Terms of Use & Privacy Policy

Bitazza Terms of Use

These Terms of Use set forth the rights, obligations, and responsibilities of Bitazza Corporation Limited, with an address at 4/F Wai Lam House, 12 Lan Kwai Fong, Central, Hong Kong, Hong Kong (hereinafter referred to as "Bitazza") and Users with respect to the Services. The User is advised to read the terms and conditions that follow carefully as they form a contract between the User and Bitazza. The User Agreement shall govern the User's access to and use of Bitazza's Services.

1 Definitions

In addition to terms defined elsewhere in these Terms of Use, the definitions in this section 1 apply throughout these Terms of Use:

"**Account**" means User's trading account opened with the method prescribed by Bitazza in order for Bitazza to make the Services available to the User after the User agrees to the User Agreement electronically or by another method prescribed by Bitazza;

"**Applicable Law**" means the laws, rules, regulations, by-laws, customs, usages, practices, rulings, interpretations, directives, directions, decisions, guidelines, notices, practice notes and circulars of all applicable regulatory bodies for the time being in force that are applicable to the relevant party or the use or offer of the Services;

"**Authorized Person**" in respect of any Account belonging to an enterprise user, means, where applicable, the User's officers, employees, authorized persons, agents, service providers, sub-contractors or delegatees or any other persons to whom the User has provided authority to access and use the Services through the User's Account on behalf of the User, and as notified to Bitazza in accordance with the User Agreement;

"**Cryptocurrency**" means Bitcoin, Ethereum, Bitcoin Cash, Ethereum Classic, Litecoin, Ripple, Stellar and any other cryptocurrencies that can be traded through the Services from time to time as determined by Bitazza in its sole and absolute discretion. "Cryptocurrency" shall not include securities, derivatives, units of collective investment schemes or any other capital market products as determined by Bitadze in its sole and absolute discretion;

"**Digital Tokens**" means any electronic data created on an electronic system or electronic network as determined by Bitazza in its sole and absolute discretion;

"**Electronic Transaction**" means trading through systems with the following characteristics:

(1)   being connected through a public network;

(2)   having an Internet service provider (ISP) who provides public service; and

(3)   having a computer system used for accepting or placing orders through the Internet (order management) separate from the computer system used for accepting or placing orders through Bitazza's authorized officers;

"**Fiat Currency**" means internationally recognized currency that is recognized as legal tender and that, to the extent permissible by Applicable Law, Bitazza may prescribe from time to time as Fiat Currency that is capable of being exchanged for Tokens through the Services or as payment of service fees.

"**Force Majeure Event**" means any event beyond Bitazza's reasonable control (and that does not relate to or arise by reason of Bitazza's default or gross negligence) that renders impossible or hinders Bitazza's performance of its obligations under the User Agreement, including the offering of the Services;

"**Hosted Wallet**" means the virtual currency e-wallet offered and operated by Bitazza or a third-party service provider to store Tokens belonging to User. User may transmit (send and receive) Tokens between the Hosted Wallet or the Outside Cryptocurrency Address;

"Intellectual Property Right" means a copyright, patent, utility model right, trademark right, design right, or any other intellectual property right (including the right to obtain any of those rights or to apply to register any of those rights);

"KYC" means know-your-client and any other client due diligence required to identify and verify the Users for the purpose of anti-money laundering, counter-terrorism and proliferation of weapons of mass destruction financing (AML and CTPF) under the Applicable Law;

"Losses" means all losses, liabilities, costs (including legal costs), charges, expenses, actions, proceedings, lawsuits, investigations, claims and demands;

"Outside Cryptocurrency Address" means any and all cryptocurrency addresses or accounts that are owned or used by User or any other parties that is not Hosted Wallet and that is not owned, controlled or operated by Bitazza;

"Personal Information" shall have the meaning as given to it in the Privacy Policy;

"Privacy Policy" means the terms and conditions governing the collection, use, disclosure and transfer of Personal Information, as may be amended from time to time;

"Services" means (a) the service of Bitazza facilitating User as its broker and lawful agent with authority to act for User in all manner of Tokens trading transactions; (b) receiving and/or executing User's oral or written orders and other instructions relating to or otherwise connected with Tokens trading transactions in one or more User Accounts directly or through agents or correspondent brokers, and possessing User's Tokens in the name of Bitazza; (c) depositing and withdrawing User's Tokens with or from a custodian or depository; (d) providing Electronic Transaction facilities; and (e) any other services related or ancillary to any of the foregoing services, including but not limited to hot and cold storage of User's Tokens to partnered exchanges and other qualified service providers, in each case, regardless of the type of devices used by Users to access or use the Account or the Services, including all wired or wireless devices such as personal computers and smartphones, and if the names or details of one of these Services are changed for whatever reason, then including the changed Service. For the avoidance of doubt, Services excludes any services that the Company is not permitted to offer under Applicable Law and its license;

"Site" means Bitazza's official website at www.bitazza.com and all the pages under the same domain name, or mobile application, including but not limited to iOS and Android versions, where Services are conducted;

"Tokens" means Cryptocurrency or Digital Tokens;

"User" means a client (an individual person, enterprise, or other legal entity) who gains access to the Services, has entered into the User Agreement, is registered with Bitazza, and uses the Services offered by Bitazza;

"User Agreement" means these Terms of Use, the Privacy Policy, and any other documents expressed to govern the terms and conditions for the offer and/or use of the Services, each as may be amended from time to time; and

"Username" means User's unique name that is a combination of letters as selected by the User and numbers as generated by Bitazza for each User, and collected by Bitazza after the User agrees to the User Agreement for the purpose of using the Services.

2   Posting, Application and Amendment

2.1   Bitazza shall post these Terms of Use and any other documents governing the terms and conditions of the offer and/or use of the Services, on the initial landing and connecting page used to access the Services, to let the User Agreement be known to Users easily.

2.2   By electronically accepting or acknowledging the User Agreement (or accepting or acknowledging the User Agreement by other methods prescribed by Bitazza), or commencing the use of the Services, the User is deemed to have read and accepted the prevailing Terms of Use and any other documents governing the terms and conditions of the offer and/or use of the Services. User's acceptance of the prevailing User Agreement shall take effect upon completion of the creation of the User's Account, and in any event no later than User's first login to the User's Account.

2.3   Bitazza reserves the right to supplement, vary or amend the terms of the User Agreement or any part of it from time to time, subject to Applicable Law.

2.4   Bitazza shall notify Users of any such supplement, variation or amendment by posting a general pop-up notification on the Site or in accordance with other methods as reasonably determined by Bitazza. Once the User clicks the "I Agree" button, the User shall be deemed to have agreed to the supplement, variation or amendment. Unless a different effective date is expressly notified, any such supplement, variation or amendment shall take effect: (a) 14 days following the posting of the notification on the Site where the supplement, variation or amendment does not, in the reasonable opinion of Bitazza, cause any detriment to Users as a whole; or (b) 30 days following the posting of the notification on the Site where the supplement, variation or amendment may, in the reasonable opinion of Bitazza cause any detriment to Users as a whole ("**Effective Date of Change**"). In posting the notification, Bitazza shall state the date on which the supplement, variation or amendment shall take effect. The revised User Agreement (with the revised "Last Updated" date at the top of the document) will be posted on the Site.

2.5   If the User does not agree to any proposed supplement, variation or amendment, the User may express the User's objection no later than seven days prior to the Effective Date of Change, and/or terminate use of the Services. Users who do not raise any objection to any proposed supplement, variation or amendment shall be deemed to have agreed to the supplement, variation or amendment. Notwithstanding section 2.4 above, the continued access or use of the Services and/or the Account by the User on and/or after the Effective Date of Change constitutes User's agreement to be legally bound by the User Agreement, as supplemented, varied or amended. Therefore, it is the User's responsibility to ensure that it raises any objection in accordance with section 2.5, to review the latest versions of each document forming the User Agreement upon each access or use of the Services or Account to ensure that the User is aware of any such supplement, variation or amendment made, and lastly, to ensure that the User does not use the Services on or after the Effective Date of Change if the User has any objection to any supplement, variation or amendment.

2.6   If the User does not agree to any proposed supplement, variation or amendment, Bitazza reserves the right to suspend or terminate any Services (even though the User does not exercise the User's right to terminate the Services), and, in such event, the User must stop using the Services and the User's Account.

3   Separate Operation Policy, User Guide or Other Documents

3.1   Bitazza may establish a separate internal policy, user guide or any other documents in addition to these Terms of Use from time to time (which may include, without limitation, matters on the applicable service fee, any minimum transaction size and guidelines on the use of the Services). The use of the Services shall be subject to the internal policy ("**Internal Policy**"), user guide ("**User Guide**"), and any additional documents. The Internal Policy and the User Guide are available at Bitazza's website.

3.2   It is the User's responsibility to keep itself apprised of the Internal Policy, the User Guide and any other applicable documents as may be amended from time to time.

4   Appointment

4.1   User appoints and authorizes Bitazza as its broker and lawful agent with the authority to act for User in all manner of Tokens transactions, including but not limited to receiving and/or executing User's oral or written orders and other instructions relating to or otherwise connected with Tokens trading transactions in one or more User Accounts, directly or through agents or correspondent brokers, and to possess User's Tokens in the name of Bitazza or deposit and withdraw User's Tokens with or from a custodian or depository. User acknowledges and agrees that Bitazza may effect Tokens trading transactions for User's Account as principal or agent.

4.2   User agrees to pay Bitazza all applicable fees, charges, commissions, service fees, taxes and duties relating to the transactions effected by Bitazza for the User from time to time including legal fees incurred by Bitazza in the enforcement of any of the User's obligations herein. The purchase or sale confirmation shall be conclusive evidence of the amount of advance payment by Bitazza and the other terms of the Tokens trading transaction.

4.3   Bitazza shall not be under any obligation to enter into any particular transaction, except for User's liquidation instructions; provided that the execution of the liquidation instructions is not barred by judicial or administrative orders.

4.4   Bitazza shall not have any obligation to act in accordance with any instruction if there are insufficient funds in any relevant Account, consummation of the transaction would cause User to exceed the trading limit set by Bitazza for the User, if the instructions are ambiguous, contradictory or conflicting, or if Bitazza believes that to act in accordance with the User's instructions might result in either Bitazza or the User contravening any Applicable Law.

4.5   If Bitazza, in its absolute discretion, declines to accept or execute any instruction from the User, Bitazza will notify the User and Bitazza shall not in any circumstances whatsoever be liable in any way for any Losses suffered or incurred by the User.

4.6   Bitazza shall be indemnified and held harmless by User for any Losses it may incur as a result of acting in accordance with the User's instructions.

4.7   Bitazza shall be entitled to rely on any instructions, directions, notices or other communications that Bitazza reasonably believes in good faith to be from a person authorized to act on the User's behalf and the User agrees to indemnify Bitazza and hold Bitazza harmless from and against any Losses suffered or incurred by Bitazza in reliance thereon.

4.8   Bitazza's instructions shall only be effective upon actual receipt by Bitazza. Unless otherwise agreed, instructions given by User shall continue in full force and effect until cancelled or suspended by subsequent instructions received and accepted by Bitazza. Orders and instructions may be made or given by the User at its own risk by any means, but Bitazza may, in its sole discretion, suspend the execution of any order or instruction so made or given until its receipt of the confirmation of the order in writing without thereby becoming liable to the User in any manner whatsoever.

5 Eligibility

5.1 General requirements

The Services are intended solely for Users who are at least 18 years of age and satisfy the criteria described in these Terms of Use. You represent and warrant that you: (a) are of legal age to form a binding contract; (b) have not previously been suspended or removed from using the Services; (c) are not placed on the United Nations Sanctions List issued by the Anti-Money Laundering Office (AMLO) of any countries or jurisdictions; and (d) have full power and authority to agree to these Terms of Use. and (e) have full power and authority to agree to these Terms of Use. For the avoidance of doubt, if required, you acknowledge that it is your responsibility to provide Bitazza proof of legal age before being accepted as User of the Services.

5.2 The membership and use of the Services of an individual person or legal entity who desires to become a User ("**Applicant**") are subject to the Applicant fulfilling the following general criteria, and upon Bitazza's request, providing Bitazza with the information and documents to prove that the Applicant fulfils the criteria:

(a) the Applicant shall have completed, to the satisfaction of Bitazza, an application or registration form required by Bitazza, either online or by other methods as Bitazza shall notify the Applicant;

(b) the Applicant shall have provided, to the satisfaction of Bitazza, the information and documents as may be required by Bitazza for the purpose of conducting KYC and processing the application, and passing the KYC test or procedures as determined by Bitazza in accordance with Bitazza's Internal Policy and as required by any Applicable Law;

(c) the Applicant shall have no indication of being connected with money laundering or terrorism and proliferation of weapons of mass destruction as determined by Bitazza in its sole discretion;

(d) the Applicant shall be of legal capacity to enter into a contract;

(e) the Applicant shall have confirmed that the application is made on the Applicant's own behalf and that the Account, upon set up will be used by the Applicant for the Applicant's own account, and not as agent for any third parties;

(f) the Applicant shall have agreed to the User Agreement; and

(g) the Applicant shall satisfy other criteria and procedures as Bitazza may determine from time to time in accordance with Bitazza's Internal Policy or as required by Applicable Law.

The continued membership of any User shall be subject to the same eligibility criteria as set out in the terms above, applied with any necessary modifications.

5.3 Enterprise User

Where the Applicant (or the proposed User) is an enterprise User or legal entity ("**Enterprise User**"), the Applicant shall nominate at least one Authorized Person to act as primary liaison with Bitazza (including providing instructions) and to access and manage the User's Account on behalf of the Enterprise User. If Bitazza has approved the Account for trading on behalf of an Enterprise User, the Authorized Person will use the Services and the Account solely for the account of the specified Enterprise User. If the Authorized Person uses any Services on behalf of an Enterprise User, the Authorized Person agrees to these Terms of Use on his or her own behalf and on behalf of the Enterprise User, and the Authorized Person represents and warrants that he or she has the authority to bind the Enterprise User to these Terms of Use and that both the Authorized Person and the Enterprise User will be jointly and severally

liable under these Terms of Use for any violation of these Terms of Use or any other acts or omissions by the Enterprise User or by the Authorized Person.

6 Change of User's Information

6.1 Users may access and change their Personal Information at any time through the prescribed procedures made available on the Site or through the client service center, the contact details of which are made available on the Site. However, Users may not change their Username.

6.2 Bitazza shall not be liable for any Losses that arise from the User's failure to notify Bitazza of the changes as specified in the paragraph above.

7 Account

7.1 Account

(a) In order to use any Services, User must create and maintain an Account through the Services. To create or maintain the Account, or enable functions on the Account, the User will be required to provide Bitazza with certain information and documentation, including, as applicable, the information and documentation associated with identity verification and other screening procedures described in section 7.3, below. The User will: (a) create a unique password; (b) provide complete and accurate information; (c) promptly update any information the User has provided so that the information is complete and accurate at all times; (d) maintain the security of the Account by protecting User's password and any other security credentials from unauthorized access or use; (e) promptly notify Bitazza if the User discovers or suspects any unauthorized access or use of the Account or any security breaches related to the Account; and (f) be responsible for all activities that occur under the Account, and accept all risks of any authorized or unauthorized access to the Account.

(b) User's membership and Account granted by Bitazza belongs exclusively to the User and is not transferable to any other persons. User's access and use of the Services through the User's Account shall be strictly limited to the User or the Authorized Person in case of an Enterprise User.

(c) Bitazza shall not be liable for any Losses incurred by User due to the loss, theft, inadequate management, negligent use or disclosure of any information required for accessing the User's Account, including but not limited to the User's password or other security credentials.

7.2 Enhanced security

Bitazza may offer optional enhanced security features for User's Account (including, for example, two-factor authentication). Bitazza encourages, but may not require, the User to use the enhanced security features. If the User does enable enhanced security features, it is the User's responsibility to ensure the security of, and the User's continuous control over, any devices or accounts that may be associated with the enhanced security features.

7.3 Identity verification

Depending on the functions that the User seeks to enable on its Account and Bitazza's risk determination, Bitazza may, in its discretion, require identity verification and other screening procedures with respect to

the User or transactions associated with the Account. These verification and screening procedures may include, without limitation, checking the information the User provides against one or more lists issued by any governmental authority prohibiting or limiting business activities or transactions with any persons. The User may be required to provide Bitazza with certain Personal Information, including, but not limited to, the User's name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, photograph of the User's government-issued ID or other photographic proofs of the User's identity, and information regarding the User's bank account. The User hereby authorizes Bitazza, directly or through a third party, to make any inquiries Bitazza considers necessary to verify the User's identity and/or protect against fraud, including but not limited to: (a) query identity information contained in public reports (e.g. User's name, address, past addresses, or date of birth); (b) query account information associated with User's linked bank account (e.g., name or account balance); and (c) take action Bitazza reasonably deems necessary based on the results of the inquiries and reports. The User further authorizes any and all third parties to which the inquiries or requests may be directed to fully respond to the inquiries or requests. Bitazza will have no liability or responsibility for any permanent or temporary inability to access or use any Services, including the User's inability to withdraw Tokens or execute Tokens trading, as a result of any identity verification or other screening procedures.

7.4   Responsibility for Account activities

User will be bound by, and hereby authorizes Bitazza to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used the User's Account regardless of whether the access is authorized or unauthorized. Upon the receipt of a written notice from the User that the security of the User's Account has been compromised, Bitazza will take reasonable steps to protect the User's Account, including, for example, to cease to allow actions initiated using any compromised Account passwords. But, the first sentence of this paragraph will continue to apply to any other Account passwords, and any substitute passwords issued to replace the compromised Account password.

7.5   Number of Accounts

Bitazza may, in its sole discretion, limit the number of Accounts that the User may hold, maintain, or acquire.

8   Protection of Personal Information

8.1   User agrees that Bitazza, as the agent, broker and provider of the Services, may collect, use, disclose and transfer domestically or overseas any Personal Information provided by the User (including the Personal Information of the User's Authorized Persons, beneficial owners or any other relevant third parties) in accordance with the Privacy Policy as may be amended from time to time. User represents and warrants that the User has read and understood the Privacy Policy, and agrees to the terms therein.

8.2   User represents and undertakes to Bitazza that the User's Authorized Persons, beneficial owners and any other third parties whose Personal Information has been provided by the User to Bitazza, have provided their consent for Bitazza to receive their information and for Bitazza to use, process, disclose and transfer their Personal Information domestically or overseas in accordance with the Privacy Policy and Applicable Law. User shall indemnify Bitazza against any Losses Bitazza may suffer from any claims or purported claims from the User's Authorized Persons, beneficial owners or any other third parties in

relation to Bitazza's collection, use, processing, disclosure or domestic or cross-border transfer of their Personal Information in accordance with the Privacy Policy or the User Agreement.

9 General Service Terms

9.1 General obligations of Bitazza

(a) Bitazza shall use all reasonable endeavors to provide the Services in a continuous and stable manner.

(b) Bitazza shall use all commercially reasonable endeavors to adopt a reasonable security system designed to protect the Users' Personal Information (including credit information) to ensure that Users use the Services in a safe and secure environment, and shall comply with the Privacy Policy.

(c) Bitazza shall use its commercially reasonable endeavors to handle all genuine complaints from Users in a fair and equitable manner.

9.2 Conditions and restrictions

(a) Bitazza may, at any time and in its sole discretion, refuse any transfer request, order or other transaction requests submitted via the Services, impose limits on the amounts of transfers or trades that can be completed on a daily or other periodic basis or impose any other conditions or restrictions upon the usage of the Services, without prior notice. For example, Bitazza may: (a) limit the number of open orders that the User can establish via the Services; (b) restrict transaction requests from certain locations; or (c) restrict withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if Bitazza receives reasonable notice that the ownership of some or all of the Tokens in the Account is in dispute.

(b) Bitazza may restrict Users from logging on to the User's Account if it deems appropriate, including without limitation under any of the following circumstances:

(i) if the User enters wrong passwords successively;

(ii) if the User's Account has been hacked, stolen, disclosed to or used by a third party or compromised in any other ways or Bitazza has a suspicion that such event has occurred;

(iii) if the User's Account is being used for fraudulent or illegal activities or Bitazza has a suspicion that it is being so used; or

(iv) any other reasons as set out in the Internal Policy.

(c) Bitazza may limit the Users' deposit and withdrawal of Fiat Currency or Cryptocurrency if it deems appropriate, including without limitation under any of the following circumstances:

(i) if the User's name is different from the name of the depositor;

(ii) if the first withdrawal amount after acquiring membership is excessively high;

(iii) if it is in accordance with its Internal Policy;

(iv) if required by Applicable Law; or

(v) if there is a suspicion of any money laundering or financing of terrorism or proliferation of weapons of mass destruction.

(d) Any other terms and details of limitation on the use of the Services under this section shall be specified by Bitazza in its Internal Policy and User Guide.

(e)   If Bitazza limits the use of the Services under this section or terminates the User Agreement, Bitazza shall, subject to Applicable Law or unless otherwise provided in other provisions of the User Agreement, notify User in the manner as prescribed in section 15 below.

(f)   Users may raise an objection to the limitation on the use of the Services under this section being in accordance with the procedure prescribed by Bitazza. If Bitazza considers, in its sole and absolute discretion, such an objection to be justified and that there is no longer any concern resulting in the limitation or suspension in the first place, Bitazza may resume allowing the User to use the Services.

9.3   Accuracy of information

User agrees to provide any information required by any screen displayed within the Services. The User represents and warrants that all information the User provides via the Services is accurate, true, and complete.

9.4   Support for Tokens

Bitazza retains the right, in its sole discretion, to determine whether to support transfer, storage or trading of any Tokens using the Services, and may discontinue or terminate any support for any Tokens at any time for any or no reason. Unless otherwise required by Applicable Law or law enforcement, Bitazza will make reasonable efforts to notify the User of its decision to cease to support a Token. If Bitazza ceases to support transfer or storage of a particular Token using the Services, Bitazza will use commercially reasonable efforts to notify the User at least 14 days in advance so as to afford the User an opportunity to transfer the affected Tokens from the User's Hosted Wallet to an Outside Cryptocurrency Address. If the User does not transfer the affected Token out of its Hosted Wallet prior to cessation of support for the Tokens by Bitazza, the Tokens may be lost due to the User's inability to access, transfer or otherwise control the Tokens. Bitazza will not be liable to the User for any Losses related to its decision to cease any support for any Token.

9.5   AML/KYC compliance

Bitazza maintains an internal anti-money laundering and know your client compliance program ("**AML/KYC Program**"). The AML/KYC Program is a risk-based program founded on requirements of the Anti-Money Laundering Office (AMLO). This AML/KYC Program may be updated from time-to-time, including the procedures that Bitazza uses to verify the User's identity.

9.6   Error correction attempts

Bitazza may, at its option and discretion, attempt to correct, reverse or cancel any order, trade or transfer with respect to which Bitazza has discovered that there has been an error, whether the error was made by the User, Bitazza or a third party. The User hereby authorizes Bitazza to attempt any correction, reversal or cancellation described in the preceding sentence. Bitazza provides no guarantee or warranty that any such attempt will be successful and will not have any responsibility or liability for the error or any correction attempt.

9.7   Property disputes

If Bitazza receives notice that any Tokens held in the Hosted Wallet are alleged to have been stolen or otherwise are not lawfully possessed by the User, Bitazza may, but has no obligation to, place an administrative hold on the affected Tokens or the User's Hosted Wallet. If Bitazza does place an administrative hold on some or all of the User's Tokens, Bitazza may continue the hold until the dispute has been resolved and evidence of the resolution acceptable to Bitazza has been provided to Bitazza in a form acceptable to Bitazza. Bitazza will not involve itself in any such dispute or the resolution of the dispute. The User agrees that Bitazza will have no liability or responsibility for any hold, or for the User's inability to withdraw Tokens or execute trades during the period of any hold.

9.8   Unacceptable use or conduct

(a)   User shall not:

(i)   violate any law, regulation, contract, intellectual property or other third-party right, or commit a tort while using the Services;

(ii)   use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;

(iii)   use the Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;

(iv)   use any robot, spider, crawler, scraper, or other automated means or interface not provided by Bitazza to access the Services or to extract data;

(v)   use or attempt to use another User's account without authorization;

(vi)   steal or attempt to steal information of any other Users or persons;

(vii)   attempt to circumvent any content filtering techniques Bitazza employs, or attempt to access any service or area of the Services that Users are not authorized to access;

(viii)   introduce to the Services any malware, virus, trojans, worms, logic bombs, or other harmful materials;

(ix)   develop any third-party applications that interact with our Services without our prior written consent, or unless otherwise agreed;

(x)   engage in any conduct, act or behavior that may damage the reputation of Bitazza or any third party or disrupt any of their operations;

(xi)   act as agent or nominee on behalf of any third party in using the User's Account;

(xii)   provide false, inaccurate, or misleading information;

(xiii)   post content or communications that are, in Bitazza's sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;

(xiv)   post content containing unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages or User content designed to deceive or trick the Users of the Service;

(xv)   post content containing private information of any third party including, but not limited to, addresses, phone numbers, email addresses, ID numbers and credit card numbers;

(xvi)   collect the Personal Information or other Account-related information or confidential information, of another User or third party;

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(xvii)   engage in any conduct, acts or behavior that is intended to or that may create a false or misleading appearance of any active trading in any Tokens or with respect to the market for or price of Tokens;

(xviii)   employ any device, scheme or artifice to defraud, engage in any act, practice or course of business that operates as fraud or deception or is likely to operate as a fraud or deception upon any person, or make any statement known to be false in a material particular;

(xix)   conduct any other illegal, fraudulent, deceptive or manipulative acts; or

(xx)   encourage or induce any third party to engage in any of the activities prohibited under this section.

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(b)   User shall comply with the User Agreement and all Applicable Law related to the User's trading activities and other use of the Services, including without limitation any reporting obligations and payment of all applicable taxes. The User will determine what, if any, taxes apply to the trades and any other transactions the User executes via the Services, and it is the User's responsibility to report and remit the correct tax to the appropriate tax authority. The User shall proceed with any action in good faith as an ordinary investor would normally act, shall not harm the trading system in any respect and shall not exploit unusual circumstances or deficiency of the system for the benefits of the User or any third party.

10   Use of Services

10.1   In order to transact in the trading of Tokens, User will be required to deposit Fiat Currency into the bank account designated by Bitazza ("**Designated Bank Account**"). The deposit of Fiat Currency shall be done by using the method prescribed by Bitazza. Such Fiat Currency shall be held in the Designated Bank Account and Bitazza shall be entitled to withdraw such Fiat Currency from the Designated Bank Account to transfer to any other persons for the purpose of executing Tokens trading order as instructed by the User. Bitazza will keep records of the balance of Fiat Currency held in the Designated Bank Account that is attributable to each User. User acknowledges that Fiat Currency held in the Designated Bank Account is held by third-party banks as deposits. User agrees that it shall not be entitled to any interest accrued from the Fiat Currency that it transfers to the Designated Bank Account and waives all rights to such interest and acknowledges that Bitazza is not obliged to hold such interest or transfer such interest to the User.

10.2   User shall submit an instruction to transact in Tokens only by the method prescribed by Bitazza. When the User submits an instruction to transact in Tokens, the User must own sufficient funds in the relevant Fiat Currency in the Designated Bank Account, or the relevant Tokens in the Hosted Wallet, as the case may be, that are required to buy the relevant Tokens (in the case of a buy order), or to deliver the relevant Tokens (in the case of a sell order). The User acknowledges that the hot storage of the Hosted Wallet is controlled by Bitazza, provided that Bitazza has exclusive control over the API keys, or any applicable access keys, including but not limited to login passwords, of the hot storage of the Hosted Wallet, and such hot storage is managed by a third-party service provider, whereas the cold storage of the Hosted Wallet, where Bitazza will make its commercially reasonable efforts to store the bulk of all funds at, is to be managed by Bitazza.

10.3   Before executing a trading order for the User, Bitazza will, in the ordinary course, provide a summary that includes the quantity and price of the Tokens that the User intends to purchase or sell, and the fee for the User. The User may withdraw or change orders submitted at any time before the orders are executed by Bitazza.

10.4   User agrees that the User will not be entitled to withdraw or change the User's orders upon the execution of orders by Bitazza, and shall be bound by all orders executed by Bitazza.

10.5   User may request Bitazza to withdraw Fiat Currency that was originally deposited by the User into the Designated Bank Account or any Fiat Currency that is transferred to the Designated Bank Account pursuant to the settlement of a Token trading order of the User, and transfer the Fiat Currency to any bank accounts belonging to and in the name of the User. Upon such request, Bitazza shall transfer the Fiat Currency to a bank account of the User via either (i) the PromptPay channel using citizen ID number of the User or (ii) Internet banking channel, given that the User has verified his or her bank account through a method provided by Bitazza, unless such amounts are required for the settlement of any trading orders submitted by the User. The User acknowledges that there may be some delay in withdrawing Fiat Currency, but in any case, the delay shall be no more than 24 hours after the User gives instructions for the withdrawal of Fiat Currency. Notwithstanding any provision herein, Bitazza shall not be required to facilitate the transfer of any funds if doing so may result in breach of Applicable Law, or if there is suspicion of any money laundering or financing of terrorism or proliferation of weapons of mass destruction, as determined by Bitazza in its sole discretion and in accordance with Applicable Law.

10.6   Bitazza may conduct any additional verification as it determines in its sole and absolute discretion, including requesting a third-party professional institution to verify User's real name or the User's identity, to check whether the information provided by the User is true, prior to depositing, withdrawing or transferring any Fiat Currency or Tokens.

10.7   User agrees that neither Bitazza nor its Affiliates (an **"Affiliate"** is, with respect to a legal entity, another legal entity that controls, is under common control with, or is controlled by the first legal entity) is providing any advice, guarantee or forecast on any Tokens, the price thereof, or trading in any Tokens, and shall not be liable for any Losses incurred by User from trading in Tokens (including Losses arising from any price fluctuations in Cryptocurrency). User fully understands, acknowledges, and fully accepts the risks of trading Tokens, which, in the worst case scenario, could become worthless in value due to the volatile nature of valuations of Tokens.

10.8   User further agrees that neither Bitazza nor its Affiliates is guaranteeing the availability of any Tokens, Cryptocurrency and Fiat Currency pairs on relevant cryptocurrency exchanges. In the event of the suspension of any cryptocurrency exchanges, any occurrence of Force Majeure Events, market volatility or changes in market conditions as determined by Bitazza in its sole and absolute discretion, or any changes or developments in Applicable Law, Bitazza may, in its sole and absolute discretion and without prior notice to the User, take one or more of the following steps and Bitazza shall not be liable for any Losses incurred by User as a result of any such steps taken:
(a)   denying access to the Account or use of the Services;

(b)   suspending all activities within the Account and Services;

(c)   cancelling any order submitted by User; or

(d)   settling any positions held by the User regardless of whether the User has submitted an order.

10.9   User agrees that any Tokens may be designated as trading service cancellation or suspension, which shall be in accordance with the policy prescribed by Bitazza. In the event of trading service cancellation or suspension, Bitazza shall, as soon as practicable, notify the Users to cancel or suspend trading of the designated Tokens and to withdraw remaining designated Tokens from their accounts within a reasonable period of time as prescribed by Bitazza.

11 Matters to be Noted with Respect to Use of Services

11.1   Bitazza may, at its discretion, reject an order submitted through the Services or limit the transaction amount or other terms and conditions of transactions with or without any prior notice.

11.2   User may cancel the User's order only if Bitazza has not proceeded with the execution of the order as instructed by the User. If Bitazza has executed any orders instructed by the User in part only, the User may request to cancel the remaining portion of the order that has not been executed by Bitazza for the User.

11.3   Notwithstanding any provisions above, if the Token that is available for use in User's Hosted Wallet or the Fiat Currency of User that is available in the Designated Bank Account falls short of the amount needed to execute or settle an order submitted by the User, Bitazza may cancel the entire order or execute only the part of the order that is equivalent to the Token that is available in the User's Hosted Wallet or the Fiat Currency that is available for use in the Designated Bank Account.

11.4   Bitazza, at its discretion, shall have an option not to provide the Users with additional benefits derived from holding Tokens. Users are not entitled to any additional benefits, unless otherwise explicitly stated by Bitazza.

12 Fees

12.1   Fee schedule

(a)   User shall pay a commission fee as a percentage of the total trading volume per trading order executed by Bitazza for the User. The rate of commission fee may be amended from time to time. The fee schedule will be made available on Bitazza's website. The most updated fee schedule can be found here.

(b)   A schedule of commission fees, withdrawal fees and other fees and costs incurred from or in relation to the Services payable by the User shall be made available on the Site and may be amended from time to time by posting on the Site or by other methods as reasonably determined by Bitazza.

12.2   Agreement to fee schedule

User agrees to pay Bitazza the fees described in the fee schedule, as periodically updated by Bitazza in its sole discretion, or as otherwise notified by Bitazza by other methods from time to time. The updated fee schedule will apply prospectively to any trades or other transactions that take place following the effective date of such updated fee schedule. The User hereby authorizes Bitazza to remove Tokens from the Hosted Wallet for any applicable fees owed by the User under these Terms.

13 Representations and Warranties

13.1   User represents, undertakes and warrants that:

(a)   the User has the capacity, power and authority to enter into, and exercise User's rights and perform and comply with User's obligations under the User Agreement;

(b)   where the User is a legal entity, it is validly existing and duly incorporated, established or constituted under the laws of the jurisdiction in which it is incorporated, established or constituted;

(c)   all actions, conditions and things required to be taken, fulfilled and done, in order: (i) to enable the User to lawfully enter into, exercise the User's rights and perform and comply with the User's obligations under the User Agreement, and (ii) to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;

(d)   the User's obligations under the User Agreement are valid, binding and enforceable;

(e)   the User is solvent, able to pay the User's debts as they fall due and is an ongoing concern, and not an undischarged bankrupt;

(f)   the User's entry into, exercise of the User's rights and/or performance of or compliance with the User's obligations under the User Agreement does not and will not (i) violate any agreement to which the User or, where applicable, any of its Affiliates, is a party or that is binding on the User or the User's assets, or (ii) result in the existence of, or oblige the User to create, any security over User's assets;

(g)   the User has obtained all consents, licenses, approvals or authorizations of, exemptions by or registrations with or declarations by, any governmental or other authority that the User requires, and these are valid and subsisting and will not be contravened by the execution or performance of the User Agreement;

(h)   any Tokens, Fiat Currency or other funds used to meet the User's obligations to pay under the User Agreement or to transact in Tokens through the Services are from legitimate sources and do not constitute the benefits of drug dealing, criminal conduct, or other illegal activities (including any types of tax offenses) within the meaning of the definitions of corruption, drug trafficking and other serious crimes in the Criminal Code or other related laws or any other Applicable Law;

(i)   the User is not and will not be using the Services to fund any illegal or criminal activities (including financing of terrorism);

(j)   the User is using the Services (including the trading in Tokens) for its own account and not for any other persons (whether in User's capacity as agent, broker, nominee or otherwise);

(k)   the User (and where applicable its beneficial owners, Authorized Persons or connected parties) is not named on any list of prohibited countries, territories, entities or individuals maintained by and updated by the OFAC (Office of Foreign Assets Control), EU (composite list of persons and organizations against whom sanctions have been imposed), the United Nations, the Anti-Money Laundering Office, or any other relevant regulatory bodies; and

(l)   all information that the User provides or submits to Bitazza, including any additional confirmations or declarations that Bitazza requires from the User from time to time is true, accurate and complete and not misleading in any material particular.

13.2   The User shall immediately notify Bitazza in the event the User becomes aware that any of the statements in section 13.1 has ceased to be true or accurate or has become misleading.

14   Changes, Suspension and Termination

14.1   Changes to Services

Bitazza may, at its discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of any Services.

14.2   Suspension or termination of Services

(a)   Users may terminate the User Agreement through the information management menu accessible on the Site or the customer center (the contact details of which are displayed on the Site) at any time by giving seven days prior notice.

(b)   Bitazza may, at its discretion and without liability to the User, with or without prior notice and at any time, temporarily suspend or permanently terminate the User's access to all or a portion of any Services if any of the following events occur:

   (i)   if the User violates the User Agreement;

   (ii)   if the User violates Applicable Law or uses the Services for any illegal or fraudulent activities, which includes providing illegal programs and disrupting the operation of the Services in violation of copyright laws, or illegally communicating, being engaged in hacking, distributing malicious programs and violating access right to the Services in violation of any related regulations, etc.;

   (iii)   if the User commits an act that may disrupt the smooth process of the Services or obstructs others from using the Services, or attempts to do so;

   (iv)   if Bitazza acknowledges that it needs to refuse to provide the Services in its reasonable judgment (including for the purpose of complying with Applicable Law);

   (v)   upon the occurrence of a Force Majeure Event;

   (vi)   where any representations, warranties or undertakings under section 13 becomes inaccurate, untrue or misleading; or

   (vii)   in accordance with section 2.6.

(c)   Bitazza may at any time terminate the User Agreement for any other reasons by providing not less than seven days notice to the User.

(d)   Termination of the User Agreement shall be without prejudice to any liability or obligation in respect of any matters, undertakings or conditions existing prior to such termination.

14.3   No liability

Bitazza will not be liable for any Losses suffered by the User resulting from any modifications of any Services or from any suspensions or terminations of your access to all or a portion of any Services (whether pursuant to this section 14 or for any other reasons). If and when Services resume, the User acknowledges that Token valuations and exchange rates may differ significantly from the valuations and rates prior to such event.

14.4   Effect of termination

In the event of discontinuation of all Services or the User Agreement or other terminations of the User's right to access all Services: (a) all amounts payable by the User to Bitazza will immediately become due; (b) Bitazza may delete or deactivate the User's Account and all related information and files in such Account without liability to the User; and (c) Bitazza may cancel any open orders or other transaction requests that are pending at the time of discontinuation or termination. In the event of discontinuation or termination of all Services or discontinuation or termination of transfer or storage Services for all or some Tokens, Bitazza will use commercially reasonable efforts, unless prohibited, in order to comply with Applicable Law or the order of law enforcement or other governmental authority, to provide the User with a period of 90 days to remove the affected Tokens from the User's Hosted Wallet.

14.5   Survival

The terms of sections 1 through 22 will survive any termination of your access to the Services or the User Agreement.

15   Electronic Notices

15.1   Consent to electronic delivery

The User consents to receive electronically all communications, agreements, documents, receipts, notices, and disclosures (collectively, "**Communications**") that Bitazza provides in connection with the User Agreement, the User's Account or any Services. The User agrees that Bitazza may provide these Communications to the User by posting them via the Services, by emailing them to the User at the email address provided by User, sending them using an application or other messaging services to the User's Account on the application or messaging service, and/or by sending an SMS or text message to a mobile phone number that the User provides. The carrier's normal, messaging, data, and other rates and fees may apply to any mobile Communications. The User should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.

15.2   Hardware and software requirements

In order to access and retain electronic Communications, the User will need a computer with an Internet connection that has a current web browser with cookies enabled and 128-bit encryption. The User will also need to have a valid email address on file with Bitazza and have sufficient storage space to save past Communications or an installed printer to print them.

15.3   Updating contact information

It is the responsibility of the User to keep the email address and/or mobile phone number on file with Bitazza up to date so that Bitazza can communicate with the User electronically or telephonically. If Bitazza sends an electronic Communication but the User does not receive it because the email address or mobile phone number on file is incorrect, out of date, blocked by a service provider of the User, or the User is otherwise unable to receive electronic Communications, Bitazza will be deemed to have provided the Communication to User. Please note that if the User uses a spam filter that blocks or re-routes emails from senders not listed in the email address book, the User must add Bitazza to the User's email address book so that the User will be able to receive the Communications Bitazza sends to the User. The User can update an email address, mobile phone number, or street address at any time by filing a support request at https://support.bitazza.com. If the email address or mobile phone number becomes invalid such that electronic Communications sent to the User by Bitazza are returned, Bitazza may deem the User's Account to be inactive, and the User may not be able to complete any transactions via our Services until Bitazza receives a valid, working email address or mobile phone number from the User.

16   Proprietary Rights

16.1   Ownership of Services

The Services, Site and all technology, content and other materials used, displayed or provided in connection with the Services or Site ("**Bitazza Materials**") together with all intellectual property rights in any of the foregoing are, as between the User and Bitazza, owned by Bitazza.

16.2   Limitations

The User may use the Bitazza Materials solely as authorized by Bitazza in connection with the use of the Services for as long as Bitazza permits the User to continue to access the Services. Without limiting the foregoing: the User will not (a) resell, lease, lend, share, distribute or otherwise permit any third party to use the Site, Services or Bitazza Materials or use the Site, Services or Bitazza Materials in any service bureau environment; (b) modify or create derivative works of the Site, Services or Bitazza Materials, or any portion thereof; (c) frame, display or incorporate the Site, Services or Bitazza Materials in any website or any other work of authorship; (d) decompile, disassemble, reverse engineer or attempt to discover the source code of the Site, Services or Bitazza Materials; (e) use the Site, Services or Bitazza Materials to design, develop or create any competing product or service; or (f) otherwise use the Site, Services or Bitazza Materials for any commercial or noncommercial purpose other than their intended purposes determined at Bitazza's discretion. "Bitazza" any product or service names, logos, and other marks used on the Site or Bitazza Materials, or otherwise in connection with the Services, are trademarks owned by Bitazza or its licensors. The User may not copy, imitate or use them without Bitazza's prior written consent.

16.3   Feedback

Bitazza will own any feedback, suggestions, ideas, or other information or materials regarding Bitazza or the Services that the User provides, whether by email, posting through the Services or otherwise ("**Feedback**"). The User hereby assigns to Bitazza all right, title and interest to Feedback together with all associated intellectual property rights. The User will not be entitled to, and hereby waives any claims for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

16.4   User Content

The User hereby grants to Bitazza a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any text, information, data, materials, images, or other content the User provides to Bitazza using the Services or submits or posts to the Site and that is not Feedback owned by Bitazza ("**User Content**"). The User represents and warrants that: (a) the User owns the User Content or has the right to grant the rights and licenses in these Terms of Use, and (b) the User Content and use by Bitazza of the User Content as licensed herein does not and will not violate, misappropriate or infringe on the rights of any third party. Bitazza may remove any User Content from the Site for any reasons at Bitazza's discretion.

17   Third-Party Content

In using the Services, the User may view content provided by third parties ("**Third-party Content**"). Bitazza does not control, endorse, or adopt any Third-party Content and shall have no responsibility for Third-party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable. In addition, the User's business dealings or correspondence with such third parties are solely between the User and the third parties. Bitazza is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and

the User understands that the use of Third-party Content, and the interactions with third parties, is at the User's own risk.

18   Disclaimer of Warranties

To the maximum extent permitted under Applicable Law, the Site, the Services, the Bitazza Materials and any other item provided by or on behalf of Bitazza are provided on an "as is" and "as available" basis and Bitazza expressly disclaims, and the User waives, any and all other warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from course of performance, course of dealing or usage in trade. Without limiting the foregoing, Bitazza does not represent or warrant that the Site, the Services or Bitazza Materials are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.

The User acknowledges that the User's data may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, viruses or other harmful materials, protocol changes by third-party providers, Internet outages, Force Majeure Event or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control. The User is solely responsible for backing up and maintaining duplicate copies of any information the User stores or transfers through our Services.

The disclaimer of implied warranties contained herein may not apply if and to the extent it is prohibited by Applicable Law of the jurisdiction in which the User resides.

19   Indemnification

19.1   The User will defend, indemnify, and hold harmless Bitazza, its Affiliates, and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, "**Indemnified Parties**") from any Losses, including without limitation reasonable attorneys' fees, based upon or directly arising out or otherwise in respect of (a) use of, or conduct in connection with, the Services; (b) any Feedback or User Content the User provides; (c) the User's violation of these Terms of Use; (d) any default, act or omission of the User under the User Agreement; or (e) the User's violation of any Applicable Law or the rights of any other persons or entities, except for those incurred or arising due to willful misconduct or gross negligence of Bitazza. If the User is obligated to indemnify any Indemnified Party, Bitazza (or, at Bitazza's discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any actions or proceedings.

19.2   Bitazza will defend, indemnify, and hold harmless the User from any Losses, including without limitation reasonable attorneys' fees, directly affecting the User's property, including Tokens and Fiat Currency, based upon or directly arising out of or otherwise in respect of (a) non-performance of obligations of Bitazza or (b) any act of fraud, willful misconduct, or gross negligence on the part of any third-party service providers designated by Bitazza.

20   Limitation of Liability

20.1   Notwithstanding any provisions in the User Agreement, the User acknowledges and agrees that Bitazza (and any of its directors, officers, employees, agents, Affiliates, subsidiaries, contractors, suppliers, successors and assigns) are not liable to the User for any indirect, consequential, incidental, special or punitive Losses, or any direct or indirect loss of profits or investment Losses suffered by the

User or any third party, whether arising based on a claim in contract, tort, breach of statutory duty or otherwise, under any circumstances.

20.2   Notwithstanding any provisions in the User Agreement, Bitazza shall not be liable for any Losses, whether direct, indirect, consequential, incidental, special or punitive Losses, or any direct or indirect loss of profits or investment Losses suffered by User or any third party, whether arising based on a claim in contract, tort, breach of statutory duty or otherwise, where such Losses arise from or are in connection with the acts or omission of other Users. Without prejudice to the generality of the foregoing, the User acknowledges that any investments made through the Services by Bitazza as instructed by the User or on the basis of any information acquired through the Services that is provided directly or indirectly by any other Users, may incur Losses. User shall be entirely liable for the User's final judgment and bear all liability for such Losses and Bitazza shall not be liable for the trustworthiness, accuracy and legality of the information, materials and facts that are posted by Users on the Services. Bitazza has no relation to the information, opinions and materials that are posted by Users within the Services, and a User who posts writings and Users who access such writings shall be entirely responsible for any liability arising from the details of such writings. User shall be fully responsible for handling and resolving any disputes with another User or a third party in relation to the use of any Services. Bitazza is neither obligated to be involved in nor is liable for, any dispute that arises between Users, or between a User and any third party, through the Services.

20.3   Notwithstanding any provisions in the User Agreement, Bitazza shall not be liable for any Losses, whether direct, indirect, consequential, incidental, special or punitive Losses, or any direct or indirect loss of profits or investment Losses suffered by the User or any third party, whether arising based on a claim in contract, tort, breach of statutory duty or otherwise, where such Losses arise from or are in connection with trading, investments or speculation in Tokens by the User, including but not limited to fluctuations in prices of Tokens, lack of liquidity of Tokens or User's insufficient understanding of the nature, mechanisms, market operations and other information relating to Tokens. Bitazza does not provide any advice on Tokens or any guarantee or representation on the value, stability or legality of Tokens, and nothing in the User Agreement or the Services shall be construed as such.

20.4   Notwithstanding any provisions in the User Agreement, Bitazza shall not be liable for any Losses, whether direct, indirect, consequential, incidental, special or punitive Losses, or any direct or indirect loss of profits or investment Losses suffered by the User or any third party, whether arising based on a claim in contract, tort, breach of statutory duty or otherwise, where such Losses arise from or are in connection with or due to:

(a)   the occurrence of a Force Majeure Event;

(b)   a third party's act of illegally accessing the server of Bitazza, or disrupting the normal operation of other services, or using Users' information without being authorized;

(c)   any failure or limitation of any Services that is inevitably caused by the inherent attributes of Tokens, such as defects or technical limits in the system of issuing and managing Tokens;

(d)   any reason attributable to Users;

(e)   any inaccuracies contained in information provided by Bitazza through the Services where the information is obtained from a third party or third party's sources;

(f)   any failure to receive or delay in receiving instructions or orders because of any failure on the part of the User or any device or facility used by the User to access the Services or Account;

(g)   any delay where the contents of an instruction by User are ambiguous, incomplete or otherwise inaccurate;

(h)   any unauthorized use of the Services or Account;

(i)   any act or omission of telecommunications carriers, Internet service providers or any other service providers;

(j)   the exercise of any of Bitazza's rights under the User Agreement;

(k)   Bitazza's reliance on such information submitted to Bitazza;

(l)   the future enactment or amendment of any Applicable Law applying to virtual currency or Cryptocurrency, including any applicable tax liabilities including income tax, and consumption tax such as VAT;

(m)   User's use of any websites or links made available on the Site that are not operated by Bitazza;

(n)   any other discontinuation, suspension, termination, unavailability or alteration of any Services carried out in accordance with the terms of the User Agreement; or

(o)   transfers of Tokens or Fiat Currency to the User's Outside Cryptocurrency Address, bank account or other accounts provided by the User, or any other transfers carried out in accordance with User's instructions. Unless specially provided in relevant statutes, Bitazza shall not be liable for the use of any Services that are offered for free.

20.5   The User shall, at the User's responsibility and cost, indemnify Bitazza against any and all Losses arising from any objections, actions or proceedings filed by a third party, including any claim for damages or suits, as a result of the User's illegal acts or violation of these Terms of Use in using the Services.

20.6   The User shall, at its own responsibility and expense, investigate whether the User's use of any Service is in violation of any Applicable Law that applies to the User, and Bitazza does not provide any advice or guarantee that User's use of any Service will conform to any Applicable Law that applies to that User.

21   Dispute Resolution and Arbitration

Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination or invalidity thereof, shall be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules in force at the time, and shall be under the administration of the Hong Kong International Arbitration Centre (HKIAC).

22   Other Terms

22.1   Copyright violations

Bitazza has a policy of limiting access to our Services and terminating the Accounts of Users who infringe the intellectual property rights of others. If the User believes that anything on our Services infringes any copyright that the User owns or controls, User may notify Bitazza's designated agent. Please note that if the User knowingly misrepresents that any activity or material on our Services is infringing, the User may be liable to Bitazza for certain costs and damages.

22.2   Remedies

If the User violates any of these Terms of Use, Bitazza may, as it determines reasonably necessary to remedy or mitigate your violation, delete all or part of such information transmitted by the User, suspend or cancel the Account, or confiscate Tokens owned by the User without any prior notice. Bitazza shall in no event be responsible or liable for any damage incurred by the User as a result of an action taken by Bitazza pursuant to this paragraph. Any right or remedy of Bitazza set forth in these Terms of Use is in addition to, and not in lieu of, any other right or remedy whether described in these Terms of Use, under statute, or at law or in equity.

22.3   Bitazza Affiliates and contractors

The Site and any Services may be operated or provided by Bitazza, its Affiliates or their respective contractors. To the extent that an Affiliate of Bitazza, or contractor of Bitazza, is operating or providing any Services, the Affiliate or contractor's provision of the Services will be under terms identical to these Terms of Use substituting the Affiliate or contractor's name wherever Bitazza's name occurs in these Terms of Use.

22.4   Non-waiver

Bitazza's failure or delay in exercising any right, power, or privilege under these Terms of Use shall not operate as a waiver thereof.

22.5   Severability

The invalidity or unenforceability of any of the provisions of these Terms of Use shall not affect the validity or enforceability of any other provisions, all of which shall remain in full force and effect.

22.6   Force majeure

Bitazza will have no responsibility or liability for any failure or delay in performance of any Services, or any Losses or damages that you may incur, due to any circumstance or event beyond the control of Bitazza, including without limitation any flood, extraordinary weather conditions, earthquake, or other acts of God, fire, war, insurrection, riot, labor dispute, accident, action of government, power failure, or equipment or software malfunction.

22.7   Assignment

You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms of Use without prior written consent from us, including by operation of law or in connection with any change of control. Bitazza may assign or transfer any or all of its rights or obligations under these Terms of Use, in whole or in part, without notice or obtaining your consent or approval.

22.8   Headings

Headings of sections are for convenience only and shall not be used to limit or construe such sections.

22.9   Entire agreement and order of precedence

The User Agreement contains the entire agreement, and supersedes all prior and contemporaneous understandings between the parties regarding the Services. In the event of any conflicts between these Terms of Use and any other agreements the User may have with Bitazza, these Terms of Use will control unless the other agreement specifically identifies these Terms of Use and declares that the other agreement supersedes these Terms of Use.

Privacy Policy

Thank you for visiting this Privacy Policy ("**Privacy Policy**") of Bitazza Corporation Limited, with an address at 4/F Wai Lam House, 12 Lan Kwai Fong, Central, Hong Kong, Hong Kong ("**Company**" or "**we**" or "**us**" or "**our**"). This Privacy Policy aims to provide information on how the Company collects, uses, stores, processes, discloses, and/or transfers overseas, the personal information of users ("**User**" or "**you**" or "**your**") of the Company's sites and/or mobile phone application ("**Site**") when using the Company's services ("**Services**") related to digital assets ("**Products**"). The Company will collect and maintain the personal information of Users only for legitimate purposes in connection with providing our Services. User's information will not be used, collected, or retained unless the Company has a legitimate Services purpose for doing so.

By clicking the "I Agree" button prior to using our Services, it means that you have read, understood, agreed, and consented to the Company's data collection, use, storage, processing, disclosure and/or cross-border transfer practices and other activities as described in this Privacy Policy. If you do not agree to our Privacy Policy, please do not click the "I Agree" button and stop using our Services, Products, and Site.

What information do we collect?

The Company collects the following information from Users through the Site at the time of the application or during the course of the registration to set up an account to use our Services.

1) Personal information provided by Users at the time or during the course of application for or registration to set up an account to use the Services, includes your name, surname, username, password, age, address, email address, telephone number, nationality, country of residence, date of birth, photographs, the identification number on the national ID card or passport number, the laser code on the national ID card, bank account information, credit card numbers (if applicable), transaction history, trading data, financial status, source of income, and other information as set out in the application form for registration or as requested by the Company for the purpose of registration and/or application, or as required by law.

2) The Company may also collect information when a User uses the Services, including: (1) details of requests, orders, transactions, and any other acts performed by User through our Site (including any information, evidence or documents you provide us, such as trading orders, transaction information, amount and/or time stamp); (2) device information, information of your activity and interactions with the Site (such as IP address, type of browser, your activities on the Site); (3) communications and interactions between you and the Company both online and offline (such as when you attend our events, fill in any survey, file a complaint, or contact customer service); and (4) general usage data (such as public posts, if applicable).

3) The Company may also collect certain information about Users through the use of "cookies" and other tracking technologies to enhance the User's experience. Cookies are small files that a User's browser places in the User's computer. These technologies may be used in analyzing trends, administering the Site, remembering Users' settings (e.g. language preference), and/or tracking Users' movements around the Site. Users can control the use of cookies at the individual browser level. If you reject cookies, you may still be able to use our Site, but your ability to use some features or areas of our Site may be limited.

How do we use and disclose the information we collect?

1) The Company may use information collected from User for the following purposes:
- to verify User's identity, User's intention to register for and/or use our Services, and User's eligibility to use the Services;
- to conduct know-your-customer (KYC), customer due diligence (CDD), suitability tests and other relevant processes in order to comply with applicable laws and regulations in Hong Kong and relevant foreign jurisdictions;
- to process the User's requests, orders, inquiries, and/or complaints;
- to provide service communications and customer service;

- to initiate, prosecute or defend potential legal claims;
- to resolve disputes, collect fees, and/or troubleshoot problems;
- to customize, measure, develop, and improve the content and layout of our Site and/or our Services;
- to ensure network and information security and to enhance the protection of User's privacy;
- to notify you of new opportunities, special events and/or offers;
- to analyze Services use log, access frequency, and statistics on the use of the Services, and to offer you tailor-made Services; and
- for other purposes as required and/or permitted by applicable laws and regulations, or required by relevant authorities or court orders.

2) The Company may disclose and/or transfer information collected from User, within Hong Kong and/or overseas, to:
- any of its affiliates, service providers, and/or third parties who are working in connection with the Company to perform functions and/or provide Services, process the information on the Company's behalf, and in order to accomplish any purpose related to the purposes stated in 1) above; and/or
- any government agencies, authorities, regulators, and courts, all in accordance with applicable laws.

What rights do you have?

You are entitled to:

- request access to your personal information kept under our responsibility, or request that we disclose how the personal information was obtained if it was obtained without your consent;

- request that we delete, destroy, temporarily suspend or restrict the use of your personal information, or convert it into information that cannot be used to identify who you are (this right only pertains to instances when we fail to comply with the obligations under applicable Thai data protection laws and regulations);

- request that we make your personal information accurate, up-to-date, complete, and not misleading;

- be informed, upon your request, how your personal information is being processed;

- object to the processing of personal information unless the processing is necessary for the performance of a task carried out for reasons of public interest; and

- not be subject to a decision based solely on an automated process if such decision adversely affects your legal rights.

How secure is your personal information?

The Company has taken steps to implement appropriate security measures to prevent unauthorized or illegitimate access, use, alteration, modification, loss or disclosure of your personal information, e.g. encryption of back-up technology.

Data breach notification

In the unlikely event of a data breach, the Company will notify you of the breach without delay.

International transfer of personal information

The Company may transfer your personal information outside of Hong Kong. By clicking the "I Agree" button prior to using our Services, it means that you have read, understood, agreed, and consented to the personal

information you provide being transferred to, used, stored, and/or processed within Hong Kong, or other countries, the laws of which may or may not ensure the same level of data protection as in Hong Kong or your country of residence.

Amendment of the Privacy Policy

Your personal information is subject to the Privacy Policy in effect at the time such information is collected. We may, however, modify and revise our Privacy Policy from time to time. If we make any material changes to this Privacy Policy that affect how we collect, use, process, disclose and/or transfer your personal information, we will notify you of such changes and obtain your consent again. The new Privacy Policy will indicate when such changes will become effective. If you agree to the changes, please click the "I Agree" button to the revised Privacy Policy before continuing to use our Services or Site. If you do not agree to our revised Privacy Policy, please do not click the "I Agree" button. However, you may not be able to use certain Services and/or features of the Site until you have once again provided your consent.

How to contact us

Bitazza Corporation Limited is the provider of the Site and Services.

If the User wishes to exercise your rights or if you have any questions concerning this Privacy Policy, please address your request to us through the channel below:

Bitazza Support Team

support@bitazza.com