

WHITEBIT USER AGREEMENT

BY USING THIS WEBSITE OR REGISTERING AN ACCOUNT ON THE WHITEBIT PLATFORM OR USING ANY OTHER WHITEBIT SERVICES AVAILABLE THROUGH THE WHITEBIT PLATFORM YOU ARE AGREEING TO UNCONDITIONALLY ACCEPT AND COMPLY WITH THIS PUBLIC ELECTRONIC USER AGREEMENT STATED BELOW (HEREINAFTER - THE “USER AGREEMENT**”).**

YOU SHOULD READ THE ENTIRE USER AGREEMENT CAREFULLY BEFORE USING THIS WEBSITE OR ANY OF THE WHITEBIT SERVICES.

As used in this User Agreement, “WHITEBIT” refers to Whitebit Group.

The text of this User Agreement posted on www.whitebit.com contains all the essential terms and conditions of a public offer of WHITEBIT, including the Terms of Use of the Services and the Platform. Essential and integral parts of this User Agreement are:

Anti-Money Laundering, Countering Financing of Terrorism and Know Your Customer Policy (hereinafter - the “AML/CFT Policy”), Privacy Policy, Delisting Policy (if published on the Platform separately from this User Agreement) and Fees.

IMPORTANT: By creating or funding the Account or accessing or using the Platform or any of the Services (each as defined below), you acknowledge that you have read, understand, and completely agree to this User Agreement, as updated and amended from time to time. If you do not agree to be bound by this User Agreement or by any subsequent amendments, changes or updates, you may not access or use any of the Services, and if you do access or use any of the Services, you will be bound by this User Agreement, as updated and amended from time to time; your only recourse in the case of your unwillingness to be bound by this User Agreement is to stop using all of the Services.

PLEASE READ THIS USER AGREEMENT BEFORE USING THE SERVICES. VISITING, BROWSING AND REGISTRATION ON THIS WEBSITE MEANS CONSENT TO AND OBSERVATION OF THIS USER AGREEMENT. IF YOU DO NOT AGREE TO THIS USER AGREEMENT, DO NOT USE THIS WEBSITE AND/OR THE SERVICES.

Depending on your country of citizenship and/or residence, you may not be able to use all the functions of the Website, Platform. It is your responsibility to follow the laws and regulations of your country of citizenship/residence and/or country from which you access this Website and the Services, as well as other applicable laws and regulations.

Support

1. TERMS AND DEFINITIONS

1.1. In addition to the other terms defined elsewhere in this User Agreement, the following terms shall have the meanings ascribed to them below:

“Account” means an account registered by the User on the Platform (including registered via mobile application).

“Business day” means any calendar day other than Saturday, Sunday or any other day on which credit institutions are closed in London (England and Wales) and/or Tallinn (Republic of Estonia).

“Confidential information” means information that you receive or learn as a result of using of the Services, or otherwise as a result of your access and use of the Platform, regardless of whether or not such information is designated as confidential, provided that such the information is not generally known to the public and/or openly published on the Website.

“Data” means all data and other information generated by or accessible through the Platform and/or otherwise provided to you by WHITEBIT hereunder, including, without limitation, information regarding orders, pricing, trading volume, trades, liquidity, etc.

“Digital assets” means digital currency and/or tokens that (as a rule) have no central issuer and are distributed directly between the owners of such currency and tokens, designed to work as a medium of exchange that use strong cryptography to secure transactions, control the creation of additional units, and verify the transfer of assets (e.g. BTC, ETH, LTC etc.).

“Deposit” or “Depositing” means an operation involving a transfer of Funds to the User's Account.

“Fees” means any rewards, charges and/or commissions paid to WHITEBIT by the Users, which are established by WHITEBIT.

“Fiat money” means government-issued currency that is backed by the government and is designated as a legal tender on the legislative level in the country of issuance.

“Funds” means Fiat money and/or Digital assets, which are placed into the Account and used during the execution of Transactions.

“Governmental authority” means any national, state, provincial, county, municipal or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial, regulatory, or administrative authority or functions of or pertaining to government, including any authority or other entity established to perform any of such functions.

jurisdiction over WHITEBIT, the User, or their operations.

“Order” means the User's offer on the Platform to buy (acquire), to sell (alienate) or to exchange Digital assets on certain conditions.

“Person” means an individual or legal entity (partnership, corporation, limited liability company, joint stock company, etc.).

“Personal data” means information that identifies an individual, such as name, address, e-mail address, etc.

“Platform” means WHITEBIT's Platform, designated for exchange/trading of Digital assets, accessible by User via the Website and/or mobile application and/or via other means, specifically created by WHITEBIT for that purpose (if applicable).

“Representatives” means a Person's officers, directors, members, managers, employees, agents and/or any individuals authorized to act on behalf of the Person in the appropriate matters by Law, documents of the entity, power of attorney or similar document.

“Services” means all services and any service provided by WHITEBIT.

“Third-party provider” means a third-party software, information and/or technology provider, whose products, information or services might assist WHITEBIT in providing the Services to the User.

“Transaction” means a transaction of Funds entered into (and/or executed, completed, closed, etc.) through the Platform.

“User” means any Person, who uses the Website, the Services and/or the Platform, is a holder of the Account and has concluded this User Agreement with WHITEBIT.

“Voucher” means an alphanumeric redeemable code, which can be used to transfer Digital assets between the Accounts.

“Website” means the website <https://whitebit.com>

“Whitebit Group” refers to all parties that manage the Platform, including but not limited to a company Whitebit Financial Company OÜ (the Republic of Estonia), Clear White Technologies Limited (Hong Kong), Whitebit Solutions LLP (England and Wales), and affiliate thereof - the company Whitebit Solutions LTD (Seychelles), unincorporated organizations and teams that provide WHITEBIT services and are responsible for such services. Under these terms, the parties that manage WHITEBIT may change as WHITEBIT's business adjusts (including meeting new

interests under these terms. In such cases, if you continue to use WHITEBIT services, it is deemed that you have agreed to jointly execute these terms with the newly added WHITEBIT parties that manage the platform. In case of a dispute, you shall determine the entities by which these terms are performed with you and the counterparties of the dispute, depending on the specific services you use and the particular actions that affect your rights or interests.

“Withdrawal” or “Withdrawing” means an operation involving a transfer of Funds from the User's Account.

1.2. The headings (of articles/sections) of the User Agreement are for convenience only and shall not in any way affect the meaning or interpretation of the User Agreement.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include (shall imply) a reference to the other genders.

Where the words include(s), including or in particular are used in this User Agreement, they are deemed to have the words "without limitation" following them.

Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2. SUBJECT MATTER OF THIS USER AGREEMENT

2.1. The subject matter of this User Agreement is the rendering of the Services allowing the Users to trade and exchange the Digital assets.

2.2. In accordance with this User Agreement, WHITEBIT, in particular, provides the following Services to the Users:

access to the Platform to trade and exchange the Digital assets;

access to the Website, as well as to the Account;

provides information necessary to use the Platform and to perform Transactions.

Based on this User Agreement, WHITEBIT may also provide other services, which are defined in this User Agreement and/or will be available on the Website or on the Platform.

WHITEBIT also reserves the right to choose markets and jurisdictions, in which it operates, and may also restrict or refuse provision of the Services in some countries at its discretion.

provide Fiat money financial services. All operations on the Platform are performed directly between the Users. The financial services related to Fiat money are rendered by third-party financial institution(s).

3. REQUIREMENTS AND ACCESS TO THE SERVICE

3.1. The User can act only on his own behalf or (in case of using of the corporate Account) on behalf of entity/other organization, which he represents and cannot use the Services as an agent, intermediary or broker for another person, organization, entity.

3.2. The Services are provided exclusively to persons of at least 18 years or older. Using the Services, the User confirms that he has reached the age of 18.

3.3. By registering the Account, you represent and warrant that:

- you have reached the age of legal capability to enter into and assume obligations under this User Agreement in accordance with the applicable laws;
- you are an individual or legal entity or other organization with full legal capacity and capability and sufficient authority to enter into this User Agreement;
- you were not previously prohibited from or temporarily restricted in using our Services and/or Platform;
- you currently do not have another Account registered on the Platform/Website;
- if you enter into this User Agreement on behalf of a legal entity, whose authorized Representative you are, you represent and warrant that you have all necessary rights and authority to enter into this User Agreement and to assume obligations under this User Agreement on behalf of such legal entity.

3.4. We draw your attention to the fact that your use of the Services, the Website and the Platform is governed by the international compliance requirements and requirements of economic sanctions. By sending, receiving, buying, selling, trading or storing Digital assets through the Platform, you agree that you will comply with these requirements. You are not allowed to perform Transactions on the Platform or use any Services through the Website if:

- you are in or under control or are a citizen or resident of FATF blacklisted countries and/or countries subject to the United Nations Security Council Sanctions List, the European Union or HM Treasury's financial sanctions regimes, the United States embargo (a "Sanctioned Country"), or if you are a person on EU or HM Treasury's financial sanctions regime or the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List (a "Sanctioned Person"); or

- you are a person, who does not meet any User due diligence/compliance standards, requests or requirements of WHITEBIT regarding compliance of the User and who otherwise does not belong to a high-risk group, including, but not limited to, the factors listed above.

3.5. Depending on the User's citizenship/place of residence, there may be other factors that will limit the Users in the use of all or part of the Services. WHITEBIT reserves the right to restrict the Services (all or part) for citizens/residents of certain countries/jurisdictions.

3.6. Compliance with the rules, laws and regulations of the place of residence (and/or country of citizenship and/or other laws and regulations applicable to him) is the responsibility of the User himself. The User has to comply with any and all applicable Laws and regulations related to the use of the Services.

3.7. The User must ensure safety and security of the password and data of the Account. The User must immediately notify WHITEBIT of the loss of the password and/or data of Account or illegal access of third parties to Account.

3.8. Information about the User (provided by the User) must not contain misleading, untruthful or fraudulent information. Provision of misleading/untruthful/ fraudulent information or submitting of false documents (including fraudulent identification documents) is prohibited. In case if WHITEBIT doubts that the data is correct, up-to-date or complete, WHITEBIT is entitled to refuse the User's access to the Services (all or part) and/or suspend the User's Account.

In case of provision of untruthful/ fraudulent information or submitting of false documents WHITEBIT reserves the right to permanently terminate the User's Account.

3.9. The User is not entitled to sell, lend, share or otherwise transfer his Account or any data necessary to access his Account to third parties. The User is responsible for maintaining security and control over all of his logins, passwords, two-factor authentication codes or any other codes or data the User uses to access the Service. WHITEBIT is not responsible for any losses incurred by the User due to unauthorized access to the User's Account, access of third parties to the User's password/Account.

3.10. WHITEBIT may require the User to confirm his identity to access the Service. Verification may include verification of the User's cell phone number, identity documents or residence address. WHITEBIT reserves the right to demand additional real-time/online video verification.

3.11. All the Accounts are initially (will be initially registered) as individual Accounts. After passing person identity verification/compliance procedure, you can request to upgrade Account to a corporate Account.

Account to the corporate level is possible on request after passing additional KYC/compliance procedure related to the appropriate legal entity/organization.

4. ANTI-MONEY LAUNDERING, COUNTERING FINANCING OF TERRORISM AND KNOW YOUR CLIENT POLICY

4.1. WHITEBIT takes all necessary measures and uses the best standards to comply with all the applicable Laws and regulations regarding combating Money Laundering and/or Financing of Terrorism. WHITEBIT will use reasonable efforts to detect and prevent persons involved in any criminal activity in any jurisdiction from using the Website.

4.2. In order to avoid and reduce possible risks of involving WHITEBIT in any type of illegal activity, WHITEBIT is acting in accordance with AML/CFT Policy and in conformity with an internal Anti-Money Laundering, Countering Financing of Terrorism and Know Your Customer procedures (hereinafter - the “AML/CFT procedures”).

4.3. AML/CFT Policy (procedures) of WHITEBIT in particular covers the following matters:

- internal controls
- compliance officer;
- training of personal
- verification procedures;
- monitoring, risk assessment and risk-based approach;
- Anti-Money Laundering, Countering Financing of Terrorism program audit.

4.4. If WHITEBIT has reasons to believe that the User wishes to perform any suspicious transaction, WHITEBIT may, at its discretion: refuse provision of the Services; request additional information confirming the legitimate nature of the transaction; block the User’s access to his Account; terminate the User Agreement without prior notice to the User.

4.5. By agreeing to this User Agreement, the User confirm that he owns Fiat money and/or Digital assets legally.

4.6. WHITEBIT will not provide Services to the Users – citizens/residents/entities of countries blacklisted by the FATF, sanctioned Persons, etc.

5. USER’S ACCOUNT

5.1. To create Account and pass verification (KYC), you have to go through all the registration procedures and provide to WHITEBIT all necessary information (including necessary Personal

5.2. WHITEBIT may refuse registration and creation of Account at its discretion.

5.3. Unless otherwise expressly agreed between WHITEBIT and the User in writing, each User may register only one Account and cannot use two or more Accounts.

5.4. By registering your Account, you agree to provide the information requested to confirm your identity. This information is used specifically to detect cases of money laundering, Financing of Terrorism, fraud and other financial crimes through the Website. We will collect, use and transmit this information in accordance with our Privacy Policy. In addition to the provision of this information and for the purposes of complying with the world industry standards for data storage, you give us consent and permission to keep records of such information throughout the term of your Account, as well as for 5 (five) years after the closure of your Account. You also give your consent and allow us to send requests, directly or through third parties, which will be necessary to confirm your identity or protect you and/or us from financial and other crimes, such as fraud.

5.5. By providing information necessary in accordance with this section of this User Agreement, you confirm that it is accurate and reliable. After registration, you must warrant that such information is true, complete and will be updated in a timely manner in case of any changes.

If there is any reasonable doubt that the information you provide is incorrect, untruthful, outdated or incomplete, WHITEBIT is entitled to send you a notification requesting corrections, delete the relevant information directly and, depending on the circumstances, terminate your access to all or part of the Services.

You are solely responsible for any losses or expenses incurred while using WHITEBIT Services if you cannot be contacted through the email and/or via the address provided to WHITEBIT. By entering into this User Agreement, you acknowledge and agree that you must update all the provided information in case of any changes.

5.6. By registering the Account, as well as entering into this User Agreement, you authorize WHITEBIT to send, directly or through third parties, requests WHITEBIT considers necessary to confirm your identity or protect you and/or WHITEBIT from fraud or crimes, as well as to take measures WHITEBIT will reasonably find necessary based on the results of such requests.

5.7. The Account may only be used by Person, in whose name it was registered. WHITEBIT reserves the right to temporarily restrict the use, freeze or close the Account if there are suspicions of the use thereof by a Person, who is not the Person, in whose name the Account was registered, unless otherwise agreed by the Parties in writing. You must immediately notify WHITEBIT of the unauthorized use of your username, password or any other attempts of unauthorized access to the Account if you suspect or become aware of such unauthorized use.

You agree that your Account Information is confidential and you will not disclose such information to third parties. You also agree that you are solely responsible for taking necessary security measures to protect your Account and your Account Information and consequences of non-compliance with such measures.

You must ensure security measures and safety of the password and other Account details (credentials) to prevent disclosure thereof to third parties; wherein, you independently determine the best procedure for storing such information and data and also take measures to prevent illegal or unauthorized disclosure and use thereof.

You agree that you will:

- immediately notify WHITEBIT if you become aware of any unauthorized use of your Account Information by any Person, as well as any other breach of the security rules;
- strictly comply with the mechanisms and procedures in force on the Website concerning the security rules, identity verification, Depositing, Withdrawal, Transactions of Funds; and
- perform the appropriate actions to exit the Website at the end of each visit.

5.9. WHITEBIT is not liable for any losses or damage arising out of any unauthorized use by you or any third party (regardless of whether it was authorized by you for such use) of your Account using your login credentials (including received as a result of phishing attack on you).

WHITEBIT created sophisticated complex system of internal security, control, monitoring, in which all actions of employees are logged and recorded. In addition, the system makes it impossible for our employees to receive your credentials. You agree that unauthorized access only to your Account (not to the wallet of the Platform) should be presumed as a result of phishing attack on you or as a result User's negligence

6. OPERATIONS ON THE ACCOUNT

6.1. All Funds legally transferred to the Account in accordance with applicable Law and this User Agreement belong to you.

All operations on the Account are performed according to your Orders made in the appropriate form on the Platform through your Account.

6.2. You confirm and agree that operations of Depositing and Withdrawing the Funds in Fiat Money are executed by the appropriate third party financial institution (as WHITEBIT is not an authorized electronic money institution or payment service provider) and may be delayed due to verifications and checks for time according to procedures/policies of the appropriate financial institutions. You

WHITEBIT, besides the occurrence of unforeseen or unavoidable problems on the network/blockchain is possible.

6.3. To deposit Funds to your Account, you need to transfer the Funds according to the details specified by WHITEBIT in the User's Account. We may request documentation to verify the source of Funds. In case we do this, we will not credit and/or accept you further Orders related to the appropriate Funds, until we are provided with the relevant documentation acceptable for WHITEBIT.

6.4. The number of confirmations for the full Depositing of Digital assets to the Account may differ depending on the type of Digital assets (the necessary number of confirmations is determined solely by WHITEBIT). WHITEBIT may preliminarily display on the Account's balance the Digital assets in process of Depositing (before obtaining the necessary number of confirmations) but Digital assets will be unavailable for the further Transactions (including Withdrawal before receiving the necessary number of confirmations).

6.5. WHITEBIT is entitled to set and change minimum/maximum limits for Depositing and Withdrawing the Funds at its discretion. WHITEBIT will not be liable for not making any prior notices to the Users regarding such changes.

In such case:

- if the Account was deposited with an amount less than the minimum for Depositing, the Funds will not be deposited to the User's Account on the Platform and will not be refunded to the User; deposits with the sizes, which do not meet the established minimum, are not cumulative;
- if the Account was deposited with an amount more than the maximum for Depositing, the operation may be investigated and considered by WHITEBIT – as a result the Funds shall be deposited or returned, unless otherwise is required by AML/CFT regulations.

6.6. To Withdraw the Funds from your Account, you need to pass the appropriate procedure using the appropriate functionality of your Account. WHITEBIT reserves the right to add additional confirmation procedures related to Withdrawing the Funds.

The Platform may set some restrictions on the Withdrawal the Funds and/or on the Transactions – prohibition to initiate the Withdrawal the Funds and/or the Transactions earlier than certain period after the change of the User's profile/data in (bound to) the Account, including change or restoration of the password, as well as change of the authorization method. Also, the Platform or a financial institution (electronic money issuer, payment service provider, bank, etc.) may establish restrictions on the Withdrawal of the Funds for a certain period in case of Depositing the Account

Confirmed Withdrawal is irreversible and cannot be cancelled.

6.7. WHITEBIT is not entitled to initiate Withdrawal/Transaction of the Funds from the User's Account without the relevant order of the User, except as otherwise stipulated by this User Agreement.

WHITEBIT reserves the right to annul the appropriate Digital assets on your Account in case if they were delisted from the Platform if you have not initiated their Withdrawal to external wallet (address) within the period determined by WHITEBIT.

6.8. Funds can be transferred with the purpose of making Deposit, performing Transactions, Withdrawal using the services of third parties (financial institutions, etc.). In case if User deposits or withdraws the Funds using third-party services, the initiated operation is performed using the tools/assets/means used in accordance with the offers (terms and conditions) of third party, accepted by the User, the service of which the User is using to perform the operation, provided that such the terms and conditions are compliant with this User Agreement.

By initiating operations through the Platform using the services of third party, the User grants the right and instructs to transfer to such third party information necessary to perform the initiated operations using the tools/assets/means used in accordance with the offers (terms and conditions) of third party, accepted by the User. Responsibility for operations performed using the services of third party lies with the User.

WHITEBIT does not bear any responsibility for the actions of such third party. You are solely responsible for the payment of all commissions and fees related to such transfer of the Funds, and also assume risks associated with your indication of incorrect payment details.

7. S.M.A.R.T.

7.1. The offers in the SMART section of the Platform (if applicable), provided by WHITEBIT, are not intended for putting funds collected under an asset management of WHITEBIT or other Person – such the proposals have only marketing (promotion) purposes.

7.2. WHITEBIT never recommends, endorses, advocates or sponsors any of the Digital assets, cryptocurrencies, pairs or transactions, investments appearing on, or made through the Platform. User shall acknowledge the substantial risks associated with digital currency markets, transactions, investments (investment/assets management services).

7.3. The S.M.A.R.T. may contain also information about third parties' proposals (proposals of legal entities/teams, managing Digital assets and/or legal entities/teams, who created Digital assets, or providing third-party investments management/assets management services).

7.4. WHITEBIT is not authorized and does not give any financial, tax, employment, legal or investment advice. Any price information, quotes, forecasts, return estimates or indications of past performance are for information purposes only and do not guarantee future performance and do not constitute an offer to buy or sell or any solicitation of an offer to buy or sell any Digital asset, cryptocurrency, pair or other assets, nor to enter into any transaction with Digital assets, cryptocurrency or to use investment services. User agrees that the Platform shall not serve as the primary basis for any decision to enter into any Transaction or to use third parties services, including represented in the S.M.A.R.T. and WHITEBIT shall not be, or be deemed to be, User's financial advisor or fiduciary. You hereby acknowledge that any reliance upon any data or other content of the platform shall be at your sole and exclusive risk.

8. SUSPICIOUS OPERATIONS

8.1. If you have discovered suspicious operations or activities, including, but not limited to, Depositing and/or Withdrawing of the Funds to/from your Account and/or placing/executing the Orders that are unknown to you and/or were not initiated by you, you must immediately notify WHITEBIT thereof and follow our instructions. WHITEBIT reserves the right to freeze the Funds on the Account until the end of the investigation.

8.2. WHITEBIT reserves the right to freeze, cancel or revoke an operation (including Withdrawal the Funds and/or the Transaction of the Funds), which has already been performed, upon the request of financial institution involved in settlement (performing) of the Transaction and/or based on the result (conclusion) of the investigation related to the suspicious operation report. In such cases, you must cooperate with WHITEBIT to determine the reasons and the grounds for such action.

9. FEES

9.1. For Services provided on the Website and/or the Platform (and/or via mobile application) WHITEBIT applies the appropriate Fees. You irrevocably authorize WHITEBIT to charge (debit) applicable Fees from your Account.

9.2. If the User does not perform at least one Transaction, Depositing or Withdrawing the Funds during six (6) calendar months, such User's Account will be considered inactive (hereinafter - the "Inactive Account").

To all the Inactive Accounts WHITEBIT may apply a special fee (hereinafter - the "Inactive Account Fee").

WHITEBIT will try to preliminary notify the User about applying the Inactive Account Fee but such fee may be applied by WHITEBIT regardless of sending/reception of the notice from WHITEBIT.

it can be terminated (closed) by WHITEBIT without permission (consent) of its owner.

10. ORDERS AND TRANSACTIONS

10.1. The Platform allows the User to create (initiate) the Orders to buy or to sell Digital assets.

10.2. By creating (initiating) the Order the User makes an offer to all other Users to conclude a Transaction on the terms and conditions specified in the relevant Order. WHITEBIT unilaterally sets the interface for creating (initiating) the Orders, determines possible types of the Orders and which parameters of the Order shall be determined by the User, who initiates it.

10.3. You agree that your Order may be executed both in full and in part or by parts.

10.4. To create (initiate) the Order you shall have on your Account enough Funds to meet (to execute) your obligations corresponding with the Order (as well as your other active opened Orders).

10.5. The User recognizes that the Order should only be submitted after careful consideration and the User understands and accepts consequences of its execution. The User agrees that as soon as the Order is executed, such Transaction is irreversible and may not be cancelled. Transactions will be executed instantly upon the matching of the seller's and the buyer's Orders without prior notice to the seller and the buyer and will be considered to have taken place at the execution date and time.

10.6. The User acknowledges and agrees that in case the destination address is not specified and/or is incorrectly indicated and/or if the reference number is incorrectly specified, the User may lose the Funds or it may cause delay of the Order execution.

10.7. A minimal and maximal Order amount and/or other restrictions (limits) for the trade Orders (operations) may be set. Restrictions (limits) may vary for each trading pair (and/or depending on other details).

10.8. The User can use Voucher (if applicable on the Platform) to transfer Digital assets to/from the Account. The Voucher should be used before its expiration date set by WHITEBIT. WHITEBIT shall not be liable and shall not accept any liability, obligation or responsibility whatsoever for any loss or damage arising from the User's use of the Voucher purchased from any third parties or acquired in any other way. To avoid doubts, the User is solely responsible for ensuring that the Voucher they acquired is genuine, valid and redeemable.

10.9. All operations on the User's Account, including those related to making Deposits, Withdrawals, creating/executing the Orders are displayed in the User's Account.

11. USER'S PERSONAL DATA

Rules for the collection, storage and protection of Personal data received by WHITEBIT from the Users are governed by the Privacy Policy. Please refer to this document.

12. PREVENTION OF THE ILLEGAL USE OF THE WEBSITE AND PLATFORM

12.1. By accessing or using the Platform and/or the Services, you agree to comply with the requirements of all Laws, regulations, intellectual property rights or other rights of third parties and not to commit offenses and to be responsible for your behavior when using our Platform and Services. Without limiting the foregoing, you agree not to:

- provide (submit) false, inaccurate or misleading information (documents);
- use the Services (the Platform) for fraud and/or for any other illegal operations, including using credit and debit cards obtained illegally;
- use the Services (the Platform) to pay, support or otherwise participate in any illegal gambling, fraud, money laundering, terrorist activity or other illegal actions (activities);
- use the Services (the Platform) for financing operations or activities, for which administrative, criminal or civil liability is provided for in accordance with the applicable Laws;
- use the Services (the Platform) in a way that may disrupt, adversely affect or prevent other Users from the full use of the Services (the Platform) or somehow damage, disable, overload or disrupt the functioning of the Services (the Platform);
- use any robots, crawlers, scrapers or other automated tools or interfaces that were not provided by WHITEBIT to access the Services or to extract data;
- use or try to use the Account of other User;
- use the Services (the Platform) bypassing the procedure stipulated by this User Agreement or bypassing/exceeding your level of access to the Platform; try to access any area of the Services, the Website or the Platform, to which you do not have access rights;
- change the software used by the Website or the Platform in any way, take any actions aimed at changing the functionality and operability of the Website, the Platform disabling or interfering with the operation of the Website; insult in words or perform any other actions violating rights and freedoms of other User and/or third parties;
- copy and/or disseminate any objects or intellectual property published on the Website or used by the Platform; copy or otherwise use parts of the program (code) of the Website, the Platform, as

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- develop any third-party applications interacting with the Services without our prior written consent.

12.2. In case of detection of the suspicious Transactions from the Users, access to the Account may be limited (suspended) for verification for a term up to 30 Business days.

12.3. The User agrees that in case of a breach of this User Agreement, WHITEBIT is entitled to suspend or terminate the User's Account.

13. WARNING OF THE RISKS AND ACCEPTANCE OF RISKS BY THE USER

13.1. Trading with, Transactions, holding of Digital assets are related to significant risks. Prices may fluctuate on a daily basis. Such price fluctuations can increase or decrease the value of your assets at any time. Any currency, whether virtual or not, can undergo significant fluctuations in value, as well as completely depreciate. There is an inherent risk of losses as a result of purchase, sale, or any trading in the market.

13.2. Trading with Digital assets is also related to special risks that are not usually peculiar to Fiat money and/or goods and/or commodity (not virtual/digital) assets. Unlike most Fiat money guaranteed by governments, Digital assets are unique types of assets supported by the technology and trust. There is no central bank that could issue more currency or take measures to protect the value of Digital assets in a crisis.

13.3. Trading with Digital assets is often subject to irrational (or rational) “bubbles” or loss of confidence, which can lead to a drop in demand relative to supply. For example, confidence in Digital assets may fall due to unexpected changes imposed by software developers or other persons, government measures, creation of superior competing alternative Digital assets, as well as deflationary or inflationary spirals. Confidence can also be reduced due to technical problems: if the anonymity of the system is compromised, if assets are lost or stolen, or if hackers or governments can prevent any transactions.

13.4. There may also be additional risks we did not foresee or define in this User Agreement.

13.5. You understand that all operations with Digital assets are irreversible and that the Funds received as a result of the Transaction can be returned only under a separate additional agreement/deal with the appropriate person. You cannot cancel, recall or change any Order with completed or executed status.

13.6. The User warrants that he is aware of the basic principles of dealing with Digital assets, as well as of characteristics of Digital assets affecting their value and he is also aware of the relevant risks, in particular, volatility and fluctuations in their value. The User must understand that there is a high probability not to receive a fair and accurate price for the Digital assets when trading.

mentioned and any other risks.

13.8. You declare that you are aware of and understand and agree that WHITEBIT can't directly or indirectly be liable for, and/or have any obligations with respect to or in any other way guarantee the performance or payment of any Transaction concluded by the User on the Platform and using blockchain and/or third parties' services/technology (in part of functionality, proper performance, reliability, etc. of such blockchain/technology), and neither WHITEBIT, nor Third-party provider is liable to the User or any other Person for such Transactions performed through the Platform.

13.9. WHITEBIT is not a broker, an agent or a consultant and does not have fiduciary relationships or obligations to the User.

14. INTELLECTUAL PROPERTY AND LIMITED USE

14.1. WHITEBIT is the sole owner (except to the extent owned by third-party licensors) of all rights, titles and interests in and to the Platform, the Website, the Data, and each component thereof, all custom modifications, work products, deliverables, or other materials created by or on behalf of WHITEBIT, and all intellectual property rights with respect thereto, and all rights not explicitly granted in this User Agreement are reserved by WHITEBIT.

You shall not obtain any rights in or to the intellectual property rights, except for those limited rights licensed to you by WHITEBIT. You shall take all steps necessary to maintain the confidentiality of all documents and material provided by WHITEBIT or any of its Third-party providers with respect to the Platform and each component thereof.

You shall not:

- alter, maintain, enhance or otherwise modify the Platform;
- disassemble, decompile, reverse-engineer, copy, bug fix, correct, update, transfer, broadcast or create derivative based on the Platform nor otherwise take express action to develop the equivalent of the Platform (similar Platform).

14.2. Subject to your compliance with the terms and conditions of this User Agreement, AML/CFT Policy and procedures, Privacy policy, Fees you are granted a limited, revocable, non-exclusive, non-transferable license to access and use the Platform, the Website (the term may be set/limited/alterd by WHITEBIT) for purposes set out in, and in a manner consistent with, this User Agreement, AML/CFT Policy and procedures, Privacy Policy.

3. You acknowledge and agree that WHITEBIT shall use information regarding your Personal data (information) in accordance with its Privacy policy, as such policy may be amended from time to time by WHITEBIT.

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15.1. You acknowledge and agree that WHITEBIT shall have sole discretion and absolute control over, and the right to modify at any time, the Website and the Platform, as well as the exclusive right to make any changes to their functionality, configuration, appearance and content.

15.2. We do not guarantee that the Website, the Services and/or the Platform will be available all the time for use without absence of any delays, failures, errors, or loss of transmitted information. We do not guarantee that the Services (the Platform) will be available via the mobile application.

We will make reasonable efforts to ensure that you can access the Website, the Services and/or the Platform in accordance with this User Agreement. However, we may suspend the use of the Website and/or the Platform for maintenance and will use reasonable efforts to notify you of this. You acknowledge that this (prior noticing) may not be possible in an emergency, and you assume risks associated with the fact that you cannot always use the Website and/or the Platform or perform urgent Transactions using your Account.

15.3. Any use of the internet may be subject to a virus attack and/or a communication failure. WHITEBIT accepts no responsibility for any damage or interruption caused by computer viruses, spyware, Trojan horses, worms or other malware that can affect your system, computer or other equipment, or any phishing, spoofing or other virus attacks. WHITEBIT recommends that you always use reliable and affordable software to scan and prevent viruses. You should also be careful when viewing text messages and e-mails that allegedly come from WHITEBIT, as SMS and e-mails are also vulnerable to phishing and spoofing, as well as some viruses. It is advisable that you enter your Account only through the Website (to avoid fraud/ phishing websites you must carefully check the address of the Platform each time you use the Services, the Platform) and avoid messages from unverified senders offering you entry options.

15.4. Despite the fact that we intend to provide accurate and timely information on the Website, the Website (including, without limitation, content thereof) may not always be completely accurate, complete or current and may also contain technical inaccuracies or typos.

In an effort to continue to provide you with the most complete and accurate information possible, information may, within limits permitted by the applicable Laws, be amended or updated without a prior notice, including, without limitation, in relation to our policies, products and the Services. Accordingly, you must verify all information before relying on it (you must get acknowledged with the up-to-date version of User Agreement before each using the Services/the Platform) and all decisions based on the information posted on the Website are your sole responsibility (we are not responsible for them).

15.5. If you upload any content to the Website, including, without limitation, any text, picture or other material, you represent and warrant that such content will not consist of: false, misleading or illegally obtained information; copyrighted material you are not entitled to publicly post; obscene,

Without exempting you from the above liability, WHITEBIT may, at its sole discretion, delete any content violating the above requirements, in addition to any further actions WHITEBIT may deem necessary. WHITEBIT is not obligated to check any such content and assumes no responsibility in this regard.

You acknowledge and agree to the fact that WHITEBIT cannot and does not confirm or guarantee the authenticity, identity or reliability of any content and information posted by or attributed to any User of the Website; thus, you rely on any content of the other Users solely at your discretion and risk.

16. RESTRICTION, SUSPENSION OR TERMINATION

16.1. You can terminate this User Agreement with WHITEBIT and close your Account at any time after settling all incomplete Transactions (you participate in), paying applicable Fees and executing all other obligations, which either directly or indirectly arose from your use of the Services (the Platform).

16.2. Notwithstanding any other provision of this User Agreement, you confirm that WHITEBIT is entitled to restrict your access, set limits on you and/or temporarily suspend the Account and/or your access to the Website, the Platform, the Services (including the ability to place the Orders and perform the Transactions), in whole or in part, or to refuse to enter into, to participate in any or all Transactions, to block the Funds on the Account if in WHITEBIT's sole discretion any of the following circumstances occur or WHITEBIT considers such circumstance to be likely to occur or if any of the following circumstances is possible in the opinion of WHITEBIT:

- complete or partial failure of the Website and/or the Platform, including failure of any of the technologies constituting the Website and/or the Platform or any communication channels within the Website and/or the Platform or between the Website and/or the Platform and any other Person or counterparty or any other circumstance, when WHITEBIT considers, at its discretion, that WHITEBIT is not able to provide access to the Website and/or to the Platform;
- a breach in the security of the Website and/or the Platform;
- when there is any suspicion of a breach or an actual breach of this User Agreement, AML/CFT Policy, Privacy Policy or any applicable Laws and regulations;
- in order to comply with Law (including, but not limited to, a ban or restriction of any Digital asset);
- detection of unusual and/or suspicious activity on the Account; detection of unauthorized access to the Account;

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of a Governmental authority; if the User's Account and activities related to it have become the subject of judicial and administrative proceedings;

- in connection with market conditions or conditions in relation to a particular Digital asset or pair, which justifies this as a necessary measure in the opinion of WHITEBIT.

Any action taken by WHITEBIT in accordance with this section will continue for a term determined at the discretion of WHITEBIT. You agree that any evasion of or any attempt to evade access restrictions, limits or temporary suspension in accordance with this section of this User Agreement constitutes a material breach of this User Agreement; and taking any action in accordance with this section is a right and not an obligation of WHITEBIT.

In addition, you acknowledge and agree that in case of any of the circumstances listed in this section, WHITEBIT may cancel the Transaction you have previously initiated or performed using the Platform.

16.3. The User agrees that WHITEBIT is entitled to immediately suspend the Account, block any Funds on the Account, to suspend the access to the Services (to the Platform) and/or terminate the Account, in the following cases:

- WHITEBIT has detected on the Account activity related to money laundering, financing of terrorism; breaking by the User the applicable Anti-Money Laundering, Countering Financing of Terrorism Laws and regulations;
- the User's Account and activities related to it have become the subject of criminal investigation;
- using the Account by UN, EU or USA sanctioned person;
- when there is an actual breach by the User of this User Agreement, Privacy Policy or any applicable Laws and regulations;
- WHITEBIT is required to do so by a court order or an order of an authorized Governmental authority.

16.4. In case of termination of this User Agreement due to fraudulent activity, breaking Anti-Money Laundering, Countering Financing of Terrorism Laws and regulations: a material breach by the User of this User Agreement (including, but not limited to using the Services by Sanctioned Person) or within the investigation of fraudulent transactions and combating money laundering, WHITEBIT is entitled to cancel the data of the User's Account and/or to impose (and to charge) a fine in the amount of the entire balance of Funds on the User's Account.

17. REPRESENTATIONS AND WARRANTIES

each Transaction, you represent and warrant to WHITEBIT and agree in favor of WHITEBIT, its affiliates and their Representatives that:

You have reviewed all the documents (including those published on the Website) provided to you in connection with the Services and the Platform, and you understand and agree that using the Services provided by WHITEBIT will be governed by these documents as amended from time to time. You must not apply for registration on the Platform in order to create the Account or deposit the Funds or place the Order, perform/initiate Transaction, use other Services available via the Website if you are not aware of how the Services or the Platform operates or of risks related to the Services or of the nature of the risks associated with it.

The execution of this User Agreement and performance of all obligations contemplated under this User Agreement have been duly authorized by all necessary action by you; and each Person executing this User Agreement (or authorized to accept its terms electronically or otherwise) and entering into each Transaction (or using other Services) hereunder on your behalf has been duly authorized to do so. All information provided by you to WHITEBIT, including, but not limited to, information provided by you in your Account, is reliable, accurate and not misleading.

You shall guarantee that:

- you are able to make or take delivery of the full amount of the Funds required to be delivered as a result of each Transaction you entered in;
- execution by you of this User Agreement and entering into each Transaction (and/or using other Services), as well as your performance of your obligations under this User Agreement and your use of the Services (the Platform) will not violate any applicable Law; you have received and will comply with the terms and conditions of all licenses, consents, registrations, permits, authorizations, exceptions and memberships necessary to use the Services and the Platform under this User Agreement, including Depositing/Withdrawing the Funds, entering/executing Transactions on the Platform;
- you have sufficient expertise, experience and knowledge necessary to make informed decisions regarding using the Services/the Platform, and you will not rely on any message or statement (written or oral) of WHITEBIT as investment advice or recommendations to enter into any Transaction; you will be prudent and careful in determining whether to enter into Transaction or otherwise perform activities on the Platform (use the Services);
- you (or Person accessing the Platform) act as a principal, and not on behalf of any third party, unless you are a Representative of the User.

18. LIMITATION OF THE LIABILITY AND NO ADVICE

18.1. To the maximal extent permitted under the applicable Law, the Services, the Platform, the Website, the mobile application, materials and any product or other item provided by or on behalf of WHITEBIT are provided on an “as is” and “as available” basis and WHITEBIT expressly disclaims, and you waive, any and all other warranties of any kind, whether expressed or implied, including, without limitation, implied warranties of functionality, fitness for a particular purpose or non-infringement or warranties arising from course of performance, course of dealing or use of the Services, the Platform, the Website, the mobile application.

Without limiting the foregoing, WHITEBIT does not represent or warrant that the Services, the Platform, the Website, the mobile application or materials are accurate, complete, reliable, up-to-date, error-free, or free of viruses or other harmful components.

18.2. WHITEBIT does not guarantee that any order will be executed, accepted, recorded or remain open. Except for the express statements set forth in this User Agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and access of the Services, the Platform, the Website, the mobile application.

Without limiting the foregoing, you hereby understand and agree that WHITEBIT will not be liable for any losses or damages arising out of or relating to:

- any inaccuracy, defect or omission of Digital assets price Data;
- any error or delay in the transmission of such Data, interruption in transmitting/obtaining any such Data;
- any damages incurred by the another User’s actions, omissions or violation of this User Agreement.

The disclaimer of implied warranties contained herein may not apply if and to the extent it is prohibited by the applicable Law.

18.3. To the maximum extent permitted by the applicable Law, in no event will WHITEBIT’s affiliates, WHITEBIT’s and its affiliates’ shareholders, owners, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors be liable for any incidental, indirect, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other benefit) arising out of or in connection with the Services, the Platform, the Website, the mobile application, any performance

18.4. Notwithstanding the foregoing, in no event will the liability of WHITEBIT, its affiliates and their shareholders, owners, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors arising out of or in connection with using the Services, the Platform, the Website, the mobile application, any performance or non-performance of the Services, the Platform, the Website, the mobile application, or any other product or other item provided by or on behalf of WHITEBIT or its affiliates exceed the amount of Fees paid by you to WHITEBIT under this User Agreement in the six-month period immediately preceding the event giving rise to the claim for liability.

18.5. Without prejudice to the foregoing, WHITEBIT makes no representations or warranties regarding the timeliness, accuracy or completeness of any Data or other information on the Platform or results you receive when accessing or using the Platform. WHITEBIT does not bear any responsibility for claims related to any software, technology or equipment, the Platform, existing technology, Data or any other information, materials, Digital assets or the fact that the Platform meets your requirements or that access to it must be continuous, timely, safe, complete, accurate, free from errors and defects.

You acknowledge that the software and equipment you use may not support certain functions of the Platform.

18.6. Neither WHITEBIT, nor any third party providing information on the Website, the Platform recommends, endorses, protects or acts as a guarantor of any Digital asset, trading pair or Transaction that is present or performed on the Platform. You acknowledge significant risks associated with the Digital assets markets and trading Transactions. WHITEBIT does not provide financial, tax, legal, investment or other recommendations. Any information on prices, quotes, forecasts, profitability estimates or historical indicators is intended for informational purposes only and does not guarantee future results and is not an offer to buy or sell, or a recommendation to buy or sell any Digital asset or to perform any Transaction. You agree that the Platform is not and cannot be considered the main reason for your decision to perform any Transaction, and WHITEBIT is not and cannot be considered your financial consultant or fiduciary trustee. By entering into this User Agreement, you acknowledge that any use of the Data or other content of the Platform is solely at your responsibility.

18.7. You understand and agree that, provided that we have taken reasonable precautions, provided our Services properly and performed all of our obligations under this User Agreement, WHITEBIT will be exempted from the liability for any direct or indirect losses, any lost profit, data, ability to use the Platform, operational downtime, loss of business reputation, costs on the replacement of the Services or downtime incurred to you, your affiliates and any other Person as a

18.8. Nothing in this User Agreement shall and can be construed as excluding or limiting the liability of any of the parties for:

- fraud or intentional misrepresentation;
- other actions, the liability for which cannot be excluded or limited by virtue of the Law.

18.9. The Platform may contain links to third-party(ies) websites and direct the Users to other websites. Such websites are not under control of WHITEBIT; furthermore, publication of links does not mean that WHITEBIT approves such websites. WHITEBIT does not provide any warranties or representations and does not bear any responsibility with regard to the accuracy, content, terms of use, privacy policy, legality, reliability, perception, relevance, compliance with moral standards and other aspects related to such websites.

External websites have separate and independent terms and conditions of use and related policies. We ask you to familiarize yourself with the rules, policies, terms and conditions of each website you visit. You must take precautions to make sure that everything you choose to use is free from viruses, worms, Trojan horses and other malware.

18.10. Performing an operation, the User agrees to and independently bears all risks of transactions. No claims regarding cancellation of operations can be filed against WHITEBIT. Unless otherwise prescribed by this User Agreement for special cases, WHITEBIT does not accept or process applications for the return and/or cancellation of operations from anyone.

19. INDEMNIFICATION

19.1. The User agrees to defend, indemnify and hold harmless WHITEBIT, its affiliates and relevant employees, officers, directors and shareholders against all and any losses from property damage as a result of personal injury, death or other injuries resulting from negligence or misbehavior of the User or any person, for whom the User is legally liable.

19.2. You agree to defend, indemnify and hold harmless WHITEBIT against any losses, damage, expenses, claims, litigation, fine, including court expenses incurred by WHITEBIT, which are a direct or indirect consequence of:

- your misuse of the Website/the Services/the Platform or your use of the Website/the Services/the Platform; your inability to fully and timely perform any of your obligations under this User Agreement, including your failure to perform obligations related to any Transaction or Order;
- any of your representations or warranties provided in accordance with this User Agreement is or has become false or incorrect; any violation by you of any Law, rule, regulation or third party rights;

whether it was done with or without your knowledge.

20. APPLICABLE LAW AND DISPUTE RESOLUTION

20.1. This User Agreement is governed by and construed in accordance with the laws of England and Wales.

20.2. In case of disputes on the issues specified in this User Agreement, the Parties shall take all possible measures to resolve them through negotiations.

20.3. If the Parties fail to reach an agreement through negotiation, any dispute arising out of or in connection with this User Agreement shall be considered and finally resolved in accordance with the Rules of the London Court of International Arbitration (LCIA). The place of arbitration shall be London, United Kingdom. The language of the arbitration shall be English. Such decision shall be final and binding on both parties and may be used or prepared for enforcement in any court having jurisdiction; if necessary, an application may be submitted to the appropriate competent court.

20.4. The parties agree that information on the arbitration, including, but not limited to, information on the content of any arbitral award, is confidential and shall not be disclosed to third parties without written consent of the parties, unless otherwise stipulated by the Law.

21. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

21.1. You agree not to disclose any Confidential information relating to WHITEBIT or its affiliates received in connection with the conclusion of this User Agreement or any investigation conducted in connection with this User Agreement and, if applicable, you will also ensure performance of this obligation by your officials, employees and consultants, to whom such information has been disclosed. Obligations stipulated by this section do not apply to Confidential information:

- which was lawfully in your possession prior to the entering this User Agreement;
- voluntarily disclosed to you by third parties if such persons do not breach any obligations not to disclose such information;
- voluntarily released by WHITEBIT;
- is already known to the public.

21.2. WHITEBIT will not share or otherwise transmit information about the Users and/or potential users of the Website and/or the Platform, with the exception of its Representatives, the appropriate employees (in accordance to the applicable personal data protection Laws and regulations) in the ordinary course of WHITEBIT's activities, as well as for the purposes of implementation of WHITEBIT's banking or credit relations.

- this is required by Law;
- this is required by Governmental authorities on the basis of a subpoena, court order or decision or other legal procedure;
- WHITEBIT believes that such disclosure is required to prevent losses or financial loss;
- disclosure is necessary to report alleged illegal activity;
- disclosure is necessary to investigate breaches of this User Agreement or any applicable Law.

21.3. Privacy Policy has the priority other this section of the User Agreement.

22. NOTICES

22.1. Except as expressly stipulated by this User Agreement and the applicable Law, all notifications, messages and documents related to fulfillment by the parties of the obligations arising out of this User Agreement shall be sent and considered received by the Parties if they are emailed from the authorized address of one of the Parties to the authorized address of the other Party. Authorized addresses are:

for the User: email address or post address, specified in the User's Account (personal cabinet);

for WHITEBIT: the appropriate email address, specified on the Website or post address of the company, managing the Website, specified on the Website.

22.2. If, in accordance with the above provision, any notification, request or other message to WHITEBIT was delivered or made after 5 p.m. (UTC) and/or not in Business day such notification, request or other message shall be deemed delivered or received at 9 a.m. (UTC) on the next Business day.

WHITEBIT may provide you through the Platform with information, notifications and confirmations regarding the Orders, the Transactions, the Services, the Platform, and the use thereof. Such information, notifications and confirmations shall be deemed received by you as soon as they become available to you through the Platform.

23. ENTIRE AGREEMENT, AMENDMENTS AND SEVERABILITY

23.1. This User Agreement and any other documents referred to in it constitute an entire agreement between the parties and supersede any previous agreements, stipulated terms and conditions or agreements between them relating to the subject matter of this User Agreement. Each of the parties acknowledges that when concluding this User Agreement, it does not rely on any statements, representations or warranties ("representations") of any Person (regardless of

23.2. WHITEBIT is entitled to unilaterally amend the terms and conditions of this User Agreement, Privacy Policy, AML/CFT Policy and procedures, as well as Fees and limits. Such amendments take effect upon the expiry of three (3) days from the date of posting a new version of the relevant documents on the Website.

With each subsequent visit to the Website before using your Account, you shall familiarize yourself with a new version of the above documents. Continued use of the Website and/or the Platform, through your Account, will mean your acceptance of the terms and conditions of a new version of the mentioned above documents.

If you do not agree to the terms and conditions of a new versions of the above mentioned documents, you must stop using the Website and the Platform, including by closing all incomplete Transactions with WHITEBIT.

23.3. If any provision of this User Agreement is or becomes (whether or not it is such on the basis of any decision or otherwise) invalid, illegal or unenforceable in any way in accordance with the applicable Law the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

If any court or Governmental authority finds that any provision of this User Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part thereof shall be considered deleted to the necessary extent, and this shall not affect the validity, legality, and enforceability of the remaining provisions of this User Agreement.

24. CHANGE OF CONTROL AND ASSIGNMENT

24.1. If WHITEBIT is acquired by or merged with a third party or WHITEBIT's assets and/or business (in whole or in part) are acquired by a third party (in any of these circumstances), WHITEBIT reserves the right to transfer or to assign the information, which WHITEBIT has received from you, including your Personal data and other information as part of such acquisition, merger, sale, transfer or other change of control.

24.2. You must not assign the rights and obligations under this User Agreement in any way without prior written consent of WHITEBIT, and any alleged assignment in violation of this clause is invalid. WHITEBIT may assign rights and obligations under this User Agreement (in whole or in part) to other entity(ies) in connection with the transfer of all or part of WHITEBIT's assets or business to WHITEBIT's affiliate or any third party with prior notice at least five Business days before. By accepting this User Agreement, you give your irrevocable consent to the aforementioned assignment and/or transfer, including transfer of your Personal data and other information, related to you, as well as transfer of any Funds on your Account by WHITEBIT as part of such assignment.

you and WHITEBIT, including WHITEBIT technical support service, may, at the discretion of WHITEBIT, be recorded with or without using an automatic sound notification device. In addition, you unconditionally agree and authorize WHITEBIT to use such records and any transcripts thereof as evidence in connection with any dispute or lawsuit that may arise or any issue arising out of or in connection with this User Agreement, the Services, any Order or Transaction.

26. FINAL PROVISIONS

26.1. This User Agreement is valid until one of the parties terminates it. The User may terminate this User Agreement at any time (after fulfilling the appropriate demands stipulated by this User Agreement) by ceasing the use of the Services (the Platform) and removing all copies of any components of the software from all of his devices and equipment.

26.2. In addition to cases specially stipulated by this User Agreement, WHITEBIT may unilaterally terminate this User Agreement at its discretion, with prior, at least 10 days before, notice to the User.

DELISTING POLICY

1. WHITEBIT is entitled to delist any coin/token from the Platform for any reason with fourteen (14) days prior notification to the coin/token issuer (or to the team/legal entity managing the appropriate project, or to the appropriate project owner(s), or to the person who was the initiator of listing) and users that possess such coins/tokens on their Accounts. In cases if WHITEBIT due to the technical or other changes or arisen technical issues in appropriate blockchains (major technical issues or updates) can't guarantee the withdrawal of the appropriate digital assets (related to such blockchain), WHITEBIT reserves the right to shorten this period to up to 7 days. In this case, WHITEBIT shall issue no less than 3 (three) warnings to the users per email or per the official social media channels.
2. WHITEBIT will inform Users that have such coins/tokens on their Accounts about the coin/token delisting by means of email notification and by social media post(s). Users bear the sole responsibility for regularly checking updates on the coin/token delisting.
3. WHITEBIT makes the decision to delist coin/token following the next criteria/circumstances:
 - the coin/token is no longer supported by the team, issuer, community, etc.;
 - blockchain or related technology becomes compromised or defective or has serious technical or security problems/issues (including if it became known from public sources);
 - it is necessary or preferably implementation of new regulatory standards and other compliance issues;
 - the coin/token faces significant legal issues related to compliance with applicable laws and regulations;

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- violation of the WhiteBIT User Agreement or the appropriate listing agreement; in cases prescribed by the appropriate listing agreement;
 - multiple complaints (or suspicious activity reports) related to the coin/token from the Users; if it is necessary to prevent and/or stop fraud, manipulation, security breaches or other unlawful actions, hacking attacks;
4. WHITEBIT will freeze (block) the coin/token deposit/exchange/trading options on the Platform on the next date after delisting notification or in the date specified in the notification. WHITEBIT shall give to the Users a thirty (30) days term after delisting notification to withdraw coins/tokens from their Accounts to external wallets.
5. If the User does not withdraw the coin/token within 30 (thirty) days after delisting notification, the storage fee will be charged until remaining coins/tokens are withdrawn by the User or until the coin/token balance on the User's Account reaches a zero balance. The size of the storage fee will be determined for each delisted coin/token individually. WHITEBIT will inform Users that possess such coins/tokens on their Accounts on the Platform about the storage fee size in delisting notification. If not specified in delisting notification – the storage fee shall be charged in size of 5 (five) percent per day of the amount of coins/tokens not withdrawn from the Account on the date, when WHITEBIT (in accordance to this Delisting policy) got the right to charge the storage fee.
6. Notwithstanding the above in any case WHITEBIT has the right to finish delisting of coin/token from the Platform after expiration of 60 (sixty) days after delisting notification. In that case technical support of coin/token (as well as the technical possibility to keep coins/tokens on the



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语言: [Chinese](#)

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