

USER AGREEMENT AND TERMS & CONDITIONS

Last updated: 31 Oct 2018

This is a contract between you and each of:

BitGinko, a private limited company incorporated in Hong Kong.

References in this Agreement to "BitGinko", "we", "our" or "us", are to BitGinko depending on the context, and references to "you" or "your" are to the person with whom BitGinko enters into this Agreement.

By signing up to use an account through standardkepler.com, or any of our associated websites, APIs, or mobile applications (collectively the "BitGinko Site"), you agree that you have read, understood, and accept all of the terms and conditions, as well as our [Privacy Policy](#).

1. ACCOUNTS AND ACCESS

1.1. Registration of BitGinko Account. In order to use the BitGinko Services, you will need to register for a BitGinko account by providing your name, an e-mail address, password, and accepting the terms of this Agreement and our [Privacy Policy](#). We may, in our sole discretion, refuse to open a BitGinko Account for you, or limit the number of BitGinko Accounts that you may hold.

1.2. Identity Verification. You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the BitGinko Services and your access to one or more BitGinko Services and the limits that apply to your use of the BitGinko Services, may be altered as a result of information collected on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number). In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You authorize us to make the inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies. Additionally, we may require you to wait some amount of time after completion of a transaction, before permitting you to use further BitGinko Services and/or before permitting you to engage in transactions beyond certain volume limits. This includes authorizing your wireless operator to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to BitGinko with your wireless operator account profile information for the duration of the business relationship.

1.3 Access. To access the BitGinko Services, you must have the necessary equipment (such as a smartphone or tablet) and the associated telecommunication service subscriptions to access the Internet. The BitGinko Services can be accessed directly using the BitGinko Site.

2. SUSPENSION, TERMINATION, AND CANCELLATION

2.1 Suspension, Termination, and Cancellation. We may: (a) refuse to complete or block, cancel or reverse a transaction you have authorized (b) suspend, restrict, or terminate your access to any or all of the BitGinko Services, and/or (c) deactivate or cancel your BitGinko Account with immediate effect for any reason, including but not limited to where:

- We are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction;
- We reasonably suspect you of acting in breach of this Agreement;
- We reasonably suspect you have breached our Policy on Prohibited Use, Prohibited Businesses and Conditional Use;
- We have concerns that a transaction is erroneous or about the security of your BitGinko Account or we suspect the BitGinko Services are being used in a fraudulent or unauthorized manner;
- We suspect money laundering, terrorist financing, fraud, or any other financial crime;
- Use of your BitGinko Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; and / or
- You take any action that may circumvent our controls such as opening multiple BitGinko Accounts or abusing promotions which we may offer from time to time.

If we refuse to complete a transaction and / or suspend or close your BitGinko Account, or terminate your use of BitGinko Services in this way, we will (unless it would be unlawful for us to do so) provide you with notice of our actions and the reasons for refusal, suspension or closure and where appropriate, with the procedure for correcting any factual errors that led to the refusal, suspension or closure. In the event that we refuse to complete a transaction and / or suspend your BitGinko Account we will lift the suspension as soon as reasonably practicable once the reasons for refusal and / or suspension no longer exist. However, we are under no obligation to allow you to reinstate a transaction at the same price or on the same terms as the suspended, reversed or cancelled transaction.

We may suspend, restrict, or terminate your access to any or all of the BitGinko Services and/or deactivate or cancel your BitGinko Account, without reason by giving you two months notice. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your BitGinko Account, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of its risk management and security procedures to you.

You may cancel your BitGinko Account at any time by contacting us via our Customer Support email ([contact us now](#)). You will not be charged for cancelling your BitGinko Account, although you will be required to pay any outstanding amounts owed to us. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

3. LIABILITY

3.1. Release of BitGinko. If you have a dispute with one or more users of the BitGinko Services, you agree that neither we nor our affiliates or service providers, nor any of our respective officers, directors, agents, joint venturers, employees and representatives will be liable for any claims, demands and damages (actual and consequential) of any kind or nature arising out of or in any way connected with such disputes.

3.2. Indemnification. You agree to indemnify us, our affiliates and service providers, and each of our or their respective officers, directors, agents, employees and representatives, in respect of any costs (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to your breach and / or our enforcement of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

3.3. Limitations of Liability. We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement and our liability in these circumstances is limited as set out in the remainder of this section.

3.4. No Warranties. The BitGinko services are provided on an "as is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law: specifically we disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any representations or warranties that access to the BitGinko Site, any of the BitGinko Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

We make no representations about the accuracy or completeness of historical Digital Currency price data available on the BitGinko Site. We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and cheque issuances are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

3.5. Safety and Security of Your Computer and Devices. BitGinko is not liable for any damage or interruptions caused by any computer viruses, spyware, scare ware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. BitGinko customer support will never ask to screen share or otherwise seek to access your computer or account; similarly, we will not ask for your two factor authentication codes. Always log into your BitGinko Account through the BitGinko Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

3.6. No Liability for Breach. We are not liable for any breach of the Agreement where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.

4. CUSTOMER FEEDBACK, QUERIES, COMPLAINTS

4.1. Contact BitGinko. If you have any feedback, questions, or complaints, contact us via our Customer Support email ([contact us now](#)).

When you contact us please provide us with your name, address, and any other information we may need to identify you, your BitGinko Account, and the transaction on which you have feedback, questions, or complaints.

4.2. Complaints. In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. We will acknowledge receipt of your complaint if you contact us via [support mail](#). A Customer Complaints officer ("Officer") will consider your complaint. The Officer will consider your complaint without prejudice based on the information you have provided and any information provided by SK. Within 15 business days of our receipt of your complaint the Officer will address all points raised in your complaint by sending you an e-mail ("Resolution Notice") in which the Officer will: (i) offer to resolve your complaint in the way you requested; (ii) make a determination rejecting your complaint and set out the reasons for the rejection; or (iii) offer to resolve your complaint with an alternative solution. In exceptional circumstances, if the Officer is unable to respond to your complaint within 20 business days for reasons beyond SK's control, the Officer will send you a holding reply indicating the reasons for a delay in answering your complaint and specifying the deadline by which the Officer will respond to your complaint (which will be no later than 40 business days from our receipt of your complaint).

4.3. Offers. Any offer of resolution made to you will only become binding on us if accepted by you. An offer of resolution will not constitute any admission by us of any wrongdoing or liability regarding the subject matter of the complaint.

5. DATA PROTECTION

5.1. Personal Data. You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with this Agreement, or the BitGinko Services. Accordingly, you represent and warrant that:

- your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;
- before providing any such personal data to us, you have read and understood our [Privacy Policy](#), attached to this Agreement and a copy of which is also available at [Privacy Policy](#), and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that [Privacy Policy](#) (as amended from time to time), to that individual; and

- if from time to time we provide you with a replacement version of the [Privacy Policy](#), you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

6. GENERAL TERMS AND CONDITIONS

6.1. Limited License. We grant you a limited, non-exclusive, non-transferable license, subject to the terms of this Agreement, to access and use the BitGinko Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by us from time to time. Any other use of the BitGinko Site or Content is expressly prohibited and all other right, title, and interest in the BitGinko Site or Content is exclusively the property of BitGinko and its licensors. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. All logos related to the BitGinko Services or displayed on the BitGinko Site are trademarks or registered marks of BitGinko or its licensors. You may not copy, imitate or use them without our prior written consent.

6.2. Website Accuracy. Although we intend to provide accurate and timely information on the BitGinko Site, the BitGinko Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the BitGinko Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the BitGinko Site.

6.3. Prohibited and Conditional Use. In connection with your use of the BitGinko Services, and your interactions with other users and third parties, you agree to comply with the BitGinko Policy on Prohibited Use, Prohibited Businesses and Conditional Use.

6.4. Amendments. We will notify of you any change to the Agreement relating to BitGinko Services by email at least two months in advance. In such circumstances, you will be deemed to have accepted the change if you do not notify us otherwise prior to the date the change takes effect and continue to use the Services. If you do not accept the change, the Agreement will terminate at the end of the two-month notice. You may also end the Agreement immediately and free of charge with effect at any time before the expiry of the two-month notice. We may make all other amendments to the Agreement by posting the revised Agreement on the BitGinko Site or by emailing it to you, indicating when the revised Agreement becomes effective. Although we will endeavour to provide you with advance notice where possible, where lawful we may indicate that the revised Agreement shall be effective immediately and if you do not agree with any such modification, you should close your BitGinko Account and cease using the BitGinko Services.

6.5. Relationship of the Parties. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, either you or BitGinko to be treated as the agent of the other.

6.6. Privacy of Others; Marketing. If you receive information about another user through the BitGinko Services, you must keep the information confidential and only use it in connection with the BitGinko Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to effect a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so. You may not send unsolicited email to a user through the BitGinko Services.

6.7. Password Security. In order to access BitGinko Services you will be required to create or be given security details, including a username and password. You are responsible for keeping the electronic device through which you access BitGinko Services safe and maintaining adequate security and control of any and all security details that you use to access the BitGinko Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of such electronic device and ensuring that such electronic device is encrypted and password protected. Any loss or compromise of your electronic device or your security details may result in unauthorised access to your BitGinko Account by third-parties. You must keep your security details safe at all times. For example, you should not write them down or otherwise make them visible to others.

6.8. Security Breach. If you suspect that your BitGinko Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and / or BitGinko (together a "Security Breach"), you must notify BitGinko Support as soon as possible by email free of charge at support@BitGinko.com and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

6.9. Contact Information. You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you (including notices or alerts of actual or suspected Security Breach).

6.10. Taxes. It is your responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the BitGinko Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

6.11. Entire Agreement. This Agreement (including documents incorporated by reference herein) comprise the entire agreement between you and BitGinko.

6.12. Interpretation. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

6.13. Transfer. This Agreement is personal to you and you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else. We may transfer or assign our rights licenses, interests and / or our obligations at any time, including as part of a merger, acquisition or other corporate reorganisation involving SK, provided that this transfer or assignment does not materially impact the quality of the BitGinko Services you receive.

6.14. Invalidity. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision.

6.15. Enforcement of Our Rights. We may not always strictly enforce our rights under this Agreement. If we do this, it will be just a temporary measure and we may enforce our rights strictly again at any time.

6.16. Language. This Agreement and any information or notifications that you or we are to provide should be in English. Any translation of this Agreement or other documents is provided for your convenience only. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.

6.17. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the sections relating to suspension or termination, BitGinko Account cancellation, debts owed to SK, general use of the BitGinko Site, disputes with SK, and general provisions, will continue to be binding and operate after the termination or expiration of this Agreement.

6.18. Governing Law and jurisdiction. This Agreement will be governed by Hong Kong law and the non-exclusive jurisdiction of the Hong Kong courts. However, if you are an individual not engaged in conduct related to your trade, business or profession, and you are resident outside Hong Kong, you may also petition the courts of the jurisdiction in which you reside ("Home Jurisdiction") and the law governing this Agreement may include any such consumer laws of your Home Jurisdiction that provide greater consumer protection than is available under English law.

APPENDICES

APPENDIX 1: PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE

Prohibited Use

You may not use your BitGinko Account to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of BitGinko Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us via [support mail](#). By opening a BitGinko Account, you confirm that you will not use your Account to do any of the following:

- **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where BitGinko conducts business which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information
- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the BitGinko Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the BitGinko Site, other BitGinko Accounts, computer systems or networks connected to the BitGinko Site, through password mining or any other means; use BitGinko Account information of another party to access or use the BitGinko Site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's BitGinko Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of BitGinko
- **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any BitGinko Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the BitGinko Site about others, including without limitation email addresses, without proper consent
- **Fraud:** Activity which operates to defraud SK, BitGinko users, or any other person; provide any false, inaccurate, or misleading information to SK
- **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance
- **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of BitGinko intellectual property, name, or logo, including use of BitGinko trade or service marks, without express consent from BitGinko or in a manner that otherwise harms BitGinko or the BitGinko brand; any action that implies an untrue endorsement by or affiliation with SK

Prohibited Businesses

In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from BitGinko Services ("Prohibited Businesses"). Most Prohibited Businesses categories are imposed by Card Network rules or the requirements of our banking providers or processors. The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of BitGinko Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us via [support mail](#).

By opening a BitGinko Account, you confirm that you will not use BitGinko Services in connection with any of following businesses, activities, practices, or items:

- **Investment and Credit Services:** Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes
- **Restricted Financial Services:** Check cashing, bail bonds; collections agencies.
- **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder
- **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen
- **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials
- **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs

- **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body
- **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)
- **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features
- **Multi-level Marketing:** • Pyramid schemes, network marketing, and referral marketing programs
- **Unfair, predatory or deceptive practices:** Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers
- **High risk businesses:** • any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies

APPENDIX 2: E-SIGN DISCLOSURE AND CONSENT

This policy describes how BitGinko delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your BitGinko Account and your use of BitGinko Services. Communications include:

- Terms of use and policies you agree to (e.g., the BitGinko User Agreement and Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.

We will provide these Communications to you by posting them on the BitGinko website, emailing them to you at the primary email address listed in your BitGinko profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- A valid email address (your primary email address on file with SK); and
- Sufficient storage space to save past Communications or an installed printer to print them.

How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us at support@BitGinko.com. If you fail to provide or if you withdraw your consent to receive Communications electronically, BitGinko reserves the right to immediately close your Account or charge you additional fees for paper copies.

Updating your Information

It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if BitGinko sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, BitGinko will be deemed to have provided the Communication to you.

You may update your information by contacting our support team at support@BitGinko.com.