

BTCEN BLOCKCHAIN TECHNOLOGIES TERMS OF SERVICE

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INTRODUCTION

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By using the Services, you represent and warrant that you:

- If you are under thirteen (13) years of age, you are not authorized to use the Website. In addition, if you are under eighteen (18) years of age, you may use the Website, only with the approval of your parent or guardian.
- are not barred to use the Services under any applicable law;
- are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services, including but not limited to Syria, Sudan, Crimea, North Korea, Iran, or Cuba;
- are not identified as a “Specially Designated National” by the U.S. Department of the Treasury Office of Foreign Assets Control (“OFAC”) or placed on the U.S. Department of Commerce’s Denied Persons List;

- are either (a) using the Services only for your own personal use or (b) using the Services for another entity with authorization from such entity, and you have authority to agree to and do agree to these Terms of Service on behalf of such entity; and
- you will comply with these Terms of Service and all applicable local, state, national, and international laws, rules, and regulations in your usage of the Services.

If you do not meet all of these requirements, you must not access or use the Services.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

You understand and agree that we have no control over, and no duty to take any action regarding: Failures, disruptions, errors, or delays in processing Virtual Currency that you may experience while using the Services; The risk of failure of hardware, software, and Internet connections;

The risk of malicious software being introduced or found in the software underlying btcen.io; The risk that third parties may obtain unauthorized access to information stored within your Wallet, including, but not limited to your Wallet address, private key, and mnemonic (backup) phrase; and The risk of unknown vulnerabilities in or unanticipated changes to the BNB Networks. You release us from all liability related to any losses, damages, or claims arising from: (a) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped Virtual Currency addresses; (b) server failure or data loss; (c) unauthorized access to the btcen.io application; (d) bugs or other errors in the btcen.io software; and (e) any unauthorized third party activities, including, but not limited to, the use of viruses, phishing, brute forcing, or other means of attack against btcen.io.

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You agree that you are responsible for your own use of the Website, for any Submission you make, and for any consequences thereof. You agree that you will use the Website in compliance with all applicable local, state, national, and international laws, rules and regulations, including, but not limited to, any laws regarding the transmission of technical data exported from your country of residence and all United States export control law.

To provide a forum where ideas can be shared between Developers in a productive and safe environment, you agree NOT to:

Post any private information, or otherwise harvest, collect or disclose information, about another person without his or her express consent;

Post any content to the Website that is unlawful, racist, hateful, libelous, defamatory, obscene, or that intentionally discriminates against or harasses particular individuals or groups;

Post any content to the Website that infringes any third party's intellectual property or other rights;

Use the Website for any unlawful purpose, or transmit or otherwise make available in connection with the Website any material that would give rise to criminal or civil liability;

Use the Website for unauthorized (in the Company's sole discretion) advertisements, chain letters, spam, survey solicitations, junk mail or solicitations;

Impersonate any person or entity, including any Company employees, or falsely state or otherwise misrepresent your affiliation with any person or entity;

Imply that the Company endorses any of your statements or positions;

Take any action that imposes an unreasonable burden on the Website's server;

Use any device, software, routine or other means to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on the Website,

Attempt to decipher, decompile, disassemble or reverse-engineer any of the software comprising or making up the Website; and/or

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(a) publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libellous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;

(b) display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;

(c) interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use or enjoyment of this Website;

(d) violate any applicable laws or regulations;

(e) use this Website or links on this Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using this Website or links on this Website or that could damage, disable, overburden or impair the functioning of this

Website or our servers or any networks connected to any of our servers in any manner;

(f) create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of this Website or an BTCEN representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;

(g) mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;

(h) disguise the origin of any material transmitted through the services provided by this Website (whether by forging message/packet headers or otherwise manipulating normal identification information);

(i) violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;

(j) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;

(k) send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorised advertising or promotional material;

(l) access any content, area or functionality of this Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this Website;

(m) obtain unauthorised access to or interfere with the performance of the servers which host this Website or provide the services on this Website or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;

(n) attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;

(o) obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website or its services;

(p) harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;

(q) use any part of this Website other than for its intended purpose; or

(r) use this Website to engage in or promote any activity that violates these terms.

REGULATORY ACKNOWLEDGEMENTS

You acknowledge the following:

BTCEN Blockchain Technologies does not offer securities-related services in the United States or to U.S. persons and is not registered with the U.S. Securities and Exchange Commission;

BTCEN does not hold custody of any user's private keys, lumens, or any other funds;

BTCEN is not a money transmitter and does not convert or transmit lumens or any other thing of value on anyone's behalf; and

BTCEN does not provide investment, financial, tax, or legal advice. The information and applications provided in connection with the Services does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and should not be treated by any user as such. BTCEN makes no recommendation and does not provide any advice about the fiat value of lumens or any other digital currency

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BTCEN Blockchain Technologies shall have no liability for any failure or delay resulting from any abnormal or unforeseeable circumstances outside our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, including without limitation governmental action or acts of terrorism, earthquake, fire, flood, or other acts of God, labor conditions, delays or failures caused by problems with another system or network, mechanical breakdown or data-processing failures or where we are bound by other legal obligations.

THIRD PARTY SERVICES

The Products may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of the Company and the Company is not responsible for the

contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site or any association with its operators. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Certain services made available via the Products are delivered by third party sites and organizations. By using any product, service or functionality originating from the Products domain, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of Products users and customers.

INDEMNITY

To the fullest extent permitted by law, you are responsible for your use of the Site and Services, and you will defend and indemnify BTCEN and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "Btcen Entities") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Site or Services; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party; provided, however, that the indemnity provided in this paragraph WILL not extend to any claims or related liabilities, losses, damages or expenses under the HOLLAND or state securities laws. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

Service Interruptions and other Contingencies Disclaimer

Use of the Site and Services is made available at Btcen's sole discretion and, as described above, provided "as is" and on an "as available" basis. Certain features and information provided as a result thereof may be subject to various factors ("Contingencies") that impact the features' speed, availability, accuracy, and/or functionality. Such factors may include: network congestion (including congestion on the Binance blockchain/BEP), failures in block propagation, corrupted blockchain

data and/ or chain splits, network downtime, information from “uncle” blocks, exchange rate volatility, software bugs or other issues relating to the Site or Services, other “force majeure” conditions beyond Btcen’s control, and so on.

“Force majeure” conditions include, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics, epidemics, and public health crises; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions, and so on. Notwithstanding the foregoing, in the event of such an occurrence, Btcen agrees to make a good faith effort to continue its site and services and/or resume services as soon as is reasonably possible.

Such Contingencies may at times result in interruption of services, presentation of data that is faulty or inaccurate during the time that such Contingency affects the services, slower service speed, unavailability or downtime of service(s), interruptions in blockchain data flow, and other technical interruptions and malfunctions. In some cases such Contingencies could result in loss of user funds or trading opportunities.

Your purchase or use of any Btcen Services expressly acknowledges the possibility of these Contingencies and, by agreeing to use any of these services, you agree to solely assume the risk of any such Contingencies and to indemnify and hold harmless Btcen, and/or its affiliates, from any losses associated with any such Contingencies.

GOVERNING LAW; VENUE

The laws of Holland shall govern these Terms. Except as otherwise required by local law, any dispute between you and BTCEN Blockchain Technologies related in any way to, or arising in any way from, our Services or these Terms (“Dispute”) shall be finally settled in the legal proceeding of Gelderland District Court. Any litigations shall take place in Holland/ Gelderland.

DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You agree that any claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) shall first be discussed informally with us for at least 30 days. Then, if the Dispute is not settled, it will be referred to and finally resolved by the International Commercial Arbitration Court under the European Arbitration

Chamber (Holland, Amsterdam) according to the Rules of this ICAC, which, as a result of referring to it, is considered as the part of this clause. The number of arbitrators shall be 2. The seat, or legal place, of arbitration shall be Gelderland, Holland. The language of the proceedings shall be English. The governing law of the contract shall be the substantive law of Holland .It is understood that informal discussions and arbitration will not apply for any Dispute related to intellectual property infringement or data privacy breach.

Any Dispute arising out from or in connection with these Terms are personal to you and you will not be able to engage with any third party as a plaintiff or class member for the purposes of bringing a joint action against us with any other third parties in connection with these Terms.You hereby agree to waive any right to participate as a member of a class in a class action or similar proceeding.

Any mediation and arbitration brought by any party in connection with these Terms shall take place in Gelderland, Holland and shall be conducted in English.

Users can also contact the online dispute resolution service of the European Commission at the following address: <https://ec.europa.eu/consumers/odr>

LANGUAGE OF THE TERMS

The Terms have been prepared in multiple languages. In case of any discrepancies, the English version shall prevail.

CONSENT TO ELECTRONIC COMMUNICATIONS

By using the Site, you consent to receiving certain electronic communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

CONTACT INFORMATION

You may contact us by sending correspondence to that address or by emailing us at support@btcen.io.