

Terms Of Use

The following Terms of Use ("ToU") govern the use of the Bitcoin IRA website, www.BitcoinIRA.com, which is managed by Alternative IRA Services, LLC, a Delaware Limited Liability Company, having a principal place of business at 15303 Ventura Blvd., Suite 1060, Sherman Oaks, CA 91403, which, together with its subsidiaries, affiliates, assignees and its and their respective officers, directors, employees and agents shall be referred to in this Agreement as "BCI", "we" or "us". You should regularly review the ToU, as they are subject to change. "You", "Your" or "yours" means the consumer using the Website. You should regularly review the ToU, as they are subject to change.

1. GENERAL TERMS AND CONDITIONS

All use of the Website and all platform services available through the Website (collectively, the "Services") are subject to the ToU. By accessing and using this Website, you acknowledge, accept, and agree to all the terms, conditions, and privacy policies described or incorporated by reference below. The ToU represents a binding contract between you and BCI, and are in addition to any other agreements between you and BCI, if any, and any other agreements that govern your use of products, services, content, tools, and information available on the Website. If you do not agree with anything contained in the ToU, please do not continue to visit, submit information to, access information from, or otherwise utilize the Website.

You agree that we may modify the ToU at any time. We have no obligation to notify you of any modifications. It is your responsibility to review the ToU from time to time, to see if modifications have been made. Any modification is effective immediately upon posting on the Website. Your continued use of the Website following modification of the ToU will be conclusively deemed to signify your acceptance of the modification. Notwithstanding the aforesaid, for any material changes, we will seek your consent to the extent required by law. BCI reserves the right, at any time, to modify or discontinue, temporarily or permanently the Website (or any part thereof) without notice.

You agree to keep business information and trade secrets of BCI, including, but not limited to, terms and pricing which are not publicly disclosed, and any user account information confidential until such information becomes known to the public generally and except to the extent that disclosure may be required by law, regulation or legal process.

2. NO INVESTMENT ADVICE OR SOLICITATION

BCI is not an investment firm and does not provide investment advice. Any information contained on the Website is for information purposes only, and does not constitute investment, financial, legal, tax or other advice. You agree that all decisions you make on investment matters are your full responsibility, and you agree to consult with your own financial advisors prior to making any investment decisions. You agree to accept full responsibility for any investment you make. BCI, its Website and Affiliates are not a substitute for the advice or services of a financial advisor. You understand that purchase of investment assets through the Website involves risk of loss.

Except as otherwise expressly noted, no information or communication contained on the Website shall constitute an offer to buy or sell or a solicitation of an offer to buy or sell investments, securities or any other financial instruments. Further, the information contained on the Website does not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any state or jurisdiction in which such an offer or solicitation is not authorized or permitted, or to any person to whom it is unlawful to make such offer or solicitation.

2. NOT A DEPOSIT ACCOUNT

You present that you understand and acknowledge that BCI is not a bank or depository institution. Any investment opportunities available through the platform are not depository bank accounts, and therefore are not insured by the Federal Deposit Insurance Corporation or by any other governmental agency.

4. PRIVACY

Your privacy is very important to us. BCI's Privacy Policy explains how we treat your personal information and protect your privacy when you are using the Website. By using the Website, you agree that BCI may use your information as set forth in the Privacy Policy. We designed our Privacy Policy to make important disclosures about how you can use the Website to share with others and how we collect and can use your content and information. You are subject to the BCI's Privacy Policy which may be found at <http://www.bitcoinira.com/privacy-policy/> and is incorporated herein by reference.

5. E-MAIL

YOU MAY NOT SEND UNSOLICITED E-MAILS OR E-MAIL THAT INCLUDES FALSE OR MISLEADING INFORMATION IN THE RETURN ADDRESS OR IN THE SUBJECT LINE TO ANYONE WHOSE E-MAIL ADDRESS INCLUDES THE DOMAIN NAME BITCOINIRA.COM. YOU MAY NOT USE OUR DOMAIN NAME AS A PSEUDONYMOUS RETURN E-MAIL ADDRESS FOR ANY COMMUNICATIONS THAT YOU TRANSMIT FROM ANOTHER LOCATION OR THROUGH ANOTHER SERVICE. YOU MAY NOT PRETEND TO BE SOMEONE ELSE – OR SPOOF THEIR IDENTITY – WHEN USING THE WEBSITE.

6. INTELLECTUAL PROPERTY; COPYRIGHT

The contents of the website and any products or services provided or sold by BCI, including the website's likeness, text, graphics, logos, button icons, images, audio and video clips (if any) and software, as well as the compilation of businesses, lenders and opportunities listed on the Website, are the property of BCI or it otherwise has the right to use them as part of the Website, and are subject to the copyright or other intellectual property rights of BCI and/or to the terms of licenses held by BCI. Such intellectual property is protected by federal and state law. Without BCI's prior written consent you may not reproduce, modify, distribute, transmit, republish, display or perform the content and software on the Website, or of any products or services sold by BCI. You may copy information from the website only as may be strictly necessary for your own use to view, save, print, or transmit it. The commercial use or public dissemination of any information and data gathered from BCI is strictly prohibited, unless specifically authorized in writing. Any violation of the foregoing clause may subject you to compensatory and punitive damages, and shall specifically also entitle BCI to equitable relief, in addition to any other available remedies.

By submitting information or other material to us, you grant BCI a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right to use, reproduce, modify, adapt, publish, create derivative works, and distribute such materials or portions of such materials, in any form or medium known or later developed, in furtherance of the terms of the ToU and the actions and transactions contemplated hereby. Nothing in the Website or elsewhere shall be construed as granting any license or right to use, implied or otherwise, any mark displayed on the Website without the written permission of BCI or the third party owner of the mark. You agree that you will not and will not allow others to decompile, disassemble, reverse engineer, copy, use, merge, disclose, sell or transfer the underlying source code or structure or sequence of BCI's technology or delete or alter author attributes or copyright notices. You are limited to use the Website to submit loan applications under the Merchant's account and you shall use the Website solely for your own use and shall not allow others to use the Website under or through your account.

7. DIGITAL MILLENNIUM COPYRIGHT ACT

BCI expects its users to respect the intellectual property rights of others. We may remove materials that appear in our sole discretion to infringe upon the intellectual property rights of others and it is our policy to restrict the access rights of repeat infringers. If you believe a work protected by a U.S. copyright you own has been posted without authorization, you may notify the BCI copyright agent, and provide the following information:

A physical or electronic signature of the person authorized to act on behalf of the copyright owner,

Identification of the copyrighted work or works claimed to have been infringed,

A detailed description of the material you claim is infringing, together with information sufficient to enable us to locate it, including the URL where the infringing material appears,

Your address, telephone number and e-mail address,

A statement by you that you believe in good faith belief that the copyrighted material identified is being used in a manner that is not authorized by the copyright owner, its agent or the law, and

A statement by you that the above information is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright allegedly infringed.

The BCI copyright agent can be reached at:

Archer Norris

333 South Grand Ave Suite 1700

Los Angeles, CA 90071

IMPORTANT NOTE: THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING BCI THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

8. COMMUNICATION

This site is compliant with the Telephone Consumer Protection Act, 47 U.S.C. § 227. By submitting your personal information through the Website, you are establishing a business relationship between yourself and Bitcoin IRA and agree that Bitcoin IRA may contact you through email or phone number with calls and text messages from or on behalf of Bitcoin IRA, its subsidiaries and partnering agents and carriers at the telephone number and email address you provided. Additional charges may apply for SMS, call or internet usage depending on your provider. You will have the opportunity to opt out of receiving future messages from us. You understand that consent is not a condition of service purchase. You are under no obligation to use our services.

9. HYPERLINK POLICY

The Website may contain links to third-party websites. Any such link is provided only as a convenience. The inclusion of any link does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by BCI of any information contained in any third party website. In no event shall BCI be responsible for the information contained on any third party website or your use of or inability to use such website. You should also be aware that the terms and conditions of such website and the website's privacy policy may be different from those applicable to your use of the BCI Website. You should read such terms and conditions and privacy policies carefully before using any such third party website.

YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND ON OR THROUGH THE THIRD-PARTY WEBSITES AND/OR SERVICES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD-PARTY.

YOU HEREBY IRREVOCABLY WAIVE ALL RIGHTS RELATED TO, AND RELEASE THE RELEASED PARTIES FROM AND AGAINST, ANY LIABILITIES ARISING FROM OR RELATED TO THE CONTENTS OF ANY THIRD-PARTY WEBSITE

10. THIRD-PARTY CONTENT

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11. ACCOUNT REGISTRATION

When you complete the registration process, you create an account and become a registered user of the Website. Your account allows you to participate in the Services, subject to the ToU and the Privacy Policy. BCI reserves the right to refuse to allow a user to register or use the Services for any reason, at BCI’s sole discretion. To register, you must enter your email address and select a password. The email address must be an actual address that belongs exclusively to you. You may not use an email address that is used by someone else, and the email address cannot be indecent, or otherwise offensive, or be used in any way that violates the ToU. You may not provide false information during the registration process.

Maintaining account security is very important. BCI takes commercially reasonable steps to keep the Website secure, however security is not guaranteed. Security also depends on you. You should not reveal your password to anyone. Your account is at risk if you let someone use it inappropriately and your account is subject to termination if you or anyone using your account violates the ToU.

The information you provide may be visible to BCI and its employees and affiliates who have a need to know such information to provide the Services. You agree to immediately notify BCI of any unauthorized use of your account or password. You are fully and solely responsible for the security of your computer system and all activity on your account, even if such activities were not committed by you. See Limitation of Liability below.

12. ACCOUNT TERMINATION

You agree that BCI may for any reason, in its sole discretion and without notice, terminate your account, and remove from the Services any content associated with your account. Grounds for such termination may include, but are not limited to, (i) extended periods of inactivity, (ii) violation of the ToU, (iii) fraudulent, harassing or abusive behavior, (iv) behavior that is harmful to other users, third parties, or the business interests of BCI or (v) infringement of third party intellectual property rights.

If BCI believes, in its sole discretion, that a violation of the ToU or any illegal or inappropriate behavior has occurred, BCI may take any corrective action deemed appropriate. BCI will fully cooperate with any law enforcement authorities or court order requesting or directing BCI to disclose the identity of anyone believed to have violated these ToU or to have engaged in illegal behavior in the use of the Services.

If there are no funds in your account, you may terminate your account at any time by emailing info@bitcoinira.com. The provisions relating to Intellectual Property, Disclaimer of Warranties and Limitation of Liability, Indemnification, Data Storage, Access outside the United States and Reservation of Rights shall survive any termination.

13. DISCLAIMER

Your use of any aspect of the Website is at your own risk. BCI makes no representations or warranties whatsoever in respect of the Website or Services. Neither BCI nor any of its affiliates or their respective owners, officers, directors, employees, contractors or agents will be liable for any direct, incidental, consequential, indirect, punitive, exemplary, special or other damages, whether under any contract, tort (including negligence), strict liability, or other theory, and regardless of whether it has been advised of the possibility of such claim or damage, arising in connection with the Website or Services.

14. USE RESTRICTIONS

The software and technology underlying the Website is the property of BCI, and you may not connect to or use the Website in any way that is not expressly permitted by the ToU. Specifically, you may not do or attempt to do any of the following: (a) Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Services (including without limitation, for the purpose of obtaining unauthorized access to the Website) without Company's prior written authorization, including framing or mirroring any part of the Website; (b) Circumvent, disable, or otherwise interfere with security-related features of the Services, the Website, or features that prevent or restrict use or copying of any content; (c) Use the Website or Services in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in by the ToU; (d) Sell, resell or otherwise monetize any content to any third party, except as specifically set forth in by the ToU; (e) Use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Website; (f) Harvest, collect or mine information about other users of the Website; (g) Create a database by systematically downloading and storing all or any of the content on the Website; (h) Remove, obscure, make illegible or alter any proprietary notices or labels or other indications of BCI's rights in the Website; (i) Use or access another user's account or password without permission; or (j) Use the Website or Services in any manner not permitted by the ToU.

15. NO WARRANTY; LIMITATION OF LIABILITY

BCI AND ALL OF ITS AFFILIATES INCLUDING THIRD-PARTY AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, AND BEAR NO LIABILITY WITH RESPECT TO ANY RETIREMENT ACCOUNTS, INVESTMENTS, SECURITIES, COMMODITIES, ASSETS, CRYPTOCURRENCIES OR THE PERFORMANCE THEREOF.

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BCI makes no guarantees or warranties of any kind as to the adequacy, completeness, sufficiency, timeliness or accuracy of any material available in or through the Website.

NEITHER BCI NOR ANY OF ITS AFFILIATES, SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, INCLUDING LOSS OF EARNINGS, GOODWILL OR DATA, WORK STOPPAGE, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR OTHER INTANGIBLE LOSSES (EVEN IF THE PARTIES ENUMERATED ABOVE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF (I) THE USE OR INABILITY TO USE THE WEBSITE, THE WEBSITE OR ANY PART THEREOF, ERRORS, OMISSIONS, VIRUSES AND MALICIOUS CODE OR OTHER INACCURACIES IN THE WEBSITE, THE WEBSITE OR ANY PART THEREOF OR (II) INFORMATION OR MATERIALS AVAILABLE OR ACCESSIBLE THROUGH THE WEBSITE, THE WEBSITE OR ANY PART THEREOF. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. TO THE EXTENT THE ABOVE DISCLAIMER OR THE LIMITATIONS SET FORTH HEREIN ARE PROHIBITED BY LAW, THEIR APPLICABILITY SHALL BE LIMITED TO THE MINIMUM PERMITTED BY LAW.

This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure.

YOU HEREBY AGREE THAT BCI'S TOTAL AGGREGATE LIABILITY AND YOUR SOLE REMEDY AGAINST BCI ARISING OUT OF OR RELATING TO THE USE OF THE WEBSITE SHALL NOT EXCEED THE TOTAL AMOUNT YOU (OR ANY OTHER USER) PAID TO BCI FOR USE OF THE WEBSITE AND/OR THE PLATFORM SERVICES FROM THE EFFECTIVE DATE OF THIS AGREEMENT DURING THE TERM OF THIS AGREEMENT.

16. INDEMNITY

You agree to indemnify and hold BCI and its Affiliates harmless from and against any suit, action, claim, demand, penalty or loss, including reasonable attorneys' fees, made by or resulting from any third party due to or arising out of your use of the Website, any materials contained in the Website, any breach of the ToU or the materials it incorporates by reference, including without limitation the BCI Privacy Policy, or your violation of any law, regulation, order or other legal mandate, or the rights of a third-party.

17. FORWARD LOOKING STATEMENTS

Certain statements in the Website and the content may constitute "forward-looking" statements that involve known and unknown risks, uncertainties and other factors that may cause actual returns of investment to be materially different from any future returns or values expressed or implied by such forward-looking statements. Forward-looking statements typically include words such as "may," "will," "expect," "believe," "plan," "expect," "anticipate," "intend" and other similar terminology. These statements reflect current expectations regarding future events and speak only as of the date of being posted to the Website. Forward-looking statements involve significant risks and uncertainties, should not be read as guarantees of future performance or returns, and will not necessarily be accurate indications of whether or not such returns will be achieved. Given these uncertainties and risks, users of the Website, including any person who may or has invested using the BCI technology platform, are cautioned not to place undue reliance on such forward-looking statements.

A variety of factors could cause the actual results and developments of any investment to differ significantly from the results and developments forecasted and implied. Although forward-looking statements contained in the Website, if any, are based upon what BCI and its advisors believe are reasonable assumptions, BCI cannot assure you that actual results, returns or events will be consistent with these forward-looking statements. Forward-looking statements are made as of the date of being posted to the Website, and Company and its subsidiaries and affiliates assume no obligation, and expressly disclaim any obligation, to update or revise forward-looking statements contained in or incorporated by reference into the Website or the content or any information supplemental thereto to reflect new information, future events or circumstances or otherwise.

18. CHOICE OF LAW; DISPUTES.

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the laws of the State of California without giving effect to conflict of laws principles thereof. Each party irrevocably agrees to submit to the exclusive jurisdiction of the state and federal courts sitting in Los Angeles County any claim or matter arising under or in connection with this Agreement, provided that the limitation set forth in this Section above shall not prevent BCI from seeking injunctive relief in any other jurisdiction.

EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, UNCONDITIONALLY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

19. DATA STORAGE; ACCESS OUTSIDE OF THE UNITED STATES

Your personal information will be processed for BCI by TransUnion, Financing Institutions or similar third-party providers, whose data protection and privacy protections may not afford the same level of protection as required by laws of certain countries, such as the member nations of the European Union. We make no claims that the Website or any of its contents are appropriate or may be downloaded or accessed outside of the United States. If you access the Website from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your country. You may not use or export any content of the Website in violation of U.S. export laws and regulations.

20. RESERVATION OF RIGHTS

All rights not otherwise expressly granted to you by the ToU are reserved to BCI. You agree that no joint venture, partnership, employment, or agency relationship exists between you and BCI resulting from the ToU or any use of the Website. The failure of BCI to exercise or enforce any right or provision of the ToU shall not constitute a waiver of such right or provision. If any provision of the ToU is found by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that the court should give effect to the parties' intentions as reflected in such provision, and the other provisions of the ToU shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or the ToU must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the ToU are for convenience only and have no legal or contractual effect. Neither the course of conduct between you and BCI, nor trade practice shall act to modify any provision of the ToU. The ToU are not assignable, transferable or sub licensable by you.

21. QUESTIONS OR COMMENTS

BCI welcomes questions and comments about the ToU. Questions or comments should be directed to the address or phone below:

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Sherman Oaks, CA 91403

877-936-7175

info@bitcoinira.com