another User's account registered at Bitinterpay. To make such a transfer, the user must select the appropriate service and enter the necessary data for the transfer.

8. Order Of Transactions

8.1 Transactions in the Service are concluded on the basis of Orders placed by Users and in accordance with the terms determined by the Parties on the basis of preliminary conditions of reimbursable alienation of rights to Crypto/Fiatic currency. At the same time, the Service, under no circumstances, is a part of the Transactions. All Transactions shall be concluded between Users during the informative intermediation of the Service.

8.2 The service collects a commission from the Users during the Transactions. The amount of the commission is indicated for each transaction.

8.3 To place the Order, the User needs to replenish the Account for the amount of Instruments indicated in the placed Orders.

8.4 The User's order is registered at the Service after checking the availability of a sufficient number of Instruments on the Account. The service monitors the user's ability to conclude Transactions and, thus, increases the trust of the Users to each other and reduces the risk of the User failing to fulfill the obligations under the Transactions. The Service does not register the Order if the amount of the Instruments on the Account is not sufficient to execute the Transaction on the placed Order.

8.5 The Order can be withdrawn by the User until the moment of its full execution.

8.6 The published Order is available to all Users until the moment of its execution or until the withdrawal of such Order. A published order is an offer of the User to conclude a Transaction.

8.7 The transaction for the placed Warrant is concluded if the Service registers a counter Order placed by another User. Counter Orders are Orders with the same type of exchange and Rate, but is reversed. In this case, the Counter Orders registration by the System is recognized by Users as

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the acceptance of Orders. The Order is recognized as executed from the moment of counter Order registration by the Service.

8.8 The order can be executed partially. At the same time, the System will issue changes of Order in the amount of the unsettled balance on the originally placed Order.

8.9 Transaction execution occurs through transfer to the Account of User's Instruments specified in the Counter Orders. The transfer of the specified Instruments is made by the Service automatically. In this case, the actions of the Service are deemed committed on behalf of User.

8.10 The User's actions for the publication of Orders, withdrawal of Orders, conclusion of Transactions and execution of Transactions are placed in the User's Personal Account.

8.11 Information on Orders Transactions is available to all Users at the Site during the period determined by the Service.

9. Types of Orders

9.1 Simple Order to Buy.

A Simple Order to Buy implies the User's offer to purchase a certain number of Instruments in accordance to the User's Course.

To publish a Simple Order to Buy, the User must fill in a form for the Simple Order to Buy in the Personal Cabinet, specifying information about the number of the Instrument and the Course.

A Simple Order to Buy for a purchase can be executed at a lower rate than indicated in the placed order. In this case, an excessively paid commission is refunded to user. The execution of the Order at a higher Rate than indicated in the placed Order is not allowed.

9.2 Simple order for Sale.

A Simple Order for Sale implies the User's offer to sell a certain number of Instruments with a user-defined Rate.

To publish a Simple Order for Sale, the User must fill in a form for Simple Order for Sale in the Personal Cabinet, specifying information about the number of the Instruments and the Course.

9.3 Order to Buy at a Market Price.

The Order to Buy at a Market Price implies the User's offer to purchase a certain number of Instruments without indicating the Course.

To publish an Order, the User must fill in a form for Order to Buy at a Market Price in the Personal Cabinet, indicating the amount of the required Instrument.



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The execution of the Order will occur at the lowest rate among the Orders placed by the Users. In this case, the Service fee is written off at the time when the Transaction is processed.

9.4 Order for Sale at a Market Price.

The Order for Sale at the Market Price implies the User's offer to sell a certain number of Instruments without indicating the Course.

To publish an Order, the User must fill in a form for The Order for Sale at a Market Price in the Personal Cabinet, indicating information about the number of the Instrument being sold.

The execution of the Order will take place at the highest rate among the Orders placed by the Users. In this case, the Service fee is written off at the time when the Transaction is processed.

9.5 Composite Order to Buy and Sell.

The Composite Order to Buy and Sell implies the User's offer to purchase a certain number of Instruments at a user-defined Rate and to sell the purchased number of Instruments at a user-defined Rate. Thus, if the User places a Composite Order to Buy and Sell, a Simple Order to Buy will be placed by the System, and after the execution of the Transaction by the Simple Order to Buy, the System will place a Simple Order for Sale.

To publish an Order, the User must fill in the form for the Composite Order to Buy and Sell in the Personal Cabinet, specifying information of the number of purchased Instruments and the Course, as well as the Sales Rate of the Purchased Instruments.

For this type of Order, the rules specified for the Simple Order to Buy and the Simple Order for Sale are applied, with features specific to the Composite Order to Buy and Sell.

10. Acceptable Use

10.1 When accessing or using the Services, you agree that you will not commit any unlawful act, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

10.2 Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

10.3 Use our Services to pay for, support or otherwise engage in any illegal activities, including, but not limited to illegal gambling, fraud, money laundering, or terrorist activities.

10.4 Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;

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- 10.5 Use or attempt to use another user's Wallet without authorization;
- 10.6 Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
- 10.7 Introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;
- 10.8 Develop any third-party applications that interact with our Services without our prior written consent;
- 10.9 Provide false, inaccurate, or misleading information;
- 10.10 Encourage or induce any third party to engage in any of the activities prohibited under this Section.

11. Illegal use of the service

- 11.1 The user is prohibited from making deals similar to Transactions, bypassing the order of execution of Orders, with the help of personal messages or other functions of the Service.
- 11.2 The User is prohibited from using the Service in any other way than it is provided by this Agreement, in particular, the User is not allowed to advertise at the Site, unless the Parties have concluded an additional agreement.
- 11.3 The User is prohibited from using the Service for any illegal purpose, including, but not limited to, laundering of money obtained by illegal means, financing of terrorism, and extremist activities.
- 11.4 The User must undergo the identification procedure established by the Service or third parties (payment aggregators, credit and other organizations) during the execution of Transactions and comply with other requirements of the legislation of the Republic of Estonia in the field of countering money-laundering (legalization) obtained by illegal means.

12. Liability Of The Parties

- 12.1 In case if the User violates the terms of this Agreement, the legislation of the Republic of Estonia, moral or ethical standards, or in case of collusion with other Users for breach of terms of the Agreement, the Service has the rights to block or delete the User's Personal Cabinet, prohibit or restrict access, using the User's Personal Cabinet, to certain or all functions of the Service.
- 12.2 In case of violation of terms of this Agreement by User, the Service has the rights to delete the User's Personal Cabinet and demand compensation for losses incurred by the Service.

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12.3 The User uses the Service in the form it is presented, at its own risk. Service does not guarantee the User to achieve any results due to its use.

12.4 Bitinterpay does not guarantee that the Service meets the User's requirements, and that access to the Service will be provided continuously, quickly, reliably and without errors.

13. Dispute Resolution

13.1 All disputes, disagreements and claims that may arise in connection with the execution, termination or invalidation of this Agreement, the Parties shall seek to resolve through negotiations.

13.2 The Party that has a claim and / or disagreement sends a message to the other Party indicating the claims and / or disagreements that have arisen.

13.3 In case if the reply to the message is not received by the sending Party within fifteen (15) days from the date of sending a message, or if the Parties do not reach an agreement on the claims and / or disagreements that arise, the dispute shall be resolved in a judicial manner at the location of the Service.

14. Intellectual Property Rights

14.1 Unless otherwise indicated by us, all intellectual property rights in the Website and in any content provided in connection with our Services, are the property of Company or our licensors or suppliers and are protected by applicable intellectual property laws. We do not give any implied license for the use of the contents of the Website.

14.2 You accept and acknowledge that the material and content contained within the Website is made available for your personal, lawful, non-commercial use only and that you may only use such material and content for the purpose of using the Website. You further acknowledge that any other use of content from the Website is strictly prohibited and you agree not to infringe or enable others to infringe our intellectual property rights.

14.3 You agree to retain all copyright and other proprietary notices contained in the material and content within the Website on any copy you make of the material, but failing to do so shall not prejudice Company intellectual property rights therein.

14.4 You may not sell or modify the Website materials or reproduce, display, publicly perform, distribute or otherwise use the materials in any way for any public or commercial purpose. Your use of the materials on any other website or on a file-sharing or similar service for any purpose is prohibited.

14.5 You may not copy any material or content contained on the Website or accessible through the Website without our written permission. Any rights not expressly granted herein to use the materials

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contained on the Website are reserved by Company in full.

15. Other Conditions

15.1 The Service may contain links to other sites on the Internet (third-party sites). These third parties and their content are not checked by the Service for compliance with any requirements (reliability, completeness, legality, etc.). The Service is not responsible for any information, materials posted on the websites of third parties the User obtains access using the Service to, including any opinions or statements expressed on third-party sites, advertising, etc., as well as for the accessibility of such sites or content and the consequences of their use by the User.

15.2 The service has the right to assign rights and transfer debts for all obligations arising from the Contract. The User hereby agrees to the assignment of rights and the transfer of debts to any third party. The Service informs the User about the concession of rights and/or transfer of debt, by placing the relevant information at the Service.

15.3 Taking into account the specifics of transactions, the Service does not pursue a policy of repayment of funds for transactions. Making a transaction, the User agrees and carries all the risks of the execution of the transactions independently. Service cannot be presented any claims for the cancellation of Transactions. The service does not accept or process requests from anyone for a money refund and / or cancellation of transactions.

15.4 Service to unilaterally change the terms of this Agreement. Changes come into force from the moment of their publication at the Service and sent to the user by e-mail.

15.5 At each subsequent visit of the Site prior to the use of the Personal Cabinet, the User undertakes to familiarize himself with the new version of the Agreement.

15.6 Continuation of the use of the Service will mean the User's consent to the terms of the new version of this Agreement.

15.7 If the User does not agree with the terms of the new version of the Agreement, the User deletes Personal Cabinet in term of 10 days.

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