

## **T e r m s   a n d   C o n d i t i o n s**

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING THE "CREATE ACCOUNT" BUTTON OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE.

MAGEXBIT is a modern, safe Trading Platform for accessing cryptocurrency exchange markets with very simple interface and low trading fees. Our own API is easy-to-use, supplied with an instructional manual.

### **Our Services**

MAGEXBIT Exchange is a service for sale and purchase of cryptocurrencies for cryptocurrencies and for fiat money with large variety of trading tools; bots trading and arbitrage is also available and allowed. Our Customers may exchange, buy, sell, play on the rates fluctuations and make profits – same as at conventional exchanges. Except here they are dealing with a new type of money – cryptocurrencies, which gives more room for maneuver and higher potential profit.

### **Eligibility and Acceptable Use**

You must meet certain eligibility criteria to use MAGEXBIT Exchange. For instance, you must be an adult and there are certain locations from which you may not be able to use some or all of MAGEXBIT Exchange. Additionally, there are certain things you cannot do when using MAGEXBIT Exchange, such as engage in illegal activities, lie, or do anything that would cause damage to our services or systems.

### **1. Complete Terms of Service**

These Terms of Service and any terms expressly incorporated herein ("Terms") apply to your access to and use of the websites and mobile applications provided by MAGEXBIT Exchange, and its wholly owned subsidiaries (collectively, "MAGEXBIT Exchange", "we", or "us"), and the trading and direct sale services provided by MAGEXBIT Exchange as described in these Terms (collectively, our "Services").

### **Eligibility**

MAGEXBIT Exchange may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain Canada states or foreign jurisdictions ("Restricted Locations"). If you are registering to use the Services on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf.

You further represent and warrant that you: (a) are of legal age to form a binding contract (at least 18 years old in Canada.); (b) have not previously been suspended or removed from using our Services; (c) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party; (d) are not located in, under the control of, or a national or resident of (i) any Restricted Locations, or (ii) any country to which the Canadian has embargoed goods or services; (e) are not identified as a "Specially Designated National;" (f) are not placed on the Commerce Department's Denied Persons List; and (g) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms.

## **2. Trading Platform**

The Platform enables the Buyer to post offers for purchase of Cryptocurrency, and enables the Seller to post offers for sale of Cryptocurrency. The price of buy or sell of Cryptocurrency is determined by the Customer at his/her own discretion. The Customer acknowledges that her/his offers should be submitted only after careful consideration, and offers, once submitted by the Customer, shall be considered as available for sale or purchase of Cryptocurrency to the other Customers. The Seller and the Buyer agree, that as soon as their offers match, the transaction is binding and cannot be revoked. The transaction for a purchase of Cryptocurrency shall be completed instantly and without notice to the Seller and the Buyer, and should be considered as effected at the moment when it was actually executed.

Acting as the Buyer or the Seller in a transaction for sale or purchase of Cryptocurrency, the Customer acknowledges, that she/he loses the right to cancel the offer after the prices matched and the transaction was automatically executed.

Once the Buyer's and the Seller's offers match, the Service gains an exclusive right to execute the transaction in the amount corresponding to the price specified in the transaction, net of commission fee.

The funds contributed by the Customer as bets in the game or as fee for voting in favor of certain coins in the ballot are final and non-refundable in any case.

If the funds deposit is arranged in breach of the current rules, specified in the deposit forms of each cryptocurrency or fiat money, the funds are considered as lost irrevocably and not subject to compensation.

If the funds withdrawal is arranged in breach of the current rules specified in the withdrawal forms of each cryptocurrency or fiat money, or sent to the wrong addresses, including non-existent or invalid addresses, the funds are considered irrevocably lost and not subject to compensation. If the funds deposit and withdrawals, processed through API, are arranged in breach of rules of deposit and withdrawals, specified in the appropriate forms of deposit and withdrawal, the funds are considered irrevocably lost and not subject to compensation. The Customer commits, prior to using the API, to review the rules of deposit and withdrawal of the relevant asset.

## **Responsibilities of the Service**

The Customer acknowledges and agrees that in effecting transactions she/he is trading with other Customers, and acknowledges that the Service acts solely as an intermediary in such transactions, not a counterparty. Consequently, Customer bears full responsibility for compliance with all laws and regulations related to the transactions.

## **Magexbit Exchange Account**

3.1 Number of MAGEXBIT Exchange Accounts. MAGEXBIT Exchange may, in its sole discretion, limit the number of MAGEXBIT Exchange Accounts that you may hold, maintain or acquire.

3.2 MAGEXBIT Exchange Account information and security. In order to engage in any trades via the Services, you must create a MAGEXBIT Exchange Account and provide any requested information. When you create a MAGEXBIT Exchange Account, you agree to: (a) create a strong password that you do not use for any other website or online service; (b) provide accurate and truthful information; (c) maintain and promptly update your MAGEXBIT Exchange Account information; (d) maintain the security of your MAGEXBIT Exchange Account by protecting your password and restricting access to your MAGEXBIT Exchange Account; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your MAGEXBIT Exchange Account; and (f) take responsibility for all activities that occur under your MAGEXBIT Exchange Account and accept all risks of any authorized or unauthorized access to your MAGEXBIT Exchange Account, to the maximum extent permitted by law.

## **Trading Risks**

The trading of goods and products, real or virtual, as well as virtual currencies involves significant risks. Prices can fluctuate on any given day. Due to such price fluctuations, you may increase or lose value in your assets at any given moment. Any currency, virtual or not, may be subject to large shifts in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling or trading anything on a market.

Digital Currency trading also has special risks not generally shared with official currencies or goods or commodities in a market. Unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver, Digital Currency is a unique kind of “fiat” currency, backed by technology and trust. There is no central bank that can take corrective measures to protect the value of the Digital Currency in a crisis or issue more currency.

Instead, Digital Currency is an autonomous and largely unregulated worldwide system of currency firms and individuals. Traders put their trust in a digital, decentralized and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity.

Digital Currency trading is probably susceptible to irrational (or rational) bubbles or loss of confidence, which could collapse demand relative to supply. For example, confidence in Digital

Currency might collapse as a result of unexpected changes imposed by software developers or others, a government crackdown, the creation of superior competing alternative currencies, or a deflationary or inflationary spiral. Confidence might also collapse because of technical problems, for example, if the anonymity of the system is compromised, if money is lost or stolen, or if hackers or governments are able to prevent transactions from settling.

The abovementioned is not a closed list, there may be additional risks that we have not foreseen or identified in our Terms of Use.

You should carefully assess whether your financial standing and tolerance for risk are suitable for buying, selling or trading Digital Currency.

MAGEXBIT Exchange uses banking providers in order to receive your funds and to make payments. Our banking providers do not transfer Digital Currency, exchange Digital Currency, or provide any services in connection with Digital Currency.

MAGEXBIT EXCHANGE DOES NOT GUARANTEE ANY PROFIT FROM TRADING OR ANY OTHER ACTIVITY ASSOCIATED WITH THE SITE. IN LIGHT OF THE RISKS ABOVEMENTIONED, WHICH ARE NOT A COMPREHENSIVE LIST, YOU SHOULD CAREFULLY CONSIDER IF HOLDING DIGITAL CURRENCY IS SUITABLE FOR YOU DEPENDING ON YOUR FINANCIAL CIRCUMSTANCES.

## **General Obligations**

This Section 5 applies to: (i) all trades completed via the Services, (ii) your purchase and/or sale of Digital Assets directly from MAGEXBIT Exchange via the Services, and (iii) any transaction in which you load Funds into your MAGEXBIT Exchange Account from your External Account or push Funds from your MAGEXBIT Exchange Account into an External Account.

5.1 Conditions and Restrictions. We may, at any time and in our sole discretion, refuse any trade submitted via the Services, impose limits on the trade amount permitted via the Services or impose any other conditions or restrictions upon your use of the Services without prior notice. For example, we may limit the number of open orders that you may establish via the Services or we may restrict trades from certain locations.

5.2 Accuracy of Information. You must provide any information required when creating a MAGEXBIT Exchange Account or when prompted by any screen displayed within the Services. You represent and warrant that any information you provide via the Services is accurate and complete.

5.3 Cancellations. you may only cancel an order initiated via the Services if such cancellation occurs before MAGEXBIT Exchange executes the transaction. Once your order has been executed, you may not change, withdraw or cancel your authorization for MAGEXBIT Exchange to complete such transaction. If an order has been partially filled, you may cancel the unfilled remainder unless the order relates to a market trade. We reserve the right to refuse any cancellation request associated with a market order once you have submitted such order. In

contrast to exchange orders, all trades are irreversible once initiated. While we may, at our sole discretion, reverse a trade under certain extraordinary conditions, a customer does not have a right to a reversal of a trade.

**5.4 Insufficient Funds.** If you have an insufficient amount of Funds in your MAGEXBIT Exchange Account to complete an order via the Services, we may cancel the entire order or may fulfill a partial order using the amount of Funds currently available in your MAGEXBIT Exchange Account, less any fees owed to MAGEXBIT Exchange in connection with our execution of the trade (as described in Section 9 below).

**5.5 Taxes.** It is your responsibility to determine what, if any, taxes apply to the trades you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that MAGEXBIT Exchange is not responsible for determining whether taxes apply to your trades or for collecting, reporting, withholding or remitting any taxes arising from any trades.

## **Magexbit Exchange Account Funds**

**6.1 Funding your MAGEXBIT Exchange Account.** In order to complete an order or trade via the Services (as described in Section 7), you must first load Funds to your MAGEXBIT Exchange Account using one of the approved External Accounts identified via the Services. You may be required to verify that you control the External Account that you use to load Funds to your MAGEXBIT Exchange Account. As further described in Section 9, you may be charged fees by the External Account you use to fund your MAGEXBIT Exchange Account. MAGEXBIT Exchange is not responsible for any External Account fees or for the management and security of any External Account. You are solely responsible for your use of any External Account, and you agree to comply with all terms and conditions applicable to any External Account. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and MAGEXBIT Exchange makes no guarantee regarding the amount of time it may take to load Funds into your MAGEXBIT Exchange Account.

**About Funds Held In Your MAGEXBIT Exchange Account -** Be advised that fiat funds held in your MAGEXBIT Exchange account are exclusively for the purchase of Digital Assets or withdrawal to your approved External Account. Proceeds from the sale of Digital Assets will be credited to your fiat account, less any transactional or other fees. Furthermore, be advised that MAGEXBIT Exchange does not pay interest on free fiat balances held in your account.

**Digital Assets Only Accounts -** If you have opened a MAGEXBIT Exchange Account designated as Digital Assets Only, you may only fund your account with digital assets. MAGEXBIT Exchange will not accept fiat to fund a Digital Assets Only Account. If fiat is transmitted to fund such an account, it will be returned to the sender, less applicable transfer fees.

**6.2 Digital Assets Only Accounts -** If your MAGEXBIT Exchange Account is designated as Digital Assets Only, you may only withdraw digital assets from your account to another account

eligible to receive digital assets. MAGEXBIT Exchange will not accept instructions to transmit fiat from such an account.

6.3 Load/Push Authorization. When you request that we load Funds into your MAGEXBIT Exchange Account from your External Account or request that we push Funds to your External Account from your MAGEXBIT Exchange Account, you authorize MAGEXBIT Exchange to execute such transaction via the Services.

6.4 Rejected Transactions. In some cases, the External Account may reject your Funds or may otherwise be unavailable. You agree that you will not hold MAGEXBIT Exchange liable for any damages resulting from such rejected transactions.

## **Exchange Orders and Trades**

This Section applies only when you use the Services to trade Digital Assets for Legal Tender or vice versa, or to trade Digital Assets for another form of Digital Assets. MAGEXBIT Exchange does not purchase, sell, or exchange any Digital Assets on its own behalf.

7.1 Authorization. When you submit a new order via the Services, you authorize MAGEXBIT Exchange to execute a transaction in accordance with such order on a spot basis and charge you any applicable fees (as described in Section 10 below).

7.2 Independent relationship. You acknowledge and agree that: (a) MAGEXBIT Exchange is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to you by MAGEXBIT Exchange shall be considered or construed as advice.

7.3 Trade confirmation. Once the Services execute your trade, a confirmation will be electronically made available via the Services detailing the particulars of the trade. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such trade.

7.4 Market rates. If you select a market trade, MAGEXBIT Exchange will attempt, on a commercially reasonable basis, to execute the trade on or close to the prevailing market exchange rate, as defined via the Services. You acknowledge and agree that the exchange rate information made available via our Services may differ from prevailing exchange rates made available via other sources outside of the Services.

7.5 Market volatility. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Digital Assets or Legal Tender, the actual market rate at which a market order or trade is executed may be different from the prevailing rate indicated via the Services at the time of your order or trade. You understand that we are not liable for any such price fluctuations. In the event of a market disruption or Force Majeure event (as defined in Section 24), MAGEXBIT Exchange may do one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any actions via the Services, including closing

any open positions. Following any such event, when trading resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

7.6 Trade Settlement. Subject to the terms and conditions in these Terms, we will use commercially reasonable efforts to settle trades on a spot basis within two (2) days of the date upon which users have agreed to execute a trade via the Services.

7.7 Margin Trades.

You agree to maintain in your MAGEXBIT Exchange Account a sufficient amount of Funds to meet any minimum balance requirements imposed by MAGEXBIT Exchange for users to engage in margin trades. You acknowledge that if you do not have sufficient Funds to meet such minimum balance requirements, that MAGEXBIT Exchange may automatically close some or all of your open positions without notice. MAGEXBIT Exchange may modify such minimum balance requirements from time to time, in its sole discretion. If your margin account balance becomes negative, you agree to pay the amount of Funds owed to MAGEXBIT Exchange within 48 hours. You may not trade on a negative margin account.

## **Risk Disclosure**

8.1 Trading risks. You acknowledge and agree that you shall access and use the Services at your own risk. The risk of loss in trading Digital Asset pairs and Digital Asset and Legal Tender pairs can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. You should be aware of the following points:

You may sustain a total loss of the Funds in your MAGEXBIT Exchange Account, and, in some cases, you may incur losses beyond such Funds. If the market moves against your position, you may be called upon by us to provide a substantial amount of additional margin Funds, on short notice, in order to maintain your position. If you do not provide the required Funds within the time required by us, your position may be liquidated at a loss, and you will be liable for any resulting deficit in your MAGEXBIT Exchange Account.

Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit ("limit move"), if there is insufficient liquidity in the market.

Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.

All Digital Asset positions involve risk, and a "spread" position may not be less risky than an outright "long" or "short" position.

The use of leverage can work against you as well as for you and can lead to large losses as well as gains.

ALL OF THE POINTS NOTED ABOVE APPLY TO ALL DIGITAL ASSET PAIR AND DIGITAL ASSET AND LEGAL TENDER PAIR TRADING. THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS ASSOCIATED WITH THESE TRADES.

8.2 Internet transmission risks. You acknowledge that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that MAGEXBIT Exchange shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading via the Services, howsoever caused.

### **Digital Asset Terms of Sale**

This Section applies only when you use the Services to purchase or sell Digital Assets directly from MAGEXBIT Exchange, a service available in limited jurisdictions only.

9.1 Prices; Availability. All prices reflect the exchange rates applicable to the purchase or sale of Digital Assets using the Legal Tender or alternative form of Digital Assets identified in your purchase order. All Digital Asset sales and purchases by MAGEXBIT Exchange are subject to availability, and we reserve the right to discontinue the sale and purchase of Digital Assets without notice.

9.2 Purchase Quotes. Prior to completing your purchase or sale of Digital Assets from MAGEXBIT Exchange, we will provide notice of the amount of Digital Assets you intend to purchase or sell and the amount of Funds you will be required to pay to MAGEXBIT Exchange to receive such Digital Assets or Legal Tender. You agree to comply with any terms and conditions provided within such notice to complete your purchase transaction.

9.3 Errors. In the event of an error, whether via our Services, in a purchase order confirmation, in processing your purchase, or otherwise, we reserve the right to correct such error and revise your purchase transaction accordingly (including charging the correct price) or to cancel the purchase and refund any amount received. Your sole remedy in the event of an error is to cancel your purchase order and obtain a refund of any amount charged.

9.4 Payment Method. Only valid payment methods specified by us may be used to purchase Digital Assets. By placing an order to purchase Digital Assets from MAGEXBIT Exchange, you represent and warrant that (a) you are authorized to use the designated payment method and (b) you authorize us, or our payment processor, to charge your designated payment method. If the payment method you designate cannot be verified, is invalid or is otherwise not acceptable, your purchase order may be suspended or cancelled automatically. You agree to resolve any problems we encounter in order to proceed with your purchase order.

9.5 No Returns or Refunds. All sales and purchases of Digital Assets by MAGEXBIT Exchange via the Services are final. We do not accept any returns or provide refunds for your purchase of Digital Assets from MAGEXBIT Exchange, except as otherwise provided in these Terms.

## **Fees**

10.1 Amount of Fees. You agree to pay MAGEXBIT Exchange the fees for trades completed via our Services ("Fees") as made available on the site ("Fee"), which we may change from time to time. Changes to the Fee are effective as of the effective date indicated in the posting of the revised Fee to the Services, and will apply prospectively to any trades that take place following the effective date of such revised Fee.

10.2 Third-Party Fees. In addition to the Fees, your External Account may impose fees in connection with your use of your designated External Account via the Services. Any fees imposed by your External Account provider will not be reflected on the transaction screens containing information regarding applicable Fees. You are solely responsible for paying any fees imposed by an External Account provider.

10.3 Payment of Fees. You authorize us, or our designated payment processor, to charge or deduct your MAGEXBIT Exchange Account Funds for any applicable Fees owed in connection with trades you complete via the Services.

## **Registration and Accounts - Developers**

In order to access and use the Services as a Developer, you must create an account with MAGEXBIT Exchange (an "Account"). You agree to:

1. provide accurate, current and complete information when creating the account;
2. only provide Content that you have a right to provide to MAGEXBIT Exchange and allow MAGEXBIT Exchange to display through the Services;
3. only provide Content you have adequate rights to, including all copyrights, trademarks, trade secrets, intellectual property or other material provided by you for display by MAGEXBIT Exchange, and that you understand that any other Content you find on or through MAGEXBIT Exchange is the sole responsibility of the person who originated such Content;
4. maintain and promptly update your Account information to keep it accurate, complete, and current;
5. maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer;
6. take responsibility for all activities that occur under your Account and accept all risks of unauthorized access;
7. take responsibility for your Content which may be republished and if you do not have the right to submit said Content for such use, it may subject you to liability, and that

MAGEXBIT Exchange will not be responsible or liable for any use of your Content by MAGEXBIT Exchange in accordance with these Terms; and

8. Conduct yourself in a professional manner in all your interactions with MAGEXBIT Exchange and with any other MAGEXBIT Exchange users.

### **Account Security**

We reserve the right to withdraw or amend MAGEXBIT Exchange, and any Service or material we provide on MAGEXBIT Exchange, in our sole discretion without notice. We will not be liable if for any reason all or any part of MAGEXBIT Exchange is unavailable at any time or for any period. From time to time, we may restrict access to users to some parts of MAGEXBIT Exchange, to certain Accounts or the whole of MAGEXBIT Exchange, including registered users.

You are responsible for:

- Ensuring that all persons who access MAGEXBIT Exchange through your internet connection are aware of these Terms and comply with them.
- Maintaining and promptly update your Account information.
- Maintaining the security of your Account by protecting your password and restricting access to your Account.
- All activities that occur under your Account and you accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.
- If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity.

You also acknowledge that your account is personal to you and agree not to provide any other person with access to MAGEXBIT Exchange or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security you may discover or otherwise suspect. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms. MAGEXBIT Exchange may, in its sole discretion, limit the number of Accounts that you may hold, maintain or acquire.

### **Privileges of Global Partners**

Global Partners help promoting our ecosystem and spreading our beliefs to the world. In the meantime, you can enjoy:

- A fair amount of reward from 30%-80% based on trading fees (see “reward schedule” below for details);
- A certificate of honor from us. You will be publicly recognized on our website if you made enough contribution;
- Being the first to participate in our offline events and get other privileges;
- Being the first to try out our new products, to participate feedback discussions and receive benefits;
- Taking part in competitions and campaigns such as contribution rankings, influence rankings to win big prizes.

### **No Offer**

These Terms do not constitute an offer or solicitation to sell securities. No information presented is intended to form the basis for any investment decision, and no specific recommendations are intended. Accordingly, these Terms do not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. These Terms do not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities.

### **No Advice**

MAGEXBIT Exchange is not acting and cannot act as an advisor, including as to any financial, legal, investment, insurance and/or tax matters. Any information provided by MAGEXBIT Exchange is for general information only. You are solely responsible for determining whether any contemplated transaction is appropriate for you.

The information presented on or through the MAGEXBIT Exchange is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the MAGEXBIT Exchange, or by anyone who may be informed of any of its contents.

MAGEXBIT Exchange may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

By applying to MAGEXBIT Trading Platform, the developer or an official representative of an asset agrees to report all technical issues with cryptocurrency, node, block explorer, etc., In case of loss of the clients' funds due to forks or technical issues with blockchain or node, the developer bears full responsibility for the damage.

## **Electronic Notices**

11.1 Consent to Electronic Delivery. You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that MAGEXBIT Exchange provides in connection with your MAGEXBIT Exchange Account and/or use of the MAGEXBIT Exchange Services. You agree that MAGEXBIT Exchange may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact us through our support email.

11.2 Withdrawal of Consent. You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support by email. If you decline or withdraw consent to receive electronic Communications, MAGEXBIT Exchange may suspend or terminate your use of the Services.

## **Unclaimed Property**

If for any reason MAGEXBIT Exchange is holding Funds in your MAGEXBIT Exchange Account on your behalf, and MAGEXBIT Exchange is unable to return your Funds to your designated External Account after a period of inactivity, then MAGEXBIT Exchange may report and remit such Funds in accordance with applicable state unclaimed property laws.

### **Intellectual Property Rights**

All intellectual property on this site, including without limitation any trademarks, text, graphics and copyright, is owned by us or our content suppliers. We are the exclusive owner of all rights in the compilation, design and layout of this site.

### **Right to Use Site and Content**

You may use this site only for the purposes for which it is provided. You must not use this site for fraudulent or other unlawful activity or otherwise do anything to damage or disrupt this site. Multiple accounts for the purpose of defrauding, circumventing bans, soliciting or abusing MAGEXBIT Exchange. services will result in immediate termination of all related accounts, including seizure of all on-site digital property. Threats towards MAGEXBIT Exchange, MAGEXBIT Exchange. Staff will result in immediate termination of all related accounts, including seizure of all on-site digital property. You may reproduce, copy and distribute the content of this site provided you only use that content for informational, non-commercial purposes and any reproduction includes a prominent acknowledgement of the Company's rights in the relevant content. You may not reproduce, copy or distribute the content on this site for any other purpose or in any other way without the Company's prior written consent. If you wish to link to any part of this site, you must get the Company's prior written consent.

### **Your Information**

Please ensure that any information that you provide when creating an account with us on this site is correct, complete and up-to-date and please advise us as soon as possible if any of this information changes or you become aware of any inaccuracy in the information you have provided. If you are providing information about a person other than yourself, you warrant that you are authorized by that person to provide that information. You are responsible for maintaining the confidentiality of your account and password and for preventing unauthorized access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that your password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner.

### **Content**

We endeavor to ensure that any content will be current, accurate or complete when you access it. However, we will take steps to correct any error or inaccuracy in any content which is brought to our attention within a reasonable timeframe. This site may from time to time contain content provided by third parties and links to third party sites. This is provided for your convenience only and we are not responsible for any third party content on our site or any site to which our site contains links. The inclusion of any such content or link does not imply our endorsement or

approval of any linked website or any association with its owners or operators. You must make your own assessment of the suitability of the content for your own purposes. You are solely responsible for the actions you take in reliance on the content on, or accessed through, this site. We may change the content on this site at any time without prior notice.

### **Force Majeure**

We will not be responsible for any delay or failure to comply with our obligations under these terms of sale if the delay or failure arises from any cause which was beyond our reasonable control. This does not affect any of your statutory rights.

### **Disclaimer.**

THE SERVICES, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN OR PROVIDED THROUGH THE WEBSITE OR SERVICES, ARE PROVIDED “AS IS” WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE AND SERVICES AND ANY TRANSACTIONS OR INFORMATION RECEIVED THROUGH THEM.

MAGEXBIT EXCHANGE DOES NOT WARRANT THE QUALITY, VALIDITY, ACCURACY OR COMPLETENESS OF INFORMATION OR THAT THE FUNCTIONS CONTAINED ON THE WEBSITE OR OFFERED IN CONNECTION WITH THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS OR INACCURACIES WILL BE CORRECTED. MAGEXBIT EXCHANGE MAKES NO COMMITMENT TO UPDATE ITS SERVICES OR TO MAKE ANY NOTIFICATION OF CHANGES. INFORMATION PUBLISHED BY MAGEXBIT EXCHANGE OR PROVIDED IN CONNECTION WITH THE SERVICES MAY REFER TO PRODUCTS, PROGRAMS OR SERVICES THAT ARE NOT AVAILABLE.

### **Limitation of Liability.**

MAGEXBIT EXCHANGE IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY MEMBERS. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, MAGEXBIT EXCHANGE AND ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE OR SERVICES, YOUR ACCOUNT, OR ANY INFORMATION RECEIVED OR PUBLISHED IN CONNECTION WITH ANY OF THE WEBSITE OR SERVICES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OR ANY CLAIM RELATED TO THE SERVICES IS TO TERMINATE YOUR ACCOUNT AND/OR STOP USING THE WEBSITE AND/OR SERVICES.

### **Amendments**

We may amend these terms of use from time to time, so you should check and read these terms of use regularly. By continuing to use this site after any such amendment, you are deemed to have agreed to the amended terms of use.

### **Jurisdiction and Governing Law**

These terms of use and any matters or disputes connected with this site will be governed by Canadian laws and will be dealt with in Canadian courts. Reproduction of the images and text on this site for any other purposes is prohibited.