

General Terms

These General Terms of Use of Globitex (“General Terms”) constitute a contract between you as a Client and Globitex Ltd, a private limited company incorporated in England and Wales ("Globitex"). By signing up to open an account through our Website www.globitex.com, you agree that you have read, understood, and accepted all of the terms and conditions detailed below.

These General Terms may be updated and amended by Globitex unilaterally at its sole discretion. If you do not agree to the amendments, please, notify Globitex and we will arrange the closing of your account.

1. Definitions

1.1.

In these General Terms and related documents, the following words have the following meanings unless otherwise indicated:

- a. **Account** – financial arrangement between Globitex and Client whereby the Client can transfer in, store and transfer out Cryptocurrency and Fiat currency funds, and which is identified by a unique combination of numbers and letters as assigned by Globitex to each Client account.
- b. **API** – an application programming interface, a set of functions and procedures that allow the creation of applications which access the Services or data on the Platform.
- c. **Bitcoin** (also **BTC**) means peer-to-peer internet currency further described at <http://bitcoin.org>.
- d. **Client** – a Person in who’s name a Globitex account has been opened.
- e. **Cryptocurrency** – blockchain-based assets or rights, or other similar digital representations of rights or assets, including Bitcoins, Litecoins, etc.
- f. **Fiat currency** – money declared by a government to be legal tender (e.g. US dollars, euro, etc.).
- g. **FIX** – Financial Information eXchange (FIX) protocol – an electronic communications protocol for real-time exchange of information related to the trading on the Platform.
- h. **General Terms** – these General Terms of Use of Globitex, as they may be changed, amended, or updated from time to time.
- i. **Globitex** – Globitex Ltd, a private limited company incorporated in England and Wales.
- j. **Order** – Client’s intention to buy or sell Cryptocurrency against Fiat Currency or other Cryptocurrency at a specified price (“limit order”) or market price (“market order”).

- k. **Order-book** – electronic list of anonymous buy and sell orders for a specific Cryptocurrency, organised by price level.
- l. **Person** – an individual, association, partnership, corporation, other body corporate, trust, and any form of legal organization or entity.
- m. **Platform** – electronic software solution developed by Globitex for accessing Globitex Services, including Cryptocurrency exchange services, Fiat currency Globitex account (wallet) and Gobitex Cryptocurrency account (wallet).
- n. **Prohibited Use** has the meaning set out in Clause 6.11 of these General Terms.
- o. **Services** – any of the services, functions, or features offered by Globitex on the Platform.
- p. **Trade** – matched opposite buy and sell Orders.
- q. **Trading hours** – generally 00:00-24:00, Monday till Sunday, as may be modified by Globitex from time to time.
- r. **User** – a Client or an authorised representative of a Client to operate a Globitex Account.
- s. "you " or "your " means the Client.
- t. **Website** – the Internet website globitex.com with all related sub-domains.

2. Access to Globitex Services

2.1.

Eligibility. To be eligible to access and use the Globitex Services, you must be at least 18 years old. The eligibility and criteria to access Globitex Services also depends on the country of your residence. You will be notified of any restrictions during account opening process.

2.2.

Globitex Services . Your Globitex Account allows access to the following Globitex Services: Cryptocurrency wallet that allows Client to store and transfer supported Cryptocurrency units, access to Globitex Cryptocurrency exchange Platform which allows exchange of Cryptocurrency into Fiat currency and vice versa on an open order-book, and Fiat currency account (wallet) which allows you to store and manage funds in Fiat currency needed for the purchase of Cryptocurrency, or exchange into other Fiat currency. You can access your Globitex account via Globitex Website, API calls or FIX gateway.

2.3.

Registration of Globitex Account. In order to use any of the Globitex Services, prospective Client must register by filling in the account opening form on Globitex Website. Globitex may, in its sole discretion, refuse to allow you to establish a Globitex Account, or limit the number of Globitex Accounts that a single Client may establish and maintain at any time.

2.4.

Identity Verification. In order to use certain features of the Globitex Services, including certain transfers in Cryptocurrency or Fiat Currency, you are required to provide Globitex with certain personal information as described within the account application form or any other supplementary source governing the relations between Globitex and you.

2.5.

Correctness of information . In submitting personal information as required, you confirm that the information is accurate, authentic and up-to-date, and you agree to notify Globitex if any information changes. You hereby authorise Globitex to, directly or through third parties make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public or private data bases, and to take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorise any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.

3. Globitex Cryptocurrency Exchange Platform

3.1.

Order-book. Your Globitex Account will provide you the access to Globitex Cryptocurrency exchange Platform and Order-book where you can buy or sell Cryptocurrency against euro during the Trading hours. Globitex may offer additional Order-books for Cryptocurrency exchange into other Fiat Currencies. Order-book contains a trading pair comprising the asset being traded (e.g. Bitcoin) and the asset in which trading is denominated (e.g. euro).

3.2.

Orders and Trades. Your Globitex Account allows you to place an Order to buy or sell a specified quantity of Cryptocurrency at a specified price in euro (or other Fiat Currency if provided). You must have a sufficient balance of Cryptocurrency units or Fiat Currency in your Globitex Account to cover the total value of the Order plus any applicable fees. Orders and trading is subject to limits which are displayed in your Globitex Account.

3.3.

Order types . Globitex supports the following orders types on the Platform: market order, limit order, stop-market order, stop-limit order. Globitex may add additional order types. Limit orders have different life time.

3.4.

Placing of Orders . Client may place an Order in Globitex Order-book through Globitex Website, API call or FIX gateway. Your valid Orders will be immediately placed on the relevant Order-book, and will be eligible to be matched with corresponding Orders placed by other Globitex Clients, at the relevant price and on a first-in-time priority basis, if not explicitly stated otherwise elsewhere – within other source governing the relations between Globitex and you.

3.5.

Executed Trade . When an Order is matched, in part or in full, to one or more corresponding

Orders, one or more Trades are executed (also known as “Fills”). The identity of buyer and seller is not disclosed to each other in the Trade process.

3.6.

Market Takers. If your Order is immediately matched with one or more corresponding Orders, you are a "Taker" and the Order will result in a Trade at the price of the pre-existing Order in the Order Book. Takers are charged a fee, which is automatically debited from the Taker's Globitex Account in the relevant quote currency.

3.7.

Taker order types. Orders placed as market Orders or stop-market Orders are Taker Orders. In addition, it is possible for limit Orders also to be Taker Orders.

3.8.

Market Makers. If your Order is not immediately matched with corresponding Orders, you are a "Maker" and your Order will remain open in the relevant Order Book until either (1) the Order is cancelled or expired, or (2) the Order is matched to a corresponding Order and a Trade is executed.

3.9.

When a corresponding Order is placed in the Order Book, the Maker's open Order will result in an executed Trade at the price the Maker posted to the Order Book. Makers are charged a fee, which is automatically debited from the Maker's Globitex Account in the relevant quote currency if fees are applicable to Maker's orders.

3.10.

Order collateral . Globitex blocks funds in your Globitex Account for any open Order. You can release the blocked funds by cancelling the Order without charge.

3.11.

Partial Order Execution. Your Order may be executed in parts depending on the availability of corresponding Orders in the Order-book or Orders placed by other market participants as Taker Orders. The Trade resulting from an immediate, partial execution is subject to commissions as described above. Any unfulfilled remainder will remain as an open Maker Order in the Order-book until it is either cancelled or expired or matched to a corresponding Order.

3.12.

Taker Price Improvement. Taker Orders are matched against existing Maker Orders at the price of the Maker Order posted in the Order-book, not at the price of the Taker Order. Globitex will automatically match a Taker Order to any open Order whose price is at least as favourable as the Taker's Order price, if not more favourable to the Taker. Maker Orders will always be executed at the posted Order-book price.

3.13.

Trading Fees. Maker Orders and Taker Orders are charged a fee as a percentage of the Trade value, settled in GBX (a crypto asset in the form of utility token) by default and, if none available - in the relevant quote currency. The current fees are posted of Globitex Website. By placing an Order on a Globitex Order-book, you agree to pay all applicable fees and you authorize Globitex to automatically deduct fees directly from your Globitex Account.

3.14. **Fee promotions.** Globitex may at its sole discretion for limited period of time, offer trading fees discounts or rebates. However, such promotions are limited time offers and may be cancelled by Globitex unilaterally at any time without notice.

3.15. **Order and Trade Cancellation.** Except as otherwise set forth herein, all Trades are final and commissions and/or fees paid to Globitex are non-refundable. Globitex reserves the right to cancel Orders and/or reverse Trades in the following circumstances:

- a. Orders or Trades which, in Globitex sole discretion, constitute an abusive use of the Platform, for example, market manipulation.
- b. Orders or Trades which under the circumstances involve an obvious error with respect to price, quantity, or other parameters (i.e. clearly erroneous transactions).
- c. If required by any applicable law or regulation, including cases where Globitex is required to suspend or terminate your Globitex Account;
- d. To restrict trade size or frequency or limit API use which, in our sole discretion, unreasonably burdens the platform;
- e. Cryptocurrency or Fiat currency funds used to place an Order or execute a Trade are made available in the Client's Globitex Account through an abusive transaction (e.g. "Bitcoin double spending" etc.).

Globitex will act under this section only in good faith, and notify you as soon as possible. You hereby release Globitex from all liability in relation to any action taken by us under this section.

3.16. **Reverse Trades .** In situations described in Clause 3.15 Globitex may also execute Trades on behalf of the Client in order to restore the situation before the execution of the cancelled Trade.

4. Globitex Cryptocurrency Account (Wallet)

4.1. **Functionalities.** Gobitex Cryptocurrency wallet services allow you to request, receive, store and send supported Cryptocurrency units pursuant to instructions you provide through the Globitex Platform.

4.2. **Suspension.** Globitex reserves the right to refuse to process or to cancel any pending Cryptocurrency transaction as required by law or in response to a legal order or to enforce transaction limits.

4.3.

Irreversibility. Globitex cannot reverse a Cryptocurrency (e.g. Bitcoin) transaction which was broadcast to Blockchain.

4.4.

Supported Cryptocurrencies. Currently Globitex supports transactions transactions as stated within the Platform, however, Globitex upon sole discretion may start to support any other Cryptocurrency. You should not use Globitex wallet services for sending or receiving unsupported Cryptocurrencies. Globitex assumes no responsibility or liability in connection with any attempt to use Globitex Services for Cryptocurrencies that Globitex does not support.

4.5.

Client Responsibility. Globitex processes Cryptocurrency transactions according to the instructions received from its Clients and we do not guarantee the identity of any receiver, requestee or other party. You should verify all transaction information prior to submitting instructions to Globitex.

4.6.

Network Fees. Globitex will apply network fees (miner fees) to process a Cryptocurrency transaction on Blockchain on your behalf. Globitex will calculate the network fee in its discretion, although Globitex will notify you of the network fee at the time you authorize the transaction, however, Globitex at its discretion may choose to revert the Cryptocurrency transaction amount in your Account, or Globitex may process a Cryptocurrency transaction on Blockchain on your behalf with a higher miner fee without notification and by deducting the relevant fee amount form your Cryptocurrency transaction amount or Account if the relevant transaction is not processed within a reasonable time frame with the initial miner fee.

4.7.

Cryptocurrency Storage and Transaction Delays. Globitex securely stores all Cryptocurrency private keys in our control in a combination of online and offline storage. As a result, it may be necessary for Globitex to retrieve certain information from offline storage in order to facilitate a Cryptocurrency transaction in accordance with your instructions, which may delay the initiation or crediting of such Cryptocurrency transaction for 48 hours or more. You acknowledge and agree that any Cryptocurrency transaction facilitated by Globitex may be delayed.

4.8.

Third Party Cryptocurrency Payments. Globitex has no control over the parties involved in Cryptocurrency transaction. Accordingly Globitex takes no liability for the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of Globitex Services). If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with Cryptocurrencies units transferred using the Globitex Services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party.

4.9.

Operation of Cryptocurrency Protocols. Globitex does not own or control the underlying software protocols which govern the operation of Cryptocurrencies available for trading and/or supported through our Platform. In general, the underlying protocols are open source and anyone

can use, copy, modify, and distribute them. By using the Globitex Platform, you acknowledge and agree (1) that Globitex is not responsible for operation of the underlying protocols and that Globitex makes no guarantee of their functionality, security, or availability; and (2) that the underlying protocols are subject to sudden changes in operating rules (known as “forks”), and that such forks may materially affect the value, function, and/or even the name of the Cryptocurrency you store in the Globitex account. In the event of a fork, you agree that Globitex may temporarily suspend Globitex operations (with or without advance notice to you) and that Globitex may, in its sole discretion, (1) configure or reconfigure its systems or (2) decide not to support (or cease supporting) the forked protocol entirely, provided, however, that you will have an opportunity to withdraw Cryptocurrency funds from the Platform. You acknowledge and agree that Globitex assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

IMPORTANT! Globitex does not automatically support so-called Cryptocurrency “forks” – technological alteration of initial Cryptocurrency’s blockchain, which sets you solely liable for withdrawing the respective Cryptocurrencies from your accounts at Globitex prior the “fork” event, in case you wish to avoid any risks related (including but not limiting – full or partial loss of your Cryptocurrency, significant decrease of value, etc.).

5. Fiat Currency Globitex Account (Wallet)

5.1.

Fiat Currency Account. Properly identified Clients may fund their Globitex account in Fiat Currency through one of our payment service providers in order to purchase Cryptocurrency units on the Globitex Platform. Client is the owner of the account balance in Fiat Currency. Globitex holds your balance in Fiat currency in dedicated custodian accounts opened in the name of Globitex with regulated financial institutions for the benefit of Clients. Fiat currency funds may be held in the form of electronic money when held by regulated electronic money institution.

5.2.

No Third-party Payments . Globitex only accepts incoming Fiat currency payments from the accounts in the name of the respective Globitex Client. Outgoing Fiat currency payments will only be made to the financial institution account opened in the name of the respective Globitex Client.

5.3.

Operational Fiat Currency . For the time being, Globitex support incoming and outgoing payments in euro. Fiat funds sent in other currencies will be automatically converted into euro according to the available exchange rate at the payment services provider of Globitex (plus any applicable fees). It is not possible to fix the exchange rate prior to conversion. You acknowledge and agree that Globitex assumes no responsibility for any delays related to payments in other currencies or losses incurred due to currency exchange. Globitex at its own discretion may add other functional Fiat currencies.

5.4.

Payment Fees. Fees apply to incoming and outgoing Fiat currency payments. All fees are disclosed on Globitex Website. Depending on the payment type, there may be fees applicable to the payment over which Globitex has no control (e.g. certain correspondent bank fees), Globitex

shall not be liable for any losses due to these fees. Payment fees are netted out of transfers to or from Globitex. We will not process a transfer if associated payment fees exceed the value of the transfer. Globitex may also charge a payment investigation fee where it needs to obtain additional information about a payment.

5.5.

Processing time . For incoming Fiat currency payments, Globitex will increase a balance of your account in Fiat currency with a corresponding amount of Fiat Currency after funds are delivered to Globitex, typically within two to five business days after you authorize a payment. For outgoing Fiat currency payments, Globitex will immediately decrease a balance of your Globitex account when you authorize a withdrawal and funds will typically settle to your other financial institution account within two to five business days.

5.6.

Information sharing for payment purposes . For the processing of incoming and outgoing payments Globitex may need to share your identity or financial information with the respective payment services provider. Hereby you authorize Globitex to share your information with the respective payment services provider and agree to provide any additional information about the payment or yourself if so required by the relevant payment services provider. You acknowledge and agree that Globitex assumes no responsibility in respect of delayed payments due to requests for additional information.

6. Use of Globitex Services and Restrictions

6.1.

Trading Account Use. By using a Globitex Account you agree and represent that you will place Orders only for yourself as Account owner, and not on behalf of any third party, unless you have obtained prior approval from Globitex. You may not sell, lease, furnish or otherwise permit or provide access to your Globitex Account to any other person that is not your employee or agent. You accept full responsibility for your employees' or agents' use of Globitex, whether such use is directly through Globitex Platform or by other means, such as those facilitated through API calls, and/or applications which you may authorise. You understand and agree that you are responsible for any and all Orders, Trades, and other instructions entered into Globitex, including identifiers, passwords, and security codes associated with your Globitex Account.

6.2.

Suspension and Cancellation. Globitex may suspend your Account in accordance with the Account suspension and termination provisions. Suspension or termination of your Globitex Account shall not affect the payment of fees or other amounts you owe to Globitex. In the event that your Globitex Account is suspended or terminated, we will immediately cancel all open Orders associated with your Globitex Account, block all withdrawals and restrict the placing of further Orders until resolution or Account termination.

6.3.

No Warranty. We do not represent that Globitex Platform and/or its constituent Globitex Accounts, APIs, and related services, will be available without interruption. Although Globitex

will strive to provide you with continuous operations, we do not guarantee continuous access or that there will be no delays, failures, errors, omissions or loss of transmitted information, nor do we guarantee that any Order will be executed, accepted, recorded, or remain open. In the event of a significant system outage, Globitex reserves the right to cancel any open Orders and/or suspend Globitex activity indefinitely.

6.4.

No Investment Advice or Brokerage. For the avoidance of doubt, Globitex does not provide investment, tax, or legal advice, nor does Globitex broker trades on your behalf. All Globitex trades are executed automatically, based on the parameters of your Order instructions and in accordance with Trade execution procedures, and you are solely responsible for determining whether any trading strategy or related transaction is appropriate for you based on your personal objectives, financial circumstances and risk tolerance. You should consult your legal or tax advisor regarding your specific situation.

6.5.

Debts. In the event that there are outstanding amounts owed to us hereunder, including in your Globitex Account, Globitex reserves the right to debit your Globitex Account accordingly and/or to withhold amounts from funds you may transfer to your Globitex Account.

6.6.

Limited License. Globitex grants you a limited, non-exclusive, non-transferable license, subject to these General Terms, to access and use the Globitex Platform, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by Globitex from time to time. Any other use of the Globitex Website or Content is expressly prohibited and all other right, title, and interest in the Globitex Site or Content is exclusively the property of Globitex and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or in any other way exploit any of the Content, in whole or in part. "GLOBITEX" and all logos related to the Globitex Services or displayed on the Globitex Website are registered trademarks of Globitex or its licensors. You may not copy, imitate or use them without prior written consent from Globitex.

6.7.

Website Accuracy. Although we intend to provide accurate and timely information on the Globitex Website, the Globitex 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, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Globitex Website are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by Globitex. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the Globitex Website.

6.8.

Third-Party Applications. If, to the extent permitted by Globitex from time to time, you grant

express permission to a third party to access or connect to your Globitex Account, either through the third party's product or service or through the Globitex Platform, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under these General Terms. You are fully responsible for all acts or omissions of any third party with access to your Globitex Account. Further, you acknowledge and agree that you will not hold Globitex responsible for, and will indemnify Globitex from, any liability arising out of or related to any act or omission of any third party with access to your Globitex Account.

6.9.

Authorization to settle third-party fees / charges. Regarding any outstanding fees for third-party services (including, but not limiting – negative account balance, etc.) you applied for, access and use via Globitex platform, hereby you duly authorize us to execute direct debit against any of your accounts held at Globitex in favour of such third-party, by debiting the respective outstanding amount in Fiat currency and/ or Cryptocurrency subject to actual conversion rates.

6.10.

Authorization to execute Cryptocurrency / Fiat currency exchange. Upon the reception of certain Client's request via Messaging Center (a general communication facility between the Parties) containing the instructions of the foreseen exchange, Globitex proposes the Client foreseen amount of commission for execution of such exchange. In case the Client agrees to proposed commission's amount, Globitex is entitled to perform such exchange on Client's behalf, deducting the agreed commission and transferring the respective amount of Fiat currency to the Client's Account.

6.11.

Prohibited Use. In connection with your use of the Globitex Services you agree and represent you will not engage in any Prohibited Use activities listed below. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your Globitex Account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use.

Following activities shall be understood as Prohibited Use, and accordingly you are not allowed to:

- a. use the Platform or any Services in order to disguise the proceeds of, or to further, any breach of applicable laws or regulations, or to deal in any illegally obtained Cryptocurrency or Fiat currency funds, or proceeds;
- b. trade or use any Globitex Services, with anything other than Cryptocurrency and Fiat currency funds that have been legally obtained by you and that belong to you;
- c. use the Platform or any Services in order to circumvent export controls or international sanctions;
- d. use the Platform or any Services to interfere with or subvert the rights or obligations of Globitex or the rights or obligations of any other Globitex Client or any other third party;

- e. trade using inaccurate information presented by the Platform or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach;
- f. use the Platform or any Services to engage in conduct that is detrimental to Globitex or to any other Client or any other third party;
- g. falsify any account registration details provided to Globitex;
- h. falsify or materially omit any information or provide misleading information requested by Globitex, including at registration;
- i. reverse-engineer, decompile, or disassemble any software run by Globitex;
- j. attempt to harm Globitex through your access to the Platform or any Services, or,
- k. violate these General Terms.

6.12.

Anti-Money Laundering and Counter-Terrorist Financing . Globitex is committed to providing you with safe, compliant, and reputable Services. Accordingly, Globitex insists on a comprehensive and thorough customer due diligence process and implementation and ongoing monitoring and reporting. This includes monitoring of and for suspicious transactions and mandatory reporting to relevant regulators. Globitex needs to keep certain information and documentation on file pursuant to applicable law and its contractual relationships, and Globitex hereby expressly reserves the right to keep such information and documentation. This will apply even when you terminate your relationship with Globitex or abandon your application to have an account with Globitex.

6.13.

Client Refusal . Globitex reserves the right to refuse registration to, or to bar transactions from or to, or terminate any relationship with, any Client for any reason (or for no reason) at any time. Without limiting the generality of the foregoing, this includes, but is not limited to, anyone from or in jurisdictions that do not meet international AML/CTF standards; anyone that is a Politically Exposed Person within the meaning of the applicable law; or, anyone that fails to meet any customer due diligence standards, requests, or requirements of Globitex. In lieu of refusing registration, Globitex may perform enhanced customer due diligence procedures. At all times, you may be subject to enhanced customer due diligence procedures in your use of the Platform and any Globitex Service.

6.14.

Transaction Limits . The use of all Globitex Services is subject to a limit on the amount of volume, stated in Fiat Currency terms, you may transact or transfer in a given period. To view your limits, login to your Globitex Account. Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. Globitex reserves the right to change applicable limits as we deem necessary in our sole discretion. We may require you to submit additional information or documents about yourself, your business or source of wealth. In our sole discretion, we may refuse to raise your limits or we may lower your limits.

6.15.

Suspension and Termination. Globitex may: (1) suspend, restrict, or terminate your access to any or all of the Globitex Services, and/or (2) deactivate or terminate your Globitex Account if:

- a. We are so required by court or competent government authority or regulator;
- b. We reasonably suspect you of using your Globitex Account in breach of Prohibited Use clause;
- c. Use of your Globitex Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity;
- d. Our service partners (e.g. payment service provider) are unable to support your use of Services;
- e. You take any action that Globitex deems as circumventing controls of Globitex, including, but not limited to, opening multiple Globitex Accounts or abusing promotions which Globitex may offer from time to time.

6.16.

Process . If Globitex suspends or terminates your account, or terminates your use of Globitex Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits Globitex from providing you with such notice. You acknowledge that decision by Globitex to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to Globitex's risk management and security protocols. You agree that Globitex is under no obligation to disclose the details of its risk management and security procedures to you.

6.17.

Withdrawals . You will be permitted to transfer Cryptocurrency or Fiat currency funds associated with your Globitex account for ninety (90) days after Account deactivation or termination unless such transfer is otherwise prohibited (1) under the law, including but not limited to applicable sanctions programs, or (2) by a court or administrative order. If Globitex suspends or closes your account, or terminates your use of Globitex Services for any reason Globitex reserves the right to require you to fully identify yourself and complete the KYC information before permitting you with transfer or withdraw of Cryptocurrency or Fiat currency funds.

6.18.

Account Closing by Client. You may close your Globitex Account at any time by withdrawing all balances and making a request to close your account. Globitex may apply an account closing fee. You will be required to pay any outstanding amounts owed to Globitex. You authorise us to cancel or suspend any pending transactions at the time of cancellation.

6.19.

Relationship of the Parties. Globitex is an independent contractor for all purposes. Nothing in this Agreement shall be deemed to create partnership, joint venture, employment or agency relationship.

6.20.

Password Security; Contact Information. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, API keys or any other codes that you use to access the Globitex Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Globitex Account by third-parties and the loss or theft of any Cryptocurrency and/or Fiat funds held in your Globitex Account. You are responsible for keeping your email address and telephone number up-to-date in your Account information in order to receive any notices or alerts that we may send you. Globitex assumes no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Globitex and/ or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Globitex Account information has been compromised, contact Globitex Support immediately at support@globitex.com.

6.21.

Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Globitex Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Globitex Account. In line with recent developments in the area of tax information exchange, Globitex in future may become subject to tax reporting obligations.

6.22.

Unclaimed Property . If Globitex is holding Cryptocurrency or Fiat funds in your account, and Globitex is unable to contact you and has no record of your use of the Services for several years, applicable law may require Globitex to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, Globitex will try to locate you at the address shown in our records, but if Globitex is unable to locate you, it may be required to deliver any such funds to the applicable jurisdiction as unclaimed property. Globitex reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

6.23.

Risk acknowledgment . You acknowledge that Cryptocurrency, including Bitcoin, is unregulated digital asset which is not issued or guaranteed by any central bank or government. Cryptocurrency holdings are not covered by any deposit guarantee scheme. You are responsible for the protection and security of your Globitex account, as Cryptocurrency payments are not reversible. The price of Cryptocurrency can change rapidly, and the risk of loss in trading or holding Cryptocurrencies can be substantial. You should therefore carefully consider whether trading or holding Cryptocurrency is suitable for you in light of your financial condition, experience and risk tolerance level.

7. Customer Contact and Dispute Resolution

7.1. **Contacting Globitex.** If you have any feedback, questions, or complaints, contact Globitex via Customer Support ticket service in your Globitex account or by e-mail support@globitex.com

When you contact us please provide us with your full name, address, and any other information we may need to identify you, your Globitex Account number, and the transaction on which you have feedback, questions, or complaints.

7.2. **Complaints.** In the event of a complaint, in addition, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant.

7.3. **Complaint Process.** Globitex ensures that the complaint investigation process is handled by the personnel that have the skills, knowledge and experience required for this function.

7.4. **Request for Additional Information.** In case the submitted complaint lacks information needed for the investigation, Globitex will ask you to eliminate the shortcomings of the complaint by specifying the substance of the complaint or providing additional documents or data needed for the complaint's investigation. In such case Globitex sets a reasonable time limit, which cannot be shorter than 7 days to eliminate the shortcomings of the complaint.

7.5. **Timeline.** Globitex will investigate the complaint and provide response as soon as possible, but not later than within 30 days from the date of receipt of the complaint. The term commences from the date of receipt of the complaint or provision of additional required information. Exceptionally, when the complaint cannot be investigated within 30 days, Globitex will inform you about the circumstances and the new term for response.

7.6. **Arguments for rejection .** When the complaint is rejected or only partially satisfied, Globitex will provide arguments of rejection to fully satisfy the complaint.

7.7. **Offers.** Any offer made during complaint review will only become binding on Globitex if you accept the offer by following the instructions provided by Globitex within the stated timeframe. Any offer under this clause will not constitute any admission by Globitex of any wrongdoing or liability regarding the subject matter of the complaint. Any acceptance of an offer by you will constitute an acceptance that the complaint is resolved and an undertaking that you will not file a claim in any competent court against Globitex regarding the subject matter of the complaint.

7.8. **Claims.** You agree to use the complaints procedure according of this Chapter before filing any claim in a competent court. Failure to comply with this provision may be used as evidence of your unwillingness to settle the issue.

8.

Final Provisions

8.1.

Computer Security. Globitex shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Globitex. Always log into your Globitex Account through the Globitex Website to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

8.2.

Indemnification. You agree to indemnify and hold Globitex, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

8.3.

Limitation of Liability. In no event shall Globitex, its affiliates and service providers, or any of their respective officers, directors, agents, employees or representatives, be liable (a) for any amount greater than the total value stored in your Globitex account or (b) 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 authorised or unauthorised use of the Globitex Platform or the Globitex Services, or these General Terms, even if an authorised representative of Globitex has been advised of or knew or should have known of the possibility of such damages.

The Globitex Services are 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, Globitex specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. Globitex does not make any representations or warranties that access to the Platform, any part of the Globitex Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

Globitex makes no representations about the accuracy or completeness of historical price data available on the Platform. Globitex will make reasonable efforts to ensure that requested incoming and outgoing payments are processed in a timely manner but Globitex makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

8.4.

Force Majeure . Globitex shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of

equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

8.5.

Entire Agreement. These General Terms comprise the entire understanding and agreement between you and Globitex as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of the General Terms), and every nature between and among you and Globitex. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

8.6.

Amendments . We may amend or modify these General Terms by posting on the Globitex Website or e-mailing to you the revised Terms, and the revised Terms shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the Globitex Services, or suspension or termination of your access to the Globitex Services, except to the extent otherwise expressly set forth herein. If the revised General Terms include a material change, we will endeavour to provide you advanced notice via our Website and/or e-mail before the material change becomes effective.

8.7.

Assignment. You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any Globitex affiliates or subsidiaries, or to any successor in interest of any business associated with the Globitex Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

8.8.

Severability. If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these Terms shall not be affected.

8.9.

Change of Control. In the event that Globitex is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

8.10.

Survival. All provisions of these General Terms which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Globitex Account termination, debts owed to Globitex, general use of the Globitex Platform, disputes with Globitex, and general provisions, shall survive the termination or expiration of these General Terms.

8.11.

Governing Law. This Agreement will be governed by English law and the non-exclusive jurisdiction of the English courts.