



## Terms of Service

Last Updated : **Oct 13, 2018**

PLEASE READ THESE TERMS OF SERVICE (TERMS) CAREFULLY. BY CLICKING THE "CREATE ACCOUNT" BUTTON OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY BITRICHEX. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.

Bitrichex reserves the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the Site, at any time and at its sole discretion.

We will provide notice of these changes by posting the revised Terms to the Site and changing the "Last updated" date at the top of the Terms, or by emailing users at their provided email addresses, or by any other means as determined by Bitrichex at its sole discretion.

These Terms do not alter in any way the terms or conditions of any other agreement you may have with Bitrichex for products, services or otherwise. If you are using the Services on behalf of any entity, you represent and warrant that (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization and (b) you are authorized to accept these Terms on such entity's behalf and that such entity agrees to be responsible to us if you violate these Terms.

If you have any question regarding the use of the Site, please contact [support@bitrichex.com](mailto:support@bitrichex.com).

### 1. BITRICHEX SERVICES

The Services are intended solely for users who are 18 or older. By accessing or using our Services, you represent and warrant that you are at least 18 years old and have not previously been suspended or removed from the Site or Services.

You also represent and warrant that you are not on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List, nor restricted or



prohibited from engaging in any type of trading platforms by the Hong Kong Monetary Authority, Hong Kong Customs and Excise Department, as well as other administrative law enforcement agencies.

Also, Bitrichex may not make all of the Services available in all markets and jurisdictions, and may restrict or prohibit use of all or a portion of the Services from Restricted Locations, which at this time include Cuba, Iran, North Korea, Crimea, Sudan, Malaysia, Syria, USA [including all USA territories like Puerto Rico, American Samoa, Guam, Northern Mariana Island, and the US Virgin Islands (St. Croix, St. John and St. Thomas)], Bangladesh, Bolivia, Ecuador, and Kyrgyzstan. The content of this Agreement shall not be excluded from the laws of the country or region under which the user belongs. As a result, if you do not meet these eligibility requirements, do not use our Services.

## **2. DESCRIPTION OF OUR SERVICES**

We provide an online digital asset trading platform to trade spot and other derivatives of digital assets (or also known as cryptographic tokens or digital tokens or cryptographic currency) and facilitate margin lending. Traders conduct trading on our platform with each other; Bitrichex as the platform provider is not a buyer or seller in these trades. Traders must open an account and upload digital assets or US Dollars prior to commencement of trading. Traders may request the withdrawal of their digital asset and US Dollars, subject to the limitations as stated in the Terms.

While Bitrichex has made every effort to ensure the accuracy of the information on our website, the information and content on the website is subject to change without notice and is provided for the sole purpose of assisting users to make independent decisions. Bitrichex has taken reasonable measures to ensure the accuracy of the information on the website; however, we do not guarantee the accuracy, suitability, reliability, completeness, performance and/or fitness for purpose of the content of any Services or products available through the website, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the Web site, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our platform. Bitrichex will not have any liability for the use or interpretation of such information.



Users shall prepare devices and bear costs as follows:

- internet-connected device, including but not limited to computer or other internet-connected terminals;
- internet-accessing costs, including but not limited to internet fees, rental charges for internet-connected equipments, cellular data fees, etc.

While using the Services, you accept the information services provided by Bitrichex. You hereby authorize Bitrichex to send commercial information to you via e-mail, SMS, mailing address. You can opt out such services by changing relevant settings on the website.

You acknowledge and consent that the Services are provided by Bitrichex according to its current technological capacity and other conditions. While Bitrichex has made every effort to ensure continuity and security of the Services, we are unable to completely foresee and hedge legal, technological and other risks including but not limited to force majeure, virus, hacker attack, system instability, flaw in third-party services, act of government, etc. that may result in service interruption, data loss and other losses and risks. When the system platform is unable to operate properly because of the following circumstances and the user is unable to use the services or place order, Bitrichex assumes no liability for damages, including but not limited to:

1. System downtime during maintenance as announced by Bitrichex platform;
2. Telecom equipment is out of order and cannot transmit data;
3. Due to typhoon, earthquake, tsunami, flood, power failure, war, terrorist attacks and other force majeure factors, Bitrichex platform system has obstacle so unable to carry out business;
4. Due to hacker attacks, computer virus intrusion or attack, the telecommunications sector technology adjustment or technical failure, web site upgrade, the banks issue, a temporary close due to government regulation, which cause the network and the services interruption or delay;
5. Losses due to technical problems that cannot be predicted or solved by the existing technical forces of the industry;
6. Damages to users or other third parties caused by third partys fault or delay.

For abnormal transactions, market interruption and other abnormal conditions caused by system failure, network failure, DDos and other hacker attacks and other unexpected factors, Bitrichex has the right to cancel the abnormal transaction results, and rollback all the transactions of a certain period of time.



Fees may be incurred for part of the Services provided by Bitrichex to its users. You shall abide by relevant agreements while use such services. Bitrichex may change the fee models and structures of such services as the case may be. Bitrichex may also start charging fees on free services. We shall release an announcement or put up a notice on respective page before the above mentioned changes, modifications are made and starting to charge. You shall stop using the service if you disagree on the above mentioned changes, modifications or paid content.

Bitrichex shall not ask for any password from its users, nor shall we ask users to transmit any funds, bitcoins and litecoins to bank accounts, bitcoin and litecoin addresses that are not listed on the trading platform. Please do not trust any discount or promotion related information. Bitrichex shall not be responsible for any losses caused by transmitting funds, bitcoins and litecoins to bank accounts, bitcoin and litecoin addresses that are not listed on the trading platform.

Transaction abnormally handling: While using the Services, you agree and acknowledge the possibility of discontinuity and disruption of the Services due to connectivity problems of the digital asset networks or other force majeure. Users shall make sure to provide only correct information. Bitrichex does not assume any responsibility of any losses caused by the above mentioned situations due to users providing incorrect information that results in the inability for Bitrichex to reach out to its users and explain the handling procedures.

You agree, in accordance with operational and security needs, Bitrichex may suspend or restrict part of the Services, or start providing additional services. By continuing using the Services, after any changes, additions and deductions of the Services, you continue to agree to the Terms and any other Terms added subsequently.

Bitrichex has the right to know the real transaction background and purpose of the users who use the product or service of Bitrichex, users should provide the real, comprehensive, accurate information required by Bitrichex; if Bitrichex has reasonable grounds to suspect that the user has provided false trading information, Bitrichex is entitled to restrict the user from the use of Bitrichex's some or all products and services functions temporarily or permanently.



### 3. RISK DISCLOSURES

Trading of digital assets involves significant risk. The risk of loss in trading or holding digital assets can be substantial. You should therefore carefully consider whether trading in digital assets or any levered or derivative digital assets is suitable for you in light of your financial condition.

- A. There is no assurance that the Bitrichex International trading market for digital assets will be orderly and stable. You should exercise prudence in trading in digital assets (as well as any other assets). Prices can and do fluctuate on any given moment. Due to such price fluctuations, you may increase or lose value in your assets at any given moment. Any digital asset or trading position may be subject to large swings in value and may even become worthless.
- B. The user of the service shall bear any losses resulting from the user or users transaction instruction errors (including but not limited to price, quantity and other factors).
- C. The user shall bear any loss resulted in his/her own fault or error, including but not limited to: not in accordance with the transaction prompts operation, not timely trading operations, forgetting or leakage of passwords, passwords are cracked, and/or the users computer is invaded by others.
- D. In the event of a potential loophole in the trading rules that unjustly enriches the user, we will contact the user to recover the gains. The user must effectively cooperate, otherwise, we will take actions, including, but not limited to restrictions on account transactions, freezing account funds, prosecution of the user in a court with right of jurisdiction and other recourse measures.
- E. In the event the user does not cooperate, the user will also bear recourse costs.

### 4. BITRICHEX ACCOUNT

#### ➤ **Account Registration**

In order to use any of the Services, you must first register by providing your name, e-mail and password, along with affirming this Terms of Service. You agree to not enable anyone to use or direct your account, and to update Bitrichex International of any information change or if your account has been compromised. You are responsible for keeping, protecting and safeguarding any keys, certificates, passwords, access codes, user IDs or other credentials and login information (collectively “Passwords”) that have been provided to you or that are generated in connection with your use of the Services. If you lose your Passwords, you may not be able to access your account. You agree to notify Bitrichex International



immediately of any unauthorized use of your Passwords. Bitrichex International will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your Passwords. Due to Bitrichex International's nature of being an online trading platform, and to avoid potential security risks, the login password, administration password and any other passwords shall not be set as the same. Relevant responsibilities shall be borne by the users.

➤ **Enhanced Security**

The user has the right to choose whether to become the Bitrichex International networks users. If users choose to become Bitrichex International registered users, they can create, modify their nicknames. Usernames and nicknames shall abide by relevant laws and regulations and also in accordance with the network morality. Usernames and nicknames cannot contain any words which related to insults, threats, obscene, abuse and other violations of the legitimate rights and interests of others.

➤ **Identify Verification**

Once the user is registered, and become the user of Bitrichex International network, he or she will get the username (user mailbox) and password, and is responsible for all activities and events with this username and password after entering the system, and bear all the legal liability directly or indirectly caused by the language and behaviors of the use of this username.

➤ **Responsibility for Account Activities**

Users who lost their passwords can reset it after being verified through their registered email addresses or phone numbers. You shall immediately report to Bitrichex International if any unauthorized operations or security breaches are found.

## 5. USERS' RIGHT AND LIMITATIONS TO LICENSE USE

We grant you a limited, nonexclusive, nontransferable license, subject to these Terms, to access and use the Bitrichex International website and Services, solely for approved purposes as permitted by Bitrichex International. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Bitrichex International's



Agree that:

1. All right, title and interest in the Services and associated software, website and technology, including all intellectual property rights therein, are and shall remain with Bitrichex International;
2. No right or interest in the Services is conveyed other than the limited licenses granted herein;
3. The Services are protected by the copyright and other intellectual property laws. All rights not expressly granted in these Terms are reserved;
4. This website has the right to inquire, freeze or deduct the items and accounts of the user in according to the requirements of any applicable judicial organizations, administrative organizations and military organizations, including but not limited to public security organizations, procuratorial organizations, courts, customs, tax authorities and so on;
5. Users have the right, in according to the relevant provisions of the site, after the release of information and other contributions, to obtain Bitrichex International's reward;
6. The user has the right to modify the individual account and the information, choose their own nickname and enter the introductory text, to decide whether to provide non-essential items of content;
7. Users have the right to participate in Bitrichex International's online and offline activities;
8. Users have the right to enjoy Bitrichex International's other types of services according to Bitrichex International website requirements.
9. If you disagree or are unsatisfied on the changes of the Services, you shall exercise the rights below:
  - a. Stop using the Services;
  - b. Require termination of the Services Bitrichex International provided to you through customer support or other channels. After termination, your right to use the Services shall be terminated. Under such circumstances, Bitrichex International is no longer obligated to deliver any unprocessed information or unfinished services to its users or any other third parties without direct relationship.



## 6. USER OBLIGATIONS

1. User shall not use Bitrichex International to endanger national security or disclose state secrets. User shall not violate the national community and the legitimate rights and interests of citizens, and shall not use this site to produce, copy and disseminate the following information:
  - 1.1. Incitement to resist, undermine the implementation of constitution, laws and administrative regulations;
  - 1.2. Inciting subversion of state power and overthrowing the socialist system;
  - 1.3. Incitement to split the country and undermine national unity;
  - 1.4. incite national hatred, ethnic discrimination, destruction of national unity;
  - 1.5. Fabricating or distorting facts, spreading rumors and disturbing social order;
  - 1.6. To promote feudal superstition, obscenity, pornography, gambling, violence, murder, terror, abetting the crime;
  - 1.7. Blatantly insulting others or fabricating facts to slander others, or carry out other malicious attacks;
  - 1.8. Damage the credibility of state organizations;
  - 1.9. Other violation of constitutional and legal administrative regulations;
  - 1.10. To conduct commercial advertising behavior.
2. the user shall not by any means maliciously register Bitrichex International website account, including but not limited to profit-making, speculation, cash out, winning and so on for the purpose of multiple account registration. Users may not use other user's accounts.
3. Prohibit users in any form to utilize Bitrichex International network as the place, platform or media to engage in a variety of illegal activities. Without the authorization or permission of the Bitrichex International Network, the User shall not use any of the commercial activities in the name of this site or in any form of the Bitrichex International network as a place, platform or medium for engaging in commercial activities.
4. All the information released in all forms by the user in Bitrichex International network should comply with national laws and regulations and other relevant provisions of the relevant provisions of the site, in line with social order and vulgar, does not infringe the legitimate rights and interests of any third party, or the user shall bear the responsibility of all the legal consequences by themselves, and if Bitrichex International therefore suffered losses, Bitrichex International has the right to recover from the user.





## 5. SERVICE FEES

5.1. The company has the right to set user service charges according to the appropriate rules. Bitrichex International also has the right to formulate and adjust the service fee, and set specific service charges to the user to use Bitrichex International services.

5.2. Unless otherwise stated or agreed, the user agrees that the Bitrichex International network has the right to deduct the above-mentioned services directly from the assets of the user account.

## 6. CHANGE OF SERVICE, INTERRUPTION, TERMINATION, RESTRICTION, FREEZING

6.1. Bitrichex International may change the service content and/or may also interrupt, suspend or terminate the service.

6.2. At the time of transfer, Bitrichex International may transfer the relevant assets under this service to a third party;

6.3. Bitrichex International may also transfer part or all of the services under this agreement to a third party to operate or fulfill after our unilateral notice. The specific transferee is subjected to Bitrichex International's notice.

6.4. In any of the following circumstances, Bitrichex International reserves the right to discontinue or terminate the services provided to you without notice, including in the following cases:

6.4.1. If the personal information you have provided is not true, or inconsistent with the information at the time of registration and failed to provide reasonable proof (please remember, according to the laws or regulations you should submit the true information);

6.4.2. If you violate the relevant laws and regulations or this agreement;

6.4.3. If required by any provisions of the laws and regulations, as well as the requirements of the competent government authorities;

6.4.4. If for security reasons or other necessary circumstances.

7. Bitrichex International has the right to charge any fees or outstanding due in accordance with this agreement. If you do not pay in full and on time, Bitrichex International reserves the right to interrupt, suspend or terminate the service.

8. You may close your account at any time. You will still be obligated to fulfill your responsibilities on any pending transactions. In addition, you are responsible to Bitrichex International for any fees incurred before the closure. Bitrichex International may also terminate your account at any time and at our sole discretion, upon notice to you by email or other communication. Bitrichex International may also suspend your access to the Services if it suspects that you have failed to comply with these Terms, pose an unacceptable fraud or regulatory risk to Bitrichex International, or if you provide any false, incomplete, inaccurate or misleading information. Bitrichex International will not be liable to you for any losses incurred in connection with Bitrichex International's closure or suspension of your account.



9. You agree, to safeguard the security of your account and the digital assets within, Bitrichex International reserves the rights to freeze part or all of your assets (or in other words, to restrict you from accessing part or all of the Services) under the circumstances that Bitrichex International thinks your account is exposed to potential risks according to these Terms, laws, regulations, legal instruments, government requests dependent on administrative functions and powers and other conditions that Bitrichex International thinks fit. The reverse process is called “unfreeze”, which means Bitrichex International stops freezing the frozen account. Bitrichex International reserves the right to determine whether to unfreeze partially or wholly when users request to unfreeze. You shall fully understand the request to unfreezing account may not be necessarily accepted, and before unfreezing the account, you shall cooperate with us on identity verification or other relevant requirements, and provide including but not limited to identity information, identity card, passport, other valid identity documents and other documents or information required by us.

## **7. COMPLIANCE WITH YOUR LOCAL LAWS**

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Additionally, you agree to comply with all relevant laws of Hong Kong. Regarding the prevention of terrorist financing and anti-money laundering (AML), Bitrichex International will work with local authorities. But Bitrichex International is not a financial institution as described in the second part of the Appendix 1 of Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance. When using our Services, you acknowledge that your actions are in a legal and proper manner and your sources of digital assets and fiat currency are not from illegal activities. Bitrichex International may discretionarily or in coordination with local law enforcement authorities seize, restrict or close-out your account, fiat currency and digital assets.

## **8. PRIVACY POLICY**

Bitrichex International respects the privacy of its users. The Bitrichex International Privacy Policy, available separately, describes how Bitrichex International collects, stores, discloses and uses information that pertains to Your privacy. You consent to Bitrichex International’s use of your information under the terms of the Bitrichex International’s Privacy Policy.



Bitrichex International's users' information in these Terms means information that is in compliance with laws and regulations and conforms to the following scopes :

- I. Information provided to Bitrichex International by users during account creation ;
- II. Automatically recorded information (including but not limited to IP address, cookies, browsing history, etc.) while users accessing the Services through website and mobile apps ;
- III. Information legally acquired from business partners ;
- IV. Information acquired through other legal channels.

## **9. INDEMNITY**

You shall indemnify Bitrichex International and our agents (if any), employees, officers, directors, affiliates, subsidiaries and successors, and hold them harmless from and against all third-party claims except those resulting solely from Bitrichex International's breach of these Terms. Similarly, Bitrichex International shall indemnify and hold harmless you and your agents, employees, officers, directors, affiliates, subsidiaries and successors from and against all third-party claims except those resulting solely from your breach of these Terms.

## **10. REFUSAL TO GUARANTEE AND DISCLAIMER**

- A. Bitrichex International network, as a third party platform for "network service provider", does not guarantee the information and services provided in this the site platform can fully meet the needs of users. Bitrichex International.com shall not be liable for errors, insults, defamation, nonfeasance, obscenity, pornography, or blasphemy that may occur during the process of acceptance of the Bitrichex International web service..
- B. Based on the special nature of the Internet, Bitrichex International network does not guarantee that the service will not be interrupted, and the timeliness of the service, security are also not guaranteed, and Bitrichex International network do not bear the responsibility which is not caused by Bitrichex International network.
- C. Bitrichex International network tries to provide a safety network environment to the users, however, Bitrichex International network does not guarantee that the site or its servers are free of viruses or other potentially harmful factors; therefore, the user should use the industries recognized software to check and kill any virus in the files downloaded from Bitrichex International network.
- D. Bitrichex International network is not responsible for the failure of preservation, modification, deletion or storage of the information released by the user. Nor will Bitrichex International network be liable for the typographical errors, negligence, etc. not intentionally caused by Bitrichex International network.



- E. Bitrichex International net has the right but no obligation to improve or correct any omission, error of any part of this site.
- F. Unless the Bitrichex International network is expressly agreed in writing, the Bitrichex International Network shall not guarantee the accuracy, completeness, reliability of any content, such as, but not limited to, advertising from the Site in any manner (including but not limited to, containing, connecting, by way of, or downloading) from the Site; Bitrichex International network is not responsible for any products, services, information or materials purchased or obtained by the user according to the content information on this website. The user bears the risk of using the content of this website.
- G. The user comments published by users in Bitrichex International network, are only on behalf of the users personal point of view. It does not mean that this site agrees with their views or confirm their description. This site does not bear any legal responsibility caused by any user comments.
- H. Bitrichex International has the right to delete all types of information which does not meet the requirements of the laws or agreement, and Bitrichex International retains the right not to inform the user.
- I. In regards to notices issued to the users, Bitrichex International will deliver these notices through a formal page announcement, station letter, e-mail, customer service phone call, SMS or regular mail delivery. Bitrichex International network does not bear any legal responsibility for any winning, discount activities or information which are delivered not by above channels.
- J. Bitrichex International has the right to adjust the recharge, commission, transaction and other fees according to market conditions, and have the right to decide the termination of the free promotion period.

## **11. APPLICABLE LAW AND VENUE**

These Terms and your use of the Services will be governed by and construed in accordance with the laws of Hong Kong. You agree that any action at law pursued by you and arising out of or relating to these Terms not subject to arbitration (as set forth below) will be filed only in the People's Court where Bitrichex International locates and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such court over any suit, action or proceeding arising out of these Terms.

## **12. ARBITRATION**

You and Bitrichex International agree to arbitrate any dispute arising from these Terms or relating to the Services, except that you and Bitrichex International are not required



to arbitrate any dispute in which either party seeks other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT. You and Bitrichex International agree that you will notify each other of any dispute within thirty (30) days of when it arises, that you will attempt informal resolution prior to any demand for arbitration, that any arbitration will occur in Beijing and that arbitration will be conducted confidentially by a single arbitrator. You and Bitrichex International also agree that the People's Court where Bitrichex International locates has exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. In any arbitration, the parties will not seek discovery from each other, and the arbitrator shall not allow parties to engage in discovery; rather, each party shall disclose the evidence supporting their positions at some mutually agreeable time and date prior to the final hearing. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by these Terms. You also agree not to participate in claims brought in by a private attorney general or representative capacity, or consolidated claims involving another person, if Bitrichex International is a party to the proceeding. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then that language shall be deemed to have been dropped from these Terms and the remaining obligations relating to arbitration shall continue in full force and effect.

### **13. SEPARABILITY**

If any provision of this Agreement is deemed to be unlawful, invalid or unenforceable for any reason, such provision shall be deemed to be divisible and shall not affect the legal effect of any other provision.

### **14. COMPLAINTS**

If you have any complaints, feedback or questions, please contact our Customer Service at [support@Bitrichex.com](mailto:support@Bitrichex.com) When you contact us please provide us with your name and email address and any other information we may need to identify you, and the transaction on which you have feedback, questions, or complaints.



**15. OTHER TERMS**

These Terms set forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto. No term or condition of any other document provided to Bitrichex International which is different from, inconsistent with, or in addition to the terms and conditions set forth herein will be binding upon Bitrichex International. You represent and warrant that all information disclosed to Bitrichex International in connection with these Terms are true, accurate and complete.

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