



TERMS & CONDITIONS

Last updated on December 09th, 2022

BTFD SP. ZOO, company regulated by the Financial Department in Poland and licensed to provide services of Currency exchange (license number: RDWW-294), with registered address at Ul. Mickiewicza No.39A, Grudziadz, 86-300, Poland, KRS Number 0000969684 ("**us**" or "**we**" or "**our**" or "**Krabiti**").

PLEASE READ THE TERMS & CONDITIONS SET OUT HEREIN (THE "**TERMS & CONDITIONS**") CAREFULLY BEFORE USING THE SERVICES PROVIDED BY US.

1. INTRODUCTION AND YOUR ACCEPTANCE OF THE TERMS & CONDITIONS

1.1. In these Terms & Conditions, "**you**", "**your**" and "**Client**" means the person who uses the Website, the Platform or the Services.

1.2. In addition to the Terms & Conditions, you should also read carefully our Privacy Policy, which sets out how we collect and use your personal information.

1.3. When you use the Services via the website located at www.krabiti.com or its related mobile application (collectively and individually the "**Website**"), the Terms & Conditions shall apply to you.

1.4. By registering with us and/or by using or accessing the Website, Services or Platform (as such terms are defined herein), you agree to be bound by the Terms & Conditions. As such, the Terms & Conditions constitute an agreement between you and us, and shall govern your use of the Website, Services and/or Platform at all times. If you do not agree to any of the provisions of the Terms & Conditions, you should immediately cease using the Website, Services and Platform.

2. AMENDMENTS TO THE TERMS & CONDITIONS

2.1 We may from time to time amend, modify, update and change any of the provisions of the Terms & Conditions, including without limitation as a result of legal and regulatory changes, security reasons or changes to the Services.

2.2 Unless otherwise specified in the Terms & Conditions, we will notify you of any such amendment, modification, update or change by publishing a new version of the Terms & Conditions on the relevant page of the Website, or by notifying you by email, at our sole discretion. Unless otherwise specified in the Terms & Conditions, any new version of the Terms & Conditions will take effect 14 (fourteen) days after its publication



on the Website (or earlier if required by any law, regulation or directive which applies to either us or you). Your continued use of the Services after this period will be deemed to constitute your acceptance of such new version of the Terms & Conditions.

2.3 We advise that you check for updates to the Terms & Conditions on a regular basis.

3. VERIFICATION

3.1 We may, on registration of your account with us and at any time thereafter request that you provide us with your personal information, including but not limited to your name, address, telephone number, electronic mail address and date of birth, as well as your source of funds, financial standing and occupation. We may also verify your details, at any time, by requesting certain documents from you. These documents may typically include a government issued identity card, proof of address such as a utility bill, and proof of your payment method. In addition, we may request further information with respect to our anti-money laundering ("**AML**") and know your client ("**KYC**") obligations. In addition, we may request that copies of such documents are notarized at your own expense, meaning that the documents are stamped and attested by a public notary. Should the documents fail our internal security checks – for example, if we suspect that they have been tampered with, or are in any way proven to be misleading or misrepresenting – we shall be under no obligation to accept such documents as valid, and under no obligation to provide feedback on the exact nature of our findings with regards to these documents. In addition, we may request that you attend a video call to verify your identity. Krabiti may decide, at its sole discretion, to terminate your account and these Terms & Conditions, on the basis that such documents or verification provides a negative or uncertain conclusion or we suspect that you are not aged 18 or over.

3.2 We may also perform further background and verification checks on you and request any relevant documentation from you or from any third party for any reason, and for that purpose you hereby authorise us to, directly or indirectly (through third parties), make any inquiries we consider necessary to check the relevance and accuracy of the documents and information provided for verification purposes.

3.3 In your Krabiti Account you have a section where you shall upload the necessary Compliance, KYC and AML documents for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. Such documents shall be provided within seven (7) days from the moment of an unverified transaction taking place, if you fail to provide such documents then we might revert the transaction(s) you have performed. In such case we will hold the funds with us secured, however, we will not be able to return them to you until you provide the documents accordingly.

4. THE SERVICES

4.1 Through the Website, you can receive the services of purchasing from us, or selling to us, Bitcoin, Litecoin and/or other virtual currencies available from time to time (collectively and individually the



"**Cryptocurrency**"), in consideration for either FIAT Currency (as defined in Section 4.6 below) or other Cryptocurrency, as well as storing your cryptocurrencies in a cryptocurrency wallet offered by us (the "**Services**").

4.2 The rate at which we sell or purchase Cryptocurrency shall be determined in accordance with Section 5 below.

4.3 Your use of the Services is subject to our KYC process and its completion to our satisfaction and we may save such data on our systems for future use and verification.

4.4 The minimum order size for either Cryptocurrency can be found on the Website. Any change in the minimum order size shall not be subject to Section 2.2, but shall take effect when published on the Website and your continued use of the Services will be deemed to constitute your acceptance of such change.

4.5 The fees we shall charge you on our sale or purchase of Cryptocurrency can be found on your payment page (the "**Fees**") before you give your payment approval. Any change in the Fees shall not be subject to Section 2.2, but shall take effect when published on the Website and your continued use of the Services will be deemed to constitute your acceptance of such change.

4.6 Purchase of Cryptocurrency by you: following your opening of an account with us, you will be able to purchase Cryptocurrency from us, in exchange for USD, GBP, EUR or other government-issued currency, that is designated as legal tender in its country of issuance through government decree, regulation, or law as determined by us from time to time (collectively and individually the "**FIAT Currency**"). Following your payment of FIAT Currency being received by Krabiti, subject to the provisions of the Terms & Conditions, we shall deliver to your virtual wallet address opened with us, the Cryptocurrency bought by you.

4.7 Sale of Cryptocurrency by you: following your opening of an account with us and after opening a wallet with us, you will be able to sell Cryptocurrency to us, in exchange for FIAT Currency. Following your delivery of Cryptocurrency bought by us being received by Krabiti, subject to the provisions of the Terms & Conditions, we shall deliver to your designated bank account provided to us the FIAT Currency.

4.8 You acknowledge and agree that it is at our sole discretion whether to: (i) provide you with the Services; and/or (ii) reverse any of your orders and/or transactions. For example: in order to provide liquidity for its users, Krabiti trades cryptocurrencies with other cryptocurrency exchanges. In the event of insufficient liquidity of a certain Cryptocurrency, Krabiti may decline or reverse your order for purchasing such Cryptocurrency.

4.9 You acknowledge that certain limits may apply to the sale of Cryptocurrency to you or the purchase of Cryptocurrency from you, as the case may be, in accordance with our policies, including without limitation



with respect to the volume and our KYC process. We reserve the right to change such limits in our sole discretion. Such limits, for example, may set by order per day and/or per month.

4.10 We reserve the right to refuse to process, or to cancel or reverse, any purchase of Virtual Currencies from us or sale of Cryptocurrency to us, as the case may be, in our sole discretion (for reasons which include but are not limited to you possessing insufficient FIAT Currency or Cryptocurrency, as the case may be, and/or if our transfer of Cryptocurrency or FIAT Currency, as the case may be, is not possible) and even after funds or Cryptocurrency, as the case may be, have been debited from your account.

4.11 We may suspend, modify, remove or add to the Services at any time.

4.12 Krabiti has no obligation to check whether users are using the Services in accordance with the Terms & Conditions, as updated from time to time. You acknowledge that it is solely your responsibility to ensure that you are aware of the correct and current provisions of the Terms & Conditions and of any amendments or updates made thereto and you should regularly check the Terms & Conditions.

4.13 You may not use the Services or the Website in a manner prohibited by any laws or regulations which apply to you.

4.14 Without prior notification to you, we may suspend or block your access to the Services and/or the Platform at any time, including without limitation in the following cases: (i) the emergence of technical failures in the Platform until their elimination, replacement or the completion of the relevant maintenance work or replacement; (ii) we suspect that your account is not being used by you, but by a third party, until circumstances are clarified; or (iii) in the case of additional verification procedures, as well as analysis of your activity, within the framework of AML.

4.14 You acknowledge and agree that Krabiti operates solely as a software platform provider by using third party and not as service payment provider.

5. SALE PRICE OF CRYPTOCURRENCY

5.1 All sale prices of Cryptocurrency shall be quoted in FIAT Currency as determined by Krabiti.

5.2 You hereby understand and agree that any price or rate of Cryptocurrency which appears on the Website, at which we sell or purchase Cryptocurrency, is accurate for that moment alone, due to the highly volatile nature of the price of Cryptocurrency and the period of time required for completing the transaction. Such period of time may vary depending on the method of payment and the third-party payment processors which are used by you or by us, as the case may be. The Final Price of your transaction (the "**Final Price**") will be the transaction rate which appears on the Website upon Execution and as stated in the order transaction summary, subject to the deduction of the Transaction Fee.



5.3 You understand and agree that the Final Price may be either higher or lower than any other rate which was previously available on the Website, in accordance with value fluctuation which may occur, that this may change either in your favour or in ours, and that we have no control whatsoever on such change.

6. EXECUTION OF YOUR ORDERS

6.1 Any order by you to purchase Cryptocurrency from us, or to sell Cryptocurrency to us, shall be considered as pending and not completed until our receipt of funds/Cryptocurrency confirmation (as applicable) as described below (the "**Payment Confirmation**" or "**Delivery Confirmation**", as the case may be) and shall not be binding on us in any way whatsoever until such Payment Confirmation or Delivery Confirmation is received by you.

- 6.1.1 With respect to FIAT Currency payments made by you to us using a credit/debit card, our receipt of confirmation of payment from your credit/debit card company;
- 6.1.2 With respect to FIAT Currency payments made by you to us using any other method (e.g. bank transfer), the actual receipt of FIAT Currency in our account.
- 6.1.3 With respect to delivery of Cryptocurrency made by you to us, the actual receipt of Cryptocurrency in our designated electronic wallet.

6.2 As soon as reasonably practicable after Payment Confirmation or Delivery Confirmation, as the case may be, and subject to your completion of our KYC process to our satisfaction, we shall execute your order at the Final Price (the "**Execution**").

6.3 Upon Execution of your purchase order of Cryptocurrency, the relevant Cryptocurrency shall be delivered by us to your designated cryptocurrency wallet. Upon Execution of your sale order of Cryptocurrency, the relevant funds shall be delivered by us to your account. You should note that although we will attempt to transfer the Cryptocurrency or the funds (as the case may be) as soon as possible, in certain instances the transfer may take some time.

6.4 Upon Execution, we shall provide you, either on the Website, through email or otherwise, a transaction confirmation, stating the Final Price and other details regarding the Execution (the "**Transaction Confirmation**"). You agree that the Transaction Confirmation shall be final and binding on you.

6.5 In rare circumstances, Krabiti reserves the right to either cancel your order or offer you a different price for the Services. In the event we cancel your order, if we have already received FIAT Currency from you with regards to such order, we will, subject to applicable law and regulation, refund such funds to you after deduction of any cost or expense we incur with regards to such transfer, including without limitation any bank charges, currency exchange charges and/or payment processing charges. The provisions of this Section 6.5 will apply for any return of Cryptocurrency already received from you prior to cancellation of your order, from which the then-current equivalent amount of Cryptocurrency to such costs and expenses shall be deducted from such return.



6.6 Other than at our sole discretion, you cannot cancel, reverse, or change any transaction or order. If your payment to purchase Cryptocurrency from us is not successful or if your payment method has insufficient funds, you agree that Krabiti, in its sole discretion, may: (i) cancel the transaction; (ii) fulfil a portion of that transaction; or (iii) debit your other payment methods, in any amount necessary to complete the transaction.

7. LEGAL AGE AND RESTRICTED TERRITORIES

7.1 The Services are only available to individuals who are at least 18 years old (and at least the legal age in their jurisdiction). You represent and warrant that if you are an individual, you are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is accurate and truthful. Krabiti reserves the right to ask for proof of age from you and your account with Krabiti may be suspended until satisfactory proof of age is provided.

7.2 You may not use the Services, Platform and/or the Website if you are located or are a resident of a geographic area in which access to or use of the Services, the Website and/or the Platform is prohibited by applicable law, decree, regulation, treaty, or administrative act, including without limitation the following territories: Kuwait, Qatar, Saudi Arabia, Serbia, Turkey, United Arab Emirates, Bahrain, Burundi, Guinea-Bissau, Guyana, Bangladesh, Egypt, Kazakhstan, Ethiopia, Jordan, Lebanon, Libya, Mali, Mauritius, Morocco, Oman, Somalia, Sri Lanka, Trinidad & Tobago, Tunisia, Afghanistan, Algeria, Indonesia, Central African Republic, Cambodia, Malaysia, Nigeria, Democratic Republic of Korea (North Korea), South Sudan, Sudan, Palestinian Territory, Laos, Yemen, Iran, Iraq, Israel, Palestin, Syria, Zimbabwe, Uganda, Vanuatu, Belarus, bkhazia, Angola, Burma, Burundi, Central African Republic, Congo, Guinea-Bisseau, Ivory Coast, Liberia, Nagorno-Karabakh, Northern Cyprus, Sahrawi Arab Democratic Republic, Somaliland, South Ossetia, Zimbabwe Bosnia and Herzegovina, Cuba, Myanmar, Russia, Democratic Republic of the Congo Venezuela and territories occupied by Russia, such as Donetsk, Luhansk and Crimea Ethnic groups of Caucasus belonging to Russian Federation (Chechens, Lesgid, Ossetians, Ingushes, etc.) ("Restricted Territories"). Certain partial restrictions may apply to additional geographic areas, as shall be notified by us from time to time. The Restricted Territories list may change from time to time for reasons which include but are not limited to licensing requirements and any other legal and regulatory changes.

7.3 Without derogating from Section 7.2, you shall not use the Services where it is prohibited by law or regulation.

7.4 You understand and accept that Krabiti is unable to provide you with any legal advice or assurances in respect of your use of the Services and Krabiti makes no representations whatsoever as to the legality of the Services in your jurisdiction. Please verify the relevant laws in your jurisdiction before registering with Krabiti and using the Services.

7.5 Restricted and prohibited activities and industries- Acceptable Use Policy - Restricted and prohibited activities and industries. This Acceptable Use Policy sets out the terms under which you may access our Services and applies as soon as you access and/or use Krabiti.



Please check the User Agreement for the meaning of the defined words.

Restricted activities You may use our Services only for lawful purposes. You may not use our Services:

- In any way that breaches any applicable local, international, or national laws or regulations, or causes Krabiti to breach any applicable law or regulation;
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- For the purpose of harming or attempting to harm minors in any way;
- For anything that is abusive, harmful, or does not comply with our content standards;
- For any unsolicited or unauthorized advertising, promotional material, or any other form of spam;
- If you are an individual, entity, or country subjected to international sanctions;
- For websites deemed unfair, deceptive, or predatory towards consumers;
- In any way that would locally or internationally evade any applicable taxes or facilitate tax evasion.

You cannot open or hold a Krabiti account if you carry out any sort of business or activity that relates to the following*:

- Escort and dating with sexual intention;
- Pornography / Prostitution;
- Weapons, firearms, and munitions, military goods and services;
- Unregulated auction houses/platform;
- Illegal narcotics, controlled substances, substances mimicking illegal drugs, and any equipment designed for producing or using illegal/controlled drugs;
- Handling, transporting or storing hazardous materials and corrosives;
- Illegal gambling/trading;
- Trading in prime-bank guarantees, debentures, and letters of credit or medium-term notes;
- Nonprofit organizations and charities from countries outside of Canada, European Economic Area and/or European Union, Switzerland, USA, Australia, or New Zealand;
- Unregistered charities from any region;
- Multi-level marketing, pyramid schemes, get rich quick schemes;
- Trade of restricted and/or endangered animal species and products derived from them;
- Harmful programs such as viruses, spyware, or similar computer code designed to adversely affect the operation of any computer software or hardware;
- Unlicensed online pharmacies;
- Shell banks;
- Transactions related to cultural artifacts and other archaeologically, historically, culturally and religiously important valuables or rare scientific valuables;
- Unlicensed gambling.

Notwithstanding whether a business activity is not included on the list of prohibited activities, Krabiti reserves the right to unilaterally determine whether the Customer is involved in activities exceeding the Krabiti risk appetite and suspend the provision of all or a part of the Services to the Customer and/or terminate an ongoing contractual relationship with the Customer.

The Prospective Customer or the Customer shall consult with Krabiti in case the Prospective Customer or the Customer is in doubt whether or not the relevant activity is deemed to be prohibited.



8. THE ACCOUNT

8.1 Your account shall be opened, maintained and used for your sole personal use only and shall not be used for any professional, business or commercial purpose. You acknowledge that multiple or linked accounts are not allowed.

8.2 You may only access the Website and use the Services via your own account and you may never access the Website or use the Services by means of another person's account.

8.3 Krabiti may, at any time, set off any amount of Cryptocurrency owed by us to you against any amount of FIAT Currency owed by you to us, or vice versa, whether in Cryptocurrency or in FIAT Currency.

8.4 All official communication (requests, notifications and other information addressed to you) shall be sent to your account unless otherwise stated herein. Krabiti shall not be responsible for unanswered requests that were directed to Krabiti through other means of communication.

8.5 Krabiti shall not be responsible for damage and/or loss caused by the unauthorized use of the Website, Platform and/or Services due to information security system malfunction, unless such security malfunction is caused by Krabiti's gross negligence or wilful misconduct.

8.6 Krabiti shall not be responsible if the information associated with the use of the Website, Platform and/or Services by the Client becomes known to a third party as a result of accessing the information through means of communication that are beyond Krabiti's control.

9. INTELLECTUAL PROPERTY

9.1 You may only install and use the software connected to the Website (the "**Platform**") and all content derived from the Platform, including without limitation the patents, copyrights, design rights, trademarks and any other intellectual property rights in the Platform, in connection with the Services, for your personal and non-commercial use and in accordance with the Terms & Conditions. The Platform's code, structure and organization are protected by intellectual property rights. You must not: (i) copy, interfere with, tamper with, redistribute, publish, reverse engineer, decompile, disassemble, amend, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise; (ii) sell, assign, sublicense, transfer, distribute or lease the Platform; (iii) make the Platform available to any third party through a computer network or otherwise; (iv) export the Platform to any country (whether by physical or electronic means); or (v) use the Platform in a manner prohibited by any laws or regulations which apply to the use of the Platform (collectively the "**Forbidden Practices**").

9.2 You will be liable to us for any damage, cost or expense we suffer or incur that arise out of or in connection with your committing any of the Forbidden Practices. You shall notify us as soon as reasonably possible after becoming aware of the commission by any person of any of the Forbidden Practices and shall



provide us with reasonable assistance with any investigation we may conduct in light of the information provided by you in this respect.

9.3 The brand names relating to the Website and any other trademarks, service marks and/or trade names used by us either on our own behalf from time to time (the "**Trademarks**") are owned by us or our licensors. In addition to the rights in the Trademarks, we and/or our licensors own the rights in all other content of the Website (the "**Content**"). By using the Services, you shall not obtain any rights in the Trademarks or the Website Content and you may use the Trademarks and Content only in accordance with the provisions of the Terms & Conditions.

10. CLIENT'S REPRESENTATION

You confirm to us the following:

10.1 You are 18 years of age or older (and at least in the legal age in your jurisdiction), you are of sound mind and you are capable of taking responsibility for your own actions.

10.2 You have full power and capacity to agree to and accept these Terms & Conditions.

10.3 We have not previously terminated an account that you have held with us or rejected your registration with us.

10.4 All details provided by you to us, either during the registration process or at any time afterwards (including as part of any use of the Services), are true, current, accurate, complete and not misleading and, as appropriate, match the name(s) on the credit/debit card(s) or other payment accounts to be used to transfer or receive FIAT Currency. Any attempt to use other means of payment shall be considered fraudulent.

10.5 In the event of any changes to details previously provided by you to us, you will promptly update your details through the appropriate section on the Website. Please note that any change to your details may prompt initiation of additional KYC requirements.

10.6 Your account with Krabiti is solely for your benefit. You shall not allow any third party (including a relative) to use your account, password or identity to access or use the Services or the Platform and you shall be fully responsible for any activities undertaken on your account by a third party. You will not reveal your account username or password to any person and you shall take all steps to ensure that such details are not revealed to any person. You shall inform us immediately if you suspect that your account is being misused by a third party and/or that any third party has access to your account username or password, so that we may investigate such matter, and you will cooperate with us, as we may request, in the course of such investigation.



10.7 You are responsible for the security of your private key, username and password on your own PC or internet access location. If this username password combination is "hacked" from your computer due to any viruses or malware that is present on the computer that you access your account with, this is your sole responsibility. You should report immediately to Krabiti any possible hacking attempts or security breaches from your computer terminal.

10.8 That your use of the Services, Platform and the Website is at your option, discretion and risk.

10.9 You are solely responsible for recording, paying and accounting to any relevant governmental, taxation or other authority for any tax or other levy that may be payable on any amounts transferred to you or which you receive with respect to your use of the Services.

10.10 You are responsible for obtaining access for your device to telecommunications networks and the Internet and for acquiring any other consents and permissions required for your device to connect with the Website, Platform and the Services.

10.11 In order to purchase Cryptocurrency from us or to sell Cryptocurrency to us, you must open your personal cryptocurrency wallet address. It is your responsibility to ensure that the address is both accurate and complete and we will have no obligation whatsoever to verify the accuracy and completeness of the address. In the event that you provide us with incorrect or incomplete address or you have failed to update your address and as a result your Cryptocurrency is paid to, or transferred from, an incorrect wallet, we shall not be liable to you for any such Cryptocurrency. However, if we are not able to credit the Cryptocurrency to you, we reserve the right to subtract from the Cryptocurrency due to you an amount to reflect the required investigation and additional work created by your having provided incorrect or incomplete details.

10.12 You will only open one account with us. Any additional account may be suspended.

10.13 That the personal virtual wallet address to which we transfer Cryptocurrency, belongs and is owned by you.

10.14 You may not use the Website, Platform or the Services for any unlawful, criminal or fraudulent activity or any prohibited transaction (including money laundering) under the laws of any applicable jurisdiction.

10.15 The Cryptocurrency which you purchase from us, or the FIAT Currency received from us in consideration for the Cryptocurrency that you sell to us, will not be used for any unlawful, criminal or fraudulent activity or any prohibited transaction under the laws of any applicable jurisdiction.

10.16 The FIAT Currency or the Cryptocurrency which we receive from you has not been derived from any unlawful, criminal or fraudulent activity or any prohibited transaction under the laws of any applicable jurisdiction.



10.17 That you are aware that the prices of Cryptocurrency displayed on the Website are not final and that the Final Price is binding upon you.

10.18 You will use the Services, Platform and the Website in accordance with all applicable laws, regulations and directives.

10.19 That you understand that Krabiti shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions (together "**Interested Third Parties**") of your identity and of any suspected unlawful, fraudulent or improper activity and that you will cooperate fully with Krabiti to investigate any such activity. For avoidance of doubt, your failure to cooperate with Krabiti with regard to such investigation may result in immediate suspension of your account pending the outcome of any investigation results.

10.20 You will not open an account with us for any other person or in a name other than your personal legal name.

10.21 You agree that, in the event that the Website, Platform or Services fail to operate correctly as a result of, but not limited to, any delay, malfunction or interruption in operation or transmission, any loss or corruption of data or communication or lines failure, any person's misuse of the Website or its contents or any error or omission in content or any other factors beyond our control:

10.21.1 Krabiti will not be responsible for any loss, including without limitation loss of profits, that may result therefrom; and

10.21.2 if any such error results in an increase of the Cryptocurrency or FIAT Currency amount owed or paid to you by Krabiti, you shall not be entitled to the Cryptocurrency or FIAT Currency in excess due to such increase. You shall immediately inform Krabiti of the error and you shall immediately repay any such increase, transferred to you in error, to Krabiti (as directed by Krabiti), or alternatively Krabiti may, at its discretion, deduct an amount equal to such increase from any FIAT Currency or Cryptocurrency paid to you by Krabiti.

10.21.3 Krabiti is only providing Exchange and Virtual Wallet services and you are the only responsible on your activities or future lost you will maybe have by using our platform.

10.21.4. You are responsible for keeping electronic devices through which Krabiti Services is accessed safe and maintaining adequate security and control of any and all security details that are used to access the Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of said electronic devices and ensuring that said electronic devices are password protected. Any loss or compromise of personal electronic devices or security details may result in unauthorized access of your Krabiti Account by third-parties and the loss or theft of any Cryptocurrency and/or funds held in your Krabiti Account and the misuse of any associated accounts, including linked bank account(s) and credit/debit card(s). You must keep security details safe at all times.



11. PAYMENT TRANSACTIONS AND FRAUD

11.1 You are fully responsible for paying all FIAT Currency, and for delivering all Cryptocurrency, owed to us by you. We may cease to provide the Services or withhold payment to certain clients, for any reason whatsoever including without limitation the type of credit/debit card used for payment.

11.2 We reserve the right not to credit wire transfers to you until Krabiti can properly identify and authenticate your identity or payment account (as applicable).

11.3 We may use third party electronic payment processors and/or financial institutions to process payments made by and to you in connection with your use of the Services. If we reasonably believe that a fraudulent payment is being made or received, including use of stolen credit/debit cards, or any other fraudulent activity (including without limitation any chargeback or other reversal of a payment), we reserve the right to close a client's account, terminate the Terms & Conditions and reverse any pay-out. We shall be entitled to inform any relevant authority or entity (including credit reference agencies) of any payment fraud or otherwise unlawful activity and may employ collection services to recover payments. We shall not be liable for any unauthorized use of credit/debit cards, irrespective of whether the credit/debit cards were reported stolen.

11.4 You agree to keep a copy of credit/debit card transaction receipts for a period of minimum 3 (three) months following any transaction made by you with us.

12. DISPUTES

12.1 You understand and agree that Krabiti records shall be the final authority in determining your use of the Services and you shall have no right to dispute Krabiti's decisions in regard to such matters.

12.2 Your claims or disputes will be considered only if you applied them according to your credit card company policy and rules. You hereby undertake to raise such claims or disputes with the customer service department at support@krabiti.com and to provide Krabiti with all the relevant information or evidence which Krabiti reasonably requires to review your claim or dispute.

12.3 Krabiti's customer service department will review your claim and provide you with its decision within 21 (twenty one) business days of submission of your claim or dispute.

12.4 If you do not agree with Krabiti's decision, you should contact our customer service manager to appeal Krabiti's decision and promptly provide Krabiti with all the relevant evidence in relation to your appeal.

12.5 The customer service manager will review your appeal and provide you with Krabiti's final and binding decision within 14 (fourteen) business days.



12.6 If you are located in any EU member state, you can refer a payment transaction dispute through the European Commission's Online Dispute Resolution Platform at <http://ec.europa.eu/consumers/odr/>.

13. RISKS

13.1 Krabiti shall not be responsible for any damage or loss incurred by you as a result of the Services. By accepting the Terms & Conditions, you acknowledge that you have fully read and understood and are aware of the possible risks related to the Services.

13.2 You confirm that you understand and agree that the risks associated with the Services are acceptable by you, taking into account your objectives and financial capabilities.

13.3 You acknowledge that purchasing or selling Cryptocurrency carry significant risk. Prices can fluctuate on any given day. Because of such fluctuations, Cryptocurrency may gain or lose value at any time. Cryptocurrency may be subject to large swings in value and may even become absolutely worthless. Cryptocurrency trading has special risks not generally shared with official currencies, goods or commodities in a market. Unlike most currencies, which are backed by governments or other legal entities, or commodities such as gold or silver, Cryptocurrency is a unique kind of currency, backed by technology and trust. There is no central bank that can take corrective measures to protect the value of Cryptocurrency in a crisis or issue more currency.

13.4 You acknowledge and agree that Krabiti does not act as a financial advisor, does not provide investment advice services, and any communication between you and Krabiti cannot be considered as an investment advice. Without prejudice to our foregoing obligations, in asking us to enter into any transaction, you represent that you have been solely responsible for making your own independent appraisal and investigations into the risks of the transaction. You represent that you have sufficient knowledge, market sophistication and experience to make your own evaluation of the merits and risks of any transaction and that you received professional advice thereon. We give you no warranty as to the suitability of the Services and assume no fiduciary duty in our relations with you.

13.5 You confirm that you understand that for various reasons your user account may become temporarily suspended and may not be accessible to you. You agree to waive any and all rights, claims or causes of action of any kind pertaining to any damage as a result of such action.

13.6 Krabiti is not liable for any price fluctuations in Cryptocurrency. In the event of a market disruption, Krabiti may, at its discretion and in addition to any other right and remedy, suspend the Services. Krabiti will not be liable for any loss suffered by you resulting from such action. Following any such event, when Services resume, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.



14. LIMITATIONS OF LIABILITY

14.1 Except as expressly and specifically provided in this agreement: You assume sole responsibility for results obtained from the use of the Services and for conclusions drawn and outcome from such use. The Krabiti shall have no liability for any damage caused by errors or omissions in any information, instructions or orders placed with us in connection with the Services, or any actions taken by the Krabiti at your instruction; all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and the Services and the Documentation are provided to you on an “as is” basis. Nothing in this agreement excludes our liability for:

- (a) Death or personal injury caused by our negligence; or
- (b) Our fraud or fraudulent misrepresentation.

Subject to Clauses above:

We shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of funds, profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and We shall not be liable for any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and / or any actual or hypothetical losses, even if we are advised of or knew or should have known of the possibility of the same. This means, by way of example only (and without limiting the scope of the preceding sentence), that if you claim that we failed to process a buy or sell transaction properly, your damages are limited to no more than the fee paid to us in regards to the transaction at issue, and that you may not recover for any "loss" of anticipated profits or for any actual losses made as a result of the failure to buy or sell. We shall not be liable for any loss of or damage to reputation or goodwill; any loss of business or opportunity, customers or contracts; any loss or waste of overheads, management or other staff time; or any other loss of revenue or actual or anticipated savings, even if we are advised of or knew or should have known of the possibility of the same; We shall not be liable for any loss of use of hardware, software or data and / or any corruption of data; including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of cryptocurrency price data; any error or delay in the transmission of such data; and / or any interruption in any such data; We shall not be liable for any loss or damage whatsoever which does not stem directly from our breach of this Agreement on our behalf; and / or We shall not be liable for any loss or damage whatsoever which is in excess of that which was caused as a direct

result of our breach of this Agreement (whether or not you are able to prove such loss or damage). TO THE EXTENT PROHIBITED BY LAW, THE KRABITI SHALL NOT BE LIABLE FOR DAMAGES OF ANY



TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO THE YOU USE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES ALLEGEDLY ARISING FROM THE COMPROMISE OR LOSS OF YOUR LOGIN CREDENTIALS OR FUNDS, OR LOSS OF OR INABILITY TO RESTORE ACCESS, OR FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN THE TRANSMISSION OF TRANSACTIONS OR MESSAGES TO THE DIGITAL NETWORK, OR THE FAILURE OF ANY MESSAGE TO SEND OR BE RECEIVED BY THE INTENDED RECIPIENT IN THE INTENDED FORM, OR FOR DIMINUTION OF VALUE OF ANY CRYPTOCURRENCY (TOKEN) OR DIGITAL ASSET. THE KRABITI SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF KRABITI HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE KRABITI SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES. Our total aggregate liability connection with the performance or contemplated performance of this agreement shall be limited to the total Fees paid by you for the transaction or transactions (as the case may be) under the dispute.

14.2 THE SERVICES, PLATFORM AND WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KRABITI MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS AND/OR ACCURACY OF THE WEBSITE, SERVICES AND/OR THE PLATFORM AND/OR INFRINGEMENT OF APPLICABLE LAWS AND REGULATIONS. THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE PLATFORM, SERVICES AND/OR WEBSITE LIES WITH YOU.

14.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KRABITI MAKES NO WARRANTY THAT THE WEBSITE, PLATFORM AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, AND/OR THAT THE PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES AND BUGS AND/OR REPRESENTS THE FULL FUNCTIONALITY, ACCURACY, RELIABILITY OF THE MATERIALS AND/OR AS TO RESULTS OR THE ACCURACY OF ANY INFORMATION OBTAINED BY YOU THROUGH THE SERVICES, PLATFORM AND/OR WEBSITE.



14.4 KRABITI HAS NO OBLIGATION TO MAINTAIN YOUR ACCOUNT NAME OR PASSWORD. IF YOU MISPLACE, FORGET OR LOSE YOUR ACCOUNT NAME OR PASSWORD BECAUSE OF ANYTHING OTHER THAN KRABITI'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, KRABITI SHALL NOT BE LIABLE.

14.5 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL KRABITI, ITS AFFILIATES AND/OR THEIR RESPECTIVE SERVICE PROVIDERS, AND/OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND THEIR REPRESENTATIVES, BE LIABLE TO YOU OR ANYONE ON YOUR BEHALF, FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND WHATSOEVER; AND/OR ANY LOSS OF BUSINESS, PROFITS, REVENUES, CONTRACTS OR ANTICIPATED SAVINGS; AND/OR LOSS OR ANY DAMAGE ARISING FROM YOUR USE OF THE WEBSITE, SERVICES OR PLATFORM, ALL WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE PLATFORM, WEBSITE AND/OR SERVICES.

14.6 YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION WHICH YOU MAY HAVE ARISING OUT OF OR RELATED TO THE USE OF THE WEBSITE, SERVICES, PLATFORM OR TO THE TERMS & CONDITIONS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

14.7 WE SHALL NOT BE LIABLE TO YOU IN ANYWAY WHATSOEVER FOR THE TRANSFER OF ANY AND ALL CRYPTOCURRENCY IF YOU PROVIDE US WITH ANY INCORRECT AND/OR INCOMPLETE PUBLIC KEY AND/OR VIRTUAL WALLET DETAILS. IN ADDITION, WE SHALL NOT BE LIABLE TO YOU IN ANYWAY WHATSOEVER FOR THE TRANSFER OF ANY AND ALL FIAT CURRENCY IF YOU PROVIDE US WITH ANY INCORRECT AND/OR INCOMPLETE PAYMENT DETAILS.

14.8 We will not be liable or responsible for any failure or delay of the Website, Services, Platform or for our failure to perform, or delay in the performance of, any of our obligations under the Terms & Conditions that is caused by events beyond our reasonable control, including without limitation any telecommunications network failures, power failures, failures in third party computer or other equipment, fire, lightning, explosion, flood, severe weather, industrial disputes or lock-outs, terrorist activity, war and acts of government or other competent authorities (a "**Force Majeure Event**").

14.9 Although we intend to provide accurate and timely information on the Website and/or Platform (including without limitation the Content), the Website may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice. Accordingly, you should verify all information before relying on it, and all decisions based on



information contained on the Website are your sole responsibility and we shall have no liability for such decisions.

14.10 THIRD PARTIES - You understand and acknowledge that the Services may facilitate you to access the services, website content of, correspond with third parties, resulting in purchasing products and/or services from such third parties. You acknowledge that by undertaking any activity with such third parties you are doing it at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-parties' website, or any transaction performed with them, and any contract or transaction entered into by you with us to facilitate such transaction with third parties, with any such third party (including transferring E-Money and/or Cryptocurrency). For the purpose of this clause a "Third Party" means any physical or legal person that is not a party to this Agreement, including but not limited to, yours or our customers (i.e. Krabiti internal transactions), agents, partners, consultants, service providers and any other counterparty not related to us or to you. Any contract entered into and any transaction completed with any third-party, via our website or third party's website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy and conduct the necessary background checks on its business prior to using the relevant third-party website. We do not solicit, endorse or approve any third-party website nor the content of any of the third-party website made available via the Services or on our website. Any instructions that you give us for a transaction to take place and which relates, includes, refers or involves third parties will be performed at your own responsibility and risk. In such case we have the right to assume that you personally know, or at least have made your research and checks, about the third party you intend to transact, we shall not be responsible for conducting any background checks on such third party in order to ensure that your transaction is safe. In such transactions, the rights you grant to the third party are irreversible, and we cannot assist in the remediation of any loss or damage that may arise out of such transaction. You understand and acknowledge that you may be defrauded when transacting with third parties and accept that we have no control over the assets or rights held with or granted by you to those third parties. We accept no responsibility to compensate you or assist you to otherwise recover your losses in the event that any fraud is committed against you by any third party. You acknowledge and agree that any dispute regarding any transaction with the third party is between you and the third party only. Any Transaction connected with any third party shall only obligate the third party, not the Krabiti. Krabiti shall not be a party to any resulting dispute including but not limited to disputes over performance and liability issues relating to the delivery, quality, quantity or use of the third party's Products/Services. You shall fully indemnify Krabiti against any loss or liability (including full reimbursement of any legal and professional costs) Krabiti suffers or incurs as a result of, or in connection with, any claim made or threatened by any such third party transaction. You understand and acknowledge that you may also transact with third parties internally (the "internal transaction") which shall be treated with the same terms as any other outsider third party (for the purpose of this Agreement, considered as third parties).

14.11 furthermore to section 14.8, We shall have no liability to you under this agreement if we are prevented from or delayed in performing our obligations under this agreement, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of the Krabiti or any other party), failure of a utility



service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, fire, flood, storm or default of ours or sub-contractors.

15. INDEMNIFICATION

15.1 You agree to fully indemnify, defend and hold Krabiti, its affiliates and their respective service providers, and any of their respective officers, directors, agents, joint ventures, employees and representatives harmless immediately on demand from and against any and all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of:

- 15.1.1 any breach of the Terms & Conditions by you;
- 15.1.2 a violation by you of any law, regulation or the rights of any third party; and/or
- 15.1.3 use by you of the Services, Website and/or Platform or use by any other person accessing the Services and/or Platform using your user identification, whether or not with your authorization.

16. ACCOUNT SUSPENSION, CLOSURE AND TERMINATION

16.1 The Terms & Conditions shall come into force immediately upon using or accessing the Website, Services or Platform in accordance with Section 1.5 and shall continue in force unless and until terminated in accordance with the Terms & Conditions.

16.2 We may suspend your account with us and your access to the Services, or terminate the Terms & Conditions and close your account immediately upon giving you notice to the email address which you have supplied us with (for avoidance of doubt, any liability with respect to the provision of an invalid e-mail address shall be borne by you), if:

- 16.2.1 for any reason we decide to discontinue provision of the Services to you or in general;
- 16.2.2 we reasonably suspect or you have breached any of the provisions of the Terms & Conditions;
- 16.2.3 you have failed to pay for your purchase of Cryptocurrency from us or for other Services provided by us at your request;
- 16.2.4 you have failed to deliver the Cryptocurrency sold to us;
- 16.2.5 you have failed to transfer FIAT Currency to us;
- 16.2.6 your documents fail our internal security checks as detailed in Section 3.1;
- 16.2.7 we believe that you have used the Services or the Platform fraudulently or reasonably suspect that you are abusing the Services;
- 16.2.8 we believe that that you are in anyway obstructing the provision of the Services;
- 16.2.9 if no transaction with respect to the Services has been carried out by you for 6 (six) or more consecutive months;



- 16.2.10 we reasonably suspect that your account or any transaction is related to prohibited use or is not compliant with any applicable laws or regulations;
- 16.2.11 we are so required by a subpoena, court order, order or request of a government authority or regulatory authority;
- 16.2.12 you take any action that we deem as circumventing our controls, including without limitation opening multiple accounts;
- 16.2.13 use of your account is subject to any pending litigation, investigation, or government proceeding or we perceive a heightened risk of legal or regulatory non-compliance associated with your account activity;
- 16.2.14 our service partners are unable to support your use of the Services;
- 16.2.15 we believe that you adversely affect our reputation;
- 16.2.16 we believe that your account is being used by a person other than you or that the Services are being used for the benefit of someone other than you;
- 16.2.17 we reasonably believe that your account is associated with any account that has been suspended or terminated for breach of the Terms & Conditions or suspended for any other reason;
- 16.2.18 if you do not provide information upon the request of Krabiti or the information provided does not meet Krabiti's requirements;
- 16.2.19 due to a Force Majeure Event; or
- 16.2.20 for any other reasonable ground we deem fit.

16.3 In the event we suspend or terminate your access to your account and the Services, you shall not be able to access your account and use any or all of the Services. In such event of termination or suspension, we reserve the right to cancel outstanding and/or pending orders to purchase Cryptocurrency from us or sell Cryptocurrency to us, as well as withhold any FIAT Currency which you have paid to us in relation to buying Cryptocurrency from us for which you have not received the Cryptocurrency, or withhold any Cryptocurrency which you have delivered to us in relation to selling Cryptocurrency to us for which you have not received the FIAT Currency in consideration therefor.

16.4 You may terminate the Terms & Conditions and close your account at any time by sending an email to us at support@Krabiti.com. Such termination of the Terms & Conditions shall take effect upon the closing of your account (including username and password), which shall occur within 7 (seven) calendar days following receipt by us of your email on our servers. You will remain responsible for any activity on your account between sending us such email and the closing of your account by us, which includes without limitation paying us for the purchase by you of Cryptocurrency from us and providing us with any Cryptocurrency which is owed by you to us, or vice versa.

16.5 On termination of the Terms & Conditions:

- 16.5.1 you shall stop using the Website, Platform and the Services;
- 16.5.2 pay us any amounts which you owe to us;
- 16.5.3 provide to us any Cryptocurrency which you owe to us;
- 16.5.4 neither party shall have any further obligation to the other, except as otherwise provided in the Terms & Conditions.



16.6 The right to terminate the Terms & Conditions and to close your account shall not stop you or us from exercising any other right or remedy in respect of the breach concerned (if any) or any other breach.

16.7 Upon the termination of the Terms & Conditions for any reason, except as otherwise provided herein and subject to any right or obligation which has accrued prior to termination, neither party shall have any further obligation to the other under the Terms & Conditions.

17. CUSTOMER SERVICE DEPARTMENT

17.1 For service quality assurance (or due to regulatory requirements in certain jurisdictions, if applicable), calls made by you to the customer service department may be recorded.

17.2 You hereby expressly consent to us using the contact details provided by you on registration to occasionally contact you directly in relation to your use of the Services or any other products or services offered, or which may be offered by us from time to time.

17.3 We will not tolerate any abusive behaviour exhibited by clients to our employees. In the event we deem that your behaviour via telephone, live chat, email or otherwise has been abusive or derogatory towards any of our employees, such act will be considered as a breach of the Terms & Conditions by you and we shall have the right to close your account with us and terminate the Terms & Conditions.

18. THIRD PARTY LINKS, SITES AND SERVICES

The Website may contain links to third-party websites, advertisers, services, special offers or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party websites, information, materials, products or services. If you access any third-party website, service or content from the Website, you do so at your own risk and you agree that we will have no liability arising from your use of, or access to, any third-party website, service or content. In addition, you must ensure that you have read, understood and agreed to all the terms, conditions, policies and guidelines of any third-party website, service or content before accessing or using it.

19. GOVERNING LAW

The Terms & Conditions and the relationship between you and us shall be governed by, and interpreted in accordance with, the laws of Poland. You irrevocably agree for your and our benefit that the courts of Poland shall have jurisdiction to settle any suit, action or other proceedings relating to the Terms & Conditions ("Proceedings") and irrevocably submit to the jurisdiction of such courts (provided that this shall not prevent Krabiti from bringing an action in the courts of any other jurisdiction), and you irrevocably waive any objection which you may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.



20. MISCELLANEOUS

20.1 Entire Agreement: The Terms & Conditions contains the entire agreement between Krabiti and you relating to your use of the Website, Platform and the Services and supersedes any and all prior agreements between Krabiti and you in relation to the subject matter hereof. You confirm that, in agreeing to accept the Terms & Conditions, you have not relied on any representation save insofar as the same has expressly been made a representation by Krabiti in the Terms & Conditions.

20.2 Waiver: The rights and remedies provided under the Terms & Conditions are cumulative and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise, or delay by us in exercising, any of our rights under the Terms & Conditions or otherwise, nor failure by us to insist upon strict performance of any of your obligations shall operate as a waiver of those or any other rights or remedies or relieve you from compliance with such obligations. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy. A waiver by us of any default shall not constitute a waiver of any subsequent default.

20.3 Severability: If any of the provisions of the Terms & Conditions is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such provision will be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by law. In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, Krabiti's original intent.

20.4 Assignment: We reserve the right to transfer, assign, sublicense or pledge the Terms & Conditions, in whole or in part, to any person without notice to you. You may not assign, sublicense, pledge or otherwise transfer in any manner whatsoever any of your rights or obligations under the Terms & Conditions.

20.5 Third Party Rights: Unless otherwise expressly stated, nothing in the Terms & Conditions shall create or confer any rights or any other benefits to third parties.

20.6 Outsourcing: Subject to applicable laws and regulation, Krabiti may outsource any or all of the Services it provides under the Terms & Conditions to third parties.

20.7 Relationship of the Parties: Nothing in the Terms & Conditions shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.

20.8 Language: The Terms & Conditions has been drafted in the English language. The English version of this Agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and any other version.



21. FEES AND CHARGES

The Fees are quoted in EUR. When you enter into a Transaction with us you will be charged a fee. The fee that will be charged depends on the circumstances of each transaction. You can request details of the relevant fees by contacting us. Your Krabiti Account will be debited with such sums of money as may from time to time be due for the transaction executed (including but not limited to any charges and/or commissions detailed from time to time in our relevant documents, all applicable Value Added Tax (VAT) and other taxes and all other account fees). Any changes to tax laws which result in future imposition of stamp duty, capital gains tax or other tax, which may from time to time be levied on transactions will be debited to your account. You may be liable for other charges and taxes that are not imposed by us. You are solely responsible for the timely payment of such charges and taxes. You should seek independent advice if you are in any doubt as to what further charges or taxes may apply to you as a result of entering into this Agreement. Any type of charges, expenses, costs and fees, payable in regard to your payment transactions for the purpose of this Agreement, including but not limited to credit and debit cards processing, bank transfers, payment service providers and any other relevant payment methods, maybe debited from your account. We may at any time deduct, without notice or recourse to you, any monies deposited in or credited to your account in error by us or on our behalf. You may not assign any part of your assets/currencies held with us to a third party. Subject to clause 22, a third party may not place any funds in your account or withdraw funds from your account. All withdrawals from your account must be payable directly to you (by means of BACS or similar electronic payment). As a fraud prevention measure and in accordance with money laundering regulations, we will only refund monies back to the source from which they originated. Where monies have been deposited by card the funds will be returned to that card where possible, and where not possible we may require sight of an original bank statement before refunding to that bank account. Where monies have been deposited by bank transfer we may require sight of the original bank statement showing the transfer before any refund is made to that bank account. Where bank accounts have been closed we may require a letter from the originating bank stating that the account has been closed and there are no funds owing to the bank. Before we will refund to a new bank account we may require sight of the original deposit transfer statement from the closed account and sight of an original new bank account statement. If our records show a discrepancy between card details and our account details as supplied by you, we may require sight of original bank statements, or any other relevant evidence, to confirm your status before processing a refund. In case your Krabiti Account is pending any payment of any outstanding claims, charges, penalties, costs or charges we may consolidate all or any of your other Krabiti Accounts and may deduct all amounts due to us. We reserve the right to suspend or limit your access to the Services if your Krabiti Account is pending any payment of any outstanding claims, charges, penalties, costs or charges.

22. WARRANTY DISCLAIMERS

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF SERVICES AND THE CONTENT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO THE SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE SERVICES AND THE PLATFORM SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A



PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES OR ANY OF THE MATERIALS CONTAINED THEREIN WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

We make no representations about the accuracy or completeness of historical Cryptocurrency price data available on our Website. We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and cheque issuances are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing of the transaction which is dependent upon many factors outside of our control.

23. Appendix A

All fee changes will be published on our website.

Deposit Method Fees

All deposits are charged a flat fee based on the deposit method regardless of the amount.

Withdrawal Method Fees

All withdrawals are charged a flat fee based on the withdrawal method regardless of the amount.

- A. Most recent credit/debit card will be paid out first, any additional amounts above the most recent deposit, will be added to the most recent credit card used to deposit until withdrawal amount is achieved. Any amount left over above the total amount deposited by credit card will be paid out as a wire and the consequent wire fees charged.
- B. Additional fee may be charged by the card issuer or bank.
- C. Additional bank fees may be charged by the receiving bank.
- D. Additional fees may be charged by receiving wallet or exchange.

Unified Exchange Fees (all symbols)

Charges for exchanging Fiat to Cryptocurrencies (placing BUY/SELL Orders) and vice versa. Applicable to all symbols.

PLEASE PRINT OFF AND RETAIN A HARD COPY OF THE TERMS & CONDITIONS FOR YOUR RECORDS.