



GENERAL TERMS AND CONDITIONS

Updated: December 01, 2022

AGAMABIT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (LLC)
Hoża 86/210, 00-682 Warsaw, Poland

Please read these General Terms and Conditions (“General Terms”) carefully before using the <http://agamabit.com> website (hereafter – “Website”). Your use of the Website means you agree and consent to the terms and conditions stated herein. The Website is owned and operated by the company AGAMABIT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (LLC), national court register number: 0001002391, with registered address Hoża 86/210, 00-682 Warsaw, Poland (hereafter – “AGAMABIT”, “us”, “we” or “our”). The Privacy Policy is an integral part of the present General Terms.

The present General Terms govern your access and use of the Website and the services offered by AGAMABIT to natural person or legal person (“Client”, “you”, “your”): exchange of cryptocurrencies for fiat currencies and vice versa, and exchange of cryptocurrencies to cryptocurrencies (hereafter – “Services”).

1. DEFINITIONS

Cryptocurrency – a digital good used as a means of exchange using cryptographic algorithms to perform financial transactions, control the creation of additional units and verify the transfer of funds;

Exchange period – the time for which it is guaranteed that exchange rate will remain the same;

Exchange rate – the rate at which cryptocurrencies are exchanged for fiat currencies, fiat currencies for cryptocurrencies and cryptocurrencies for cryptocurrencies, and is valid for the exchange period. The rate is determined for each transaction;

Fiat Currency – the money that is issued by the central bank a country or a monetary union and represents a legal instrument of payment;

Force Majeure – any event which is outside our reasonable control, including the unavailability or faulty performance of communication networks or energy sources, any act of God, any act or omission of governmental or other competent authority, strikes, industrial dispute, riots, war, civil unrest, revolution, act of terrorism, inability to obtain materials, embargo, refusal of licence, theft, destruction, denial of service attacks, unauthorised access to computer systems or records, programs, equipment, data, or Services, breakdown of plant or machinery, flood or other adverse weather conditions;

2. GENERAL INFORMATION

- 2.1. By using the Services that are provided by AGAMABIT on the Website and/or by using the Website in any other way, you confirm and agree that you have read, understood, accept and agree to follow and comply with the General Terms and all pertaining agreements and policies. If you disagree with any of these General Terms, you shall not use the Website and/or any of the offered Services.
- 2.2. You agree to be bound and to be compliant with all applicable laws and regulations, whether you are a visitor of the Website or a registered Client. It is your sole responsibility to follow applicable rules of your residence country (country of accessing the Website and the Services), considering



that use of cryptocurrencies may be illegal in some jurisdictions. It is your responsibility to know and follow the regulatory requirements regarding cryptocurrency transactions in your jurisdiction (before and during the use of the Services).

- 2.3. We reserve the right, at our sole discretion, to amend these General Terms at any time without prior notice by posting the amended version of these General Terms on the Website and such amendments enter into force at the moment of its disclosure. By continuing using the Website and/or the Services after any such amendments, you accept the most recent version of the General Terms. In case you disagree with any of the amended General Terms, you have to cancel your transactions performed on the Website and stop using the Website and offered Services.
- 2.4. We reserve the right to amend or cancel any part of our Services and to suspend or cancel your access to the Services at any time without prior notice. Hereby you agree that AGAMABIT shall not be liable to you or to any other third party for any modification and/or cancellation of Services, or suspension or termination of your access to the Services and/or the Website, unless otherwise stated in the General Terms.
- 2.5. We may not make the Services available to all Clients and we reserve the right to apply some restrictions or prohibitions to the use of the Website and/or Services depending on your country of residence according to applicable regulations and/or for clients who are engaged in certain activities.
- 2.6. AGAMABIT at its sole discretion may change the currency limits intended for an exchange and other Services provision parameters. If the Client does not agree to such changes, the Client must inform AGAMABIT immediately and stop business relationship with AGAMABIT. If the Client continues to request and accept Services after such changes occur, it means that the Client has accepted changes fully and unconditionally.
- 2.7. AGAMABIT provides a platform that is available via the Website and allows the Client to initiate a transaction of exchange of fiat currencies (such as EUR, USD, GBP etc.) to cryptocurrencies (such as BTC, ETH, USDT etc.) and vice versa, and cryptocurrencies to cryptocurrencies that may be purchased or sold via platform available at the Website ("Platform").
- 2.8. All transactions are subject to review. AGAMABIT reserves the right to accept or reject the initiated transaction for any reason or for no reason at all.
- 2.9. The Client understands and agrees that any price or rate of any supported cryptocurrency which is quoted on the Website is accurate for that moment alone, due to highly volatile nature of the price of cryptocurrencies and the period of time required for completing the exchange operation. Cryptocurrencies vary quickly in value, and they are not insured against loss of value. Cryptocurrency purchases may decrease in value to zero rapidly and you must not assume risk that you cannot afford.
- 2.10. We are not a bank. We do not provide financial advice and do not provide asset, including fiat and/or cryptocurrency, management services. We do not provide cryptocurrency wallet or any other custodial services.
- 2.11. AGAMABIT provides its Services in compliance with Polish and applicable international anti-money laundering regulations. In order to comply with our AML policy that has been adapted pursuant to applicable requirements, the Client shall provide any information requested by AGAMABIT. According to the law, AGAMABIT is required to store and disclose information regarding the Client and his transactions. Additional information on client's personal data collection, processing, and storage you should find in our Privacy Policy.

3. ACCOUNT REGISTRATION AND MAINTENANCE



- 3.1. Each Client shall register an account on the AGAMABIT Website, in order to apply for Services and use the Website. The Client shall be approved by AGAMABIT before getting access to the Services. AGAMABIT has the right to approve or reject the application of the Client according to our internal rules and policies. AGAMABIT is not obliged to disclose the reasons and explanations for its decision to the Client. The Client shall receive an account opening confirmation or rejection.
- 3.2. Each Client is allowed to register only one account unless AGAMABIT explicitly approves the opening of additional accounts. Opening of an additional account for the same Client may be refused at AGAMABIT's sole discretion. In case duplicate accounts are detected, AGAMABIT shall close or merge these duplicate accounts at its sole discretion.
- 3.3. The Client is required to provide all necessary information and documentation for the account registration (personal bank account, personal electronic wallet for fiat currency and personal cryptocurrency wallet etc.) AGAMABIT may request additional information and documents during the registration process and after the account for the Client is set up, during any stage of Service use. The Client is obligated according to these General Terms to provide the AGAMABIT with required information and documentation without unreasonable delay.
- 3.4. The Client must ensure that information regarding its account is always current and up to date. The Client shall inform AGAMABIT immediately, if the provided information or documentation according to these General Terms has changed. AGAMABIT will not be liable for any loss arising out of the Client's failure to do so. AGAMABIT may ask you at any time to confirm the accuracy of information on account and/or to provide additional documents or other evidence.
- 3.5. AGAMABIT has the right to stop or refuse to provide the Services to the Client, if the Client does not provide the requested information and/or documents, or fails to notify AGAMABIT on changes, until the requested information / documentation is provided, or to terminate the relationship with the Client immediately at any time if the request of AGAMABIT is not satisfied.
- 3.6. You agree that you will not use any account other than your own or access the account of any other Client at any time or assist others in obtaining unauthorised access. If you use any account other than your own or access the account of any other Client at any time or assist others in obtaining unauthorised access, it will result in immediate suspension of all respective accounts, as well as all pending transactions. Any attempt to do so or to assist others (other Clients or other third parties), or distribution of instructions, software or tools for that purpose will result in termination of such Clients' accounts. Termination is not an exclusive remedy for such a violation and AGAMABIT may decide to take further action against the Client.
- 3.7. AGAMABIT has the right to amend account registration requirements from time to time as we deem fit.
- 3.8. The Client will be able to sale and/or purchase any supported cryptocurrency or fiat currency as per terms of the transaction order ("Order") placed on the Platform and these General Terms, after account registration is finished, the verification procedure is completed, and the Client was accepted.

4. SAFETY AND ACCOUNT SECURITY

- 4.1. Only the Client can use its identity and transaction account. The Client shall not disclose its information to any other person. The Client takes full responsibility for all transactions and any activities under the Client's account.
- 4.2. The Client takes full responsibility for the maintenance of adequate security and control of the passwords, logins, ID's and any other codes the Client uses to access the Services and its account on the Website. You must never disclose any security features to any other person. You are solely



responsible for unauthorized access to and/or unauthorized use of your account, as well as loss, theft, misappropriation and/or exposure to abuse.

- 4.3. AGAMABIT shall not be liable for any unauthorized third party transactions and loss or theft of any cryptocurrency and/or fiat currency which reflects on any associated account in result of damage to the above stated information. We do not assume any liability for any loss the Client may incur by endangering your personal information or non-complying to any notices or warnings we may send to the Client.
- 4.4. If you believe that an unauthorised transaction has been executed and/or that any of your security features are stolen, lost or compromised in any other way, you should contact us directly with all the details on support@agamabit.com. Your access to the account may be blocked, after any such information shall be received or becomes known to AGAMABIT. AGAMABIT shall not bear any responsibility for any losses that arise before AGAMABIT has been timely and properly informed of the aforementioned event. Any undue delay in notifying us may not only affect the security of your account but may result in you being liable for any losses as a result where your failure to notify us is intentional or grossly negligent.

5. TRANSACTIONS

- 5.1. All acceptable payment methods, that can differ depending on your country of residence (credit cards, debit cards, wire transfer etc.) are secure. The information provided by the Client's Order is encrypted for privacy while in transit and is secure. Payment methods are payment services provided by third party financial institutions (for example, the issuer of the payment card you use to upload funds or third-party direct banking service providers) and are not part of our Services. We do not guarantee the use of any particular upload method made available, and we may make changes to or discontinue the acceptance of any particular upload method at any time.
- 5.2. The Platform shall provide the Client with the transaction quote, that will be valid for the exchange period. When the Client places the Order, the stated quote can be either accepted or rejected, or ignored within the exchange period.
- 5.3. The quotes are dynamic due to currency rates volatility. Particularly during periods of high volume, illiquidity, fast movement or volatility of any cryptocurrency or fiat currency, the actual rate at which an Order or trade is executed may be different from the rate indicated in the quote to you via the Services at the time of your Order or transaction. The Client understands that AGAMABIT is not liable for any such price fluctuations.
- 5.4. Until the Client has accepted then offered quote, AGAMABIT can at our sole discretion provide the Client with a new quote. The most recent provided quote shall be viewed as the binding offer to the Client and all previous quotes shall be annulled.
- 5.5. If the offered quote is accepted by placing the Order in accordance with its content, the offered quote will be binding for both Parties, and AGAMABIT will execute the transaction. If the offered quote is rejected or ignored, the offer will not become binding to either Party and AGAMABIT will not execute the transaction.
- 5.6. A pending Order from the Client until it is accepted by AGAMABIT shall under no circumstances be considered as a binding instruction or agreement to which either Party is bound or committed in any way.
- 5.7. When the Client submits a new Order via the Platform, the Client authorises AGAMABIT to execute the transaction in accordance with the Order and to charge the Client any applicable fees. The Client understands and accepts consequences of the execution of an Order for purchase or sale of cryptocurrency or fiat currency. The Client agrees that as soon as the Order is executed, such transaction is irreversible and may not be cancelled. The Client may only cancel an Order



placed on the Website, if such cancellation occurs before AGAMABIT executes the transaction. The Client may not change, withdraw or cancel its authorisation for AGAMABIT to complete such transaction, once the Order has been executed.

- 5.8. AGAMABIT may not be allowed to provide Services or engage with certain individuals and entities based on mandatory legal regulations. In such cases AGAMABIT may be obliged to block the Client's activity, block and retain the cryptocurrency or fiat currency sent to us in a manner determined by the relevant authorities, or other such or similar steps that are necessary to protect AGAMABIT or third parties in good faith.
- 5.9. The Client shall have available confirmations on executed transactions electronically on the Client's account detailing the particulars of the transaction. The Client acknowledges and agrees that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such trade.
- 5.10. The Client shall properly check and fill in all Order details. In case the Order details are incorrect or not specified the Client may lose its funds within the transaction.
- 5.11. If an error occurs (whether via the Services, in an Order confirmation, in processing Client's transaction, etc.), AGAMABIT reserves the right to correct such error and revise Client's transaction accordingly (including charging the correct applicable fee) or to cancel the Order and refund any amount received. In the event of an error, the Client's sole remedy is to cancel the Order and obtain a refund of any amount charged.
- 5.12. The Client is aware that transaction in fiat currency may be delayed due to some bank verifications and checks. And accordingly due to the inherent nature of the cryptocurrency networks, the Client acknowledges and agrees that transaction execution may take some time.
- 5.13. Due to many factors that are involved in the transaction evaluation, AGAMABIT reserves the right to refuse any Order or to limit it, or freeze any funds, or refuse to accept funds for any reason, or for no reason at all, in our sole discretion, in particular if we consider such measure to be required or beneficial for the protection of the Client. Orders may not be executed if they are not fully funded.
- 5.14. AGAMABIT is entitled to reject an Order where the corresponding instruction is incomplete or inaccurate or because the Order puts AGAMABIT at risk for any reason whatsoever. AGAMABIT is entitled to reject any Order where such Order is prohibited on legal or regulatory grounds, on the grounds of judicial or administrative decisions, or where said Order could jeopardize AGAMABIT's interests.
- 5.15. AGAMABIT may apply limitations either on a single transaction or on daily volume per bank account, payment service provider account or cryptocurrency wallet. If you fail to meet this limitation when placing an Order, your fiat currency or cryptocurrency will be returned to your accounts' return address. Administrative fee is charged for the returning of fiat currency or cryptocurrency, meaning that your returning payout will be reduced with applicable administrative fee and if the administrative amount supersedes the volume of returning payout no fiat currency or cryptocurrency will be returned. Before placing an Order please check the limitations for your account.
- 5.16. All cryptocurrency sales and purchases by AGAMABIT are subject to availability, and we reserve the right to discontinue the sale and purchase of cryptocurrencies without notice.
- 5.17. All sales and purchases of cryptocurrencies by AGAMABIT via the Services are final. We do not accept any returns or provide refunds for your purchase of cryptocurrencies from AGAMABIT, except as otherwise provided in these General Terms.



6. FEES AND TAXES

- 6.1. The Client agrees and is obligated to pay AGAMABIT fees for the Services provided according to these General Terms (hereinafter – Fees). The actual fee rates are available at the Website and the Client shall get acquainted with the current Fees prior to use any Services of AGAMABIT. AGAMABIT reserves the right to change the Fees from time to time by publishing updates on the Website.
- 6.2. The Fees for the Services do not include following additional payments:
- any fees that Client's bank or payment services provider may charge;
 - cryptocurrency exchange commissions, cryptocurrency exchange fees, stamp duties or any other fees, costs and expenses levied by third parties and charged directly or separately to the Client.
- AGAMABIT will execute Client's Order only after the applicable fee is received from the Client.
- 6.3. AGAMABIT has the right to withhold additional payments, such as taxes, duties or similar payments, if such payments are applied to the Fees (by increasing accordingly Fees).
- 6.4. The Client is solely responsible for any taxes that may be applied to any transaction made or received by the Client, or currency exchange the Client makes. The Client shall determine what, if any, taxes apply to the transactions he completes via the Services and the Client agrees, that AGAMABIT shall not be responsible for that. It is the Client's responsibility to collect, report and pay the correct amounts of tax to the competent tax authorities. AGAMABIT is not authorized to give advice in respect of your tax liabilities and excludes any responsibility should a liability arise from the above-stated basis arises on the grounds of AGAMABIT's allegation.
- 6.5. AGAMABIT reserves the right to refer the Clients unpaid fees or any other amounts due to AGAMABIT under these General Terms to a third party for collection, and to charge the Client the lesser of an 20% collection fee or the maximum percentage permitted by applicable law, to cover AGAMABIT's collection-related costs.

7. PRIVACY

- 7.1. The collection, processing, storage, and disclosure of Clients personal data is regulated in the Privacy Policy, that is an integral part of these General Terms. The Client shall read the Privacy Policy before using the Website and the Services offered by AGAMABIT.

8. CLIENTS RESPONSIBILITIES AND WARRANTIES

- 8.1. The Client hereby agrees that he will not violate any law, contract, intellectual property or other third-party right or commit a tort while accessing and or using the Services.
- 8.2. The Client states, that he will not:
- use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other Client from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
 - use our Services to pay for, support or otherwise engage in any prohibited transactions stated in these General Terms;
 - use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
 - use or attempt to use another Client's account without authorization;



- 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;
- develop any third-party applications that interact with our Services without our prior written consent;
- provide false, inaccurate, or misleading information; and
- encourage or induce any third party to engage in any of the activities prohibited under this Section.

8.3. The Client warrants that he (and/ or representative of the Client, when the Client is a legal entity):

- 8.3.1. read and understood these General Terms, is at least 18 years old and has full capacity to accept these General Terms and conduct the activity related to the Services, namely enter into transaction of cryptocurrency and fiat currency exchange via the Platform;
- 8.3.2. is not located in, under the control of, or a national or resident of any prohibited / not-serviced jurisdiction, or any country to which the EU has embargoed goods or services, or the Client is not sanctioned person, and is not identified as a the Specially Designated National;
- 8.3.3. is duly created and validly existing under the laws of the jurisdiction of its creation, and the Client is duly authorised by such legal entity to act on its behalf (if on behalf of a legal entity);
- 8.3.4. does not violate any applicable laws or regulations by registering an account at AGAMABIT and using the Services;
- 8.3.5. is solely responsible for assessment and coherence to the applicable tax regulations;
- 8.3.6. is authorised and using the AGAMABIT account personally;
- 8.3.7. keeps and maintains information, including without limitation personal data, financial details and information about all activities conducted or occurred within the account confidential;
- 8.3.8. makes appropriate use of AGAMABIT Services to ensure a level of security appropriate to the risk in respect of the personal data and securing authorization credentials, system and devices used to access to AGAMABIT Services;
- 8.3.9. provides all necessary and/or requested by AGAMABIT information for account registration and maintenance and for provision of transactions according to the General Terms. The Provided information shall be always accurate, complete and current;
- 8.3.10. uses only a specific cryptocurrency wallet address provided to you by AGAMABIT for sending cryptocurrency intended for sale.
- 8.3.11. is the sole owner of cryptocurrency or fiat currency he uses in connection with the Services, or that the Client is properly authorized to perform transactions using these cryptocurrencies or fiat currencies;
- 8.3.12. will at all times maintain at least one valid email address in its account profile, so that AGAMABIT is able to contact the Client via email.

9. RESTRICTIONS

- 9.1. AGAMABIT does not offer any of its Services to US persons (persons with sole or additional citizenship of the United States and/or residence in the United States), even if they are domiciled outside the United States. The Client is obliged to inform AGAMABIT at least 30 (thirty) days in advance in written form of any future circumstances which may cause him to be regarded as US person.



- 9.2. The Client is forbidden to use the account and the Website for any illegal purposes. AGAMABIT will report any suspicious activity to the relevant law enforcement and suspend and/or block your account and the provision of Services to you.
- 9.3. The Client is prohibited to use the Services for the transactions relating to:
- money laundering, terrorist financing, proliferation of weapons of mass destruction;
 - human trafficking;
 - any goods or services that are illegal or the promotion, offer or marketing of which is illegal or that are offered in connection with illegal, obscene or pornographic content, depict children or minors in sexual postures, depict means of propaganda or signs of unconstitutional organisations glorifying war or violating human dignity;
 - any goods or services, promotion, offer or marketing of which would violate copyrights, industrial property rights or other rights of any person;
 - archaeological findings;
 - drugs, narcotics or hallucinogens;
 - weapons of any kind;
 - illegal gambling services;
 - Ponzi, pyramid or any other “get rich quick” schemes;
 - goods that are subject to any trade embargo;
 - media that is harmful to minors and violates laws and, in particular, the provision in respect of the protection of minors;
 - body parts or human remains;
 - protected animals or protected plants;
 - weapons or explosive materials; or
 - any other illegal goods, services or transactions.

10. LIABILITY

- 10.1. AGAMABIT does not guarantee that the Services will be available at the Website and the Platform uninterruptedly, or that there will be no delays, failures, errors, omissions or loss of transmitted information. All the Services are provided without warranty of any kind, either express or implied.
- 10.2. AGAMABIT shall not be liable for any losses, either directly or indirectly, that may arise as a result of our compliance with applicable laws, guidelines or instructions of any regulatory body or other competent state body or any letter, pledge, fee, court order etc., if it is regulated by applicable regulations or acts.
- 10.3. In no circumstances AGAMABIT must be held responsible for the Client’s loss of cryptocurrencies in all cases. AGAMABIT shall not be liable in any way for the reduction of value of the fiat currency or cryptocurrency, in cases, where AGAMABIT is not able to deliver a particular fiat currency or cryptocurrency to a particular account and the transaction is suspended.
- 10.4. AGAMABIT cannot be held liable for any malfunction, breakdown, delay or interruption to the internet connection, or if for any reason AGAMABIT Services are unavailable at any time or for any period, including routine maintenance. The Client acknowledges that due to circumstances both within and outside of the control of AGAMABIT, the use of the Service may be interrupted, suspended or terminated. The Client agrees that AGAMABIT shall not be liable for damages or loss arising from any such interruption, suspension or termination.
- 10.5. Under no circumstances shall AGAMABIT be held liable for any delay in processing the Order received or for any consequence of such a delay. AGAMABIT shall not accept any liability for



Orders not processed on time, or for any resulting damage, except in cases of gross negligence or wilful intent which may be attributable for it.

- 10.6. The Website or the Platform may, from time to time, contain references or links to third party websites and materials. These links are provided for the Client's convenience only. AGAMABIT has no influence on the contents of those resources and accepts no liability for them or for any loss or damage that may arise from your use of them.
- 10.7. The Client shall indemnify AGAMABIT for all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by AGAMABIT as a result of, or in connection with Client's violation of these General Terms, Client's use of the Website and/or the Platform, or Services:
- 10.8. The Client shall indemnify, defend, and hold harmless AGAMABIT, its officers, affiliates, directors, equity holders, agents and employees with respect to any claim, demand, cause of action, debt, judgment or liability, including reasonable attorneys' fees, to the extent that it is based upon a claim that:
 - arises out of or in relation to their use of the Services and is not caused by the negligence or conduct of AGAMABIT;
 - if true, would constitute a breach of any of their representations, warranties or General Terms hereunder; or
 - arises out of their gross negligence, wilful misconduct or abandonment.

AGAMABIT may, at its discretion and at its own expense, assist in the defence of any indemnified claim through counsel selected by AGAMABIT. Any settlement intended to bind AGAMABIT shall not be valid or binding on AGAMABIT without AGAMABIT's prior written consent.

- 10.9. To the extent permitted by law, AGAMABIT does not accept any liability for the risks associated with the execution of trades and/or providing further services to the Client. In particular, AGAMABIT is not liable for loss or damages resulting from delayed or non-executed processing of Orders or instructions, from transfers of cryptocurrencies to unnotified blockchain addresses.
- 10.10. AGAMABIT is released from any liability for partial or complete failure to perform its obligations under these General Terms including regarding any Order and transaction pursuant to the General Terms if such failure is caused by Force Majeure circumstances.
- 10.11. AGAMABIT is not liable for any indirect and/or consequential losses, such as any loss of earnings and/or third-party claims for damages. You acknowledge and accept, that AGAMABIT in all cases cannot be liable for any losses, including the loss of profits, in part or in full, resulting from not being able to receive the Services or for non-provision of the Services.
- 10.12. In all events, the aggregate liability of AGAMABIT for any reason and upon any cause of action, including, without limitation, acts or omissions by AGAMABIT or third parties and outages or non-availability of the Services of AGAMABIT or any of the connected services, shall not exceed the amount of Fees, if any, paid by the Client to AGAMABIT in connection with the Order that gave rise to the cause of action in question.
- 10.13. The Client is exclusively liable for all losses and expenses (fully and totally, without any limits, limitations and exclusions) relating to any unauthorized use of the Client's account, as well as in case(s) where the Client acts fraudulently and/or fails to fulfil one or more of his obligations relating to correct and safe usage and safe keeping of his account, login details, password or other security features. AGAMABIT bears no responsibility for any transactions in the account regardless of who performed said transaction(s), unless AGAMABIT has been duly and timely notified by the Client of any unauthorized access to the account, and such tools and parameters have been consequently blocked.



11. SUSPENSION AND TERMINATION

- 11.1. Each Party may terminate these General Terms at any time, without reason, following settlement of any pending transactions. In the case of pending transaction, the termination will be effective when the terminating party receives the acknowledgment in writing of its notice to terminate a relationship with the other party. The termination does not affect any previous transactions, rights or obligations accrued prior to the notice of termination.
- 11.2. In case of termination of the General Terms the Client will not be entitled to any remedy (except for the withdrawal of accumulated currencies, if any), all subject to the General Terms, applicable laws and regulations.
- 11.3. The Client understands and agrees that AGAMABIT may at any time and at its sole discretion suspend, restrict, or terminate the Client's account and/or the provision of Services (entirely or in part) without informing the Client.
- 11.4. In the event of a technical problem causing errors in the system, AGAMABIT may temporarily suspend access to the Website until the problem is resolved.
- 11.5. AGAMABIT reserves the right to cancel unconfirmed accounts or accounts that have been inactive for a period of at least 6 (six) months, and/ or to modify or stop AGAMABIT, the Website or the Services. The Client agrees that AGAMABIT will not be liable to the Client or to any third party for termination of Client's account or access to the Website and the Services.

12. RISKS WARNINGS AND DISCLAIMERS

- 12.1. The Client acknowledges that there are risks inherent with the use of the Services, including but not limited to, market risk, liquidity risk, volatility risk, operational risk, speculative nature of cryptocurrencies themselves, regulatory risks, etc.;
- 12.2. When trading and storing cryptocurrencies your capital is at risk. Trading cryptocurrencies may not be supervised under your domestic regulatory framework. Cryptocurrencies can be quickly changed, reduced and potentially it can even drop to zero. After your confirmation of transaction, cryptocurrency exchange rate modification may occur during the transaction period and the transfers of cryptocurrencies and/or fiat currencies may not be instantaneous. By accepting these General Terms the Client expressly and irrevocably agrees that the cryptocurrencies exchange rate modifications, while the transfer is underway, shall not be a liability of AGAMABIT.
- 12.3. Any decision to purchase or sell fiat currencies and/or cryptocurrencies is your decision. The risk of loss can be substantial and AGAMABIT will not be liable for any loss suffered. You should, therefore, carefully consider whether such transaction is suitable for you considering your circumstances and financial resources.
- 12.4. AGAMABIT may provide information on the price, range, volatility of cryptocurrencies and events that have affected the price of these, but AGAMABIT is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and nothing in these General Terms or the Website and no communication or information provided to you by AGAMABIT shall be considered or construed as an investment advice in connection with the Services or as an offer to enter into agreement or an offer to buy or sell or the solicitation of an offer to buy or sell any fiat currencies and/ or cryptocurrencies.
- 12.5. The Client acknowledges that this section does not disclose all the possible risks and other aspects associated with these transactions.



13. MISCELLANEOUS

- 13.1. These General Terms are the sole and complete agreement between the Client and AGAMABIT and govern the Client's use of the Services provided on the Website.
- 13.2. These General Terms shall be binding for both the Client and AGAMABIT, and for their respective successors and assigns, but the Client may not assign any of his rights and obligations under these General Terms or under any transaction without prior written consent of AGAMABIT.
- 13.3. AGAMABIT shall have the right to transfer and/or assign, at its sole discretion, to a third party, whether affiliated or not with AGAMABIT, all or part of its rights and/or obligations under these General Terms, and the Client shall be deemed to accept such transfer and/ or assignment.
- 13.4. The Client and AGAMABIT are independent contractors, and no agency, partnership, joint venture, employer-employee or other similar relationship is intended or created by Client's acceptance of the General Terms.
- 13.5. The Website and the Services (including, but not limited to, all information, software, text, display, images, video and audio, design, selection and layout) and all copyrights, trademarks and other intellectual property rights contained in them, are the property of AGAMABIT, its licensors or other providers of such material. You agree that you shall not exercise any rights on them.
- 13.6. These General Terms and any disputes, claims or proceedings arising out of or in any way relating to it shall be governed by Polish law. The parties agree that the Polish Courts shall have the exclusive jurisdiction for the purposes of any proceedings. The Parties agree to notify each other in writing of any dispute within thirty (30) days of when it arises.
- 13.7. Sections 2.11, 3, 4, 5, 8, 10, 12 and this Section 13 shall survive any termination or expiration of this General Terms.
- 13.8. The English version of the General Terms and the Website is the main version and shall prevail over other language versions of these General Terms and the Website. Translations of these General Terms and the Website in other languages are not binding to AGAMABIT.
- 13.9. Any question and / or notices in connection to the General Terms, shall be sent to info@agamabit.com.