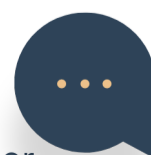


terms and conditions

1 September 2020

1. Auction

- 1.1 bigX[®] is the trading name of Digital Street OÜ, a company incorporated and registered in Estonia under the number 14625844 and with its registered address at Tornimäe tn 5, 10145, Tallinn (“**bigX**”, “**we**”, “**us**” or “**our**” as the context may require).
- 1.2 These terms and conditions (the “Terms”) govern the relationship between You and bigX. These are the Terms on which we allow you (“User”) to use our Platform and Services. These Terms apply to all use of our Platform and Site.
- 1.3 These Terms constitute the entire agreement between you and bigX relating to this subject matter (other than to the extent there are also Additional Terms applicable) and supersede all prior, contemporaneous and future communications (with the exception of future amendments to the Terms as made available by bigX) between you and bigX.
- 1.4 The Platform enables the User to purchase, sell and exchange various digital currencies and tokens. This may include cryptocurrencies such as, for example, Bitcoin, Ethereum, XRP or Litecoin in addition to various utility tokens that may be built on the Ethereum, EOS or Stellar or other blockchain protocols (“**Cryptocurrency**” or “**Digital Asset**”).
- 1.5 bigX does not provide any financial, investment or legal advice in connection with the Services. bigX may provide information on the price, range, volatility of Cryptocurrencies and events that have affected the price of Cryptocurrencies, but this should not be considered or construed as investment or financial advice and should not be interpreted as such. Any decision to buy or sell Cryptocurrencies is your own decision and bigX will not be liable for any loss suffered.
- 1.6 Please read these Terms carefully and make sure that you understand them before using the Platform or our Services. If you do not agree to these Terms, do not access our Platform and do not use any of our



Services or make an Order through the Platform.

3.1.1 Acceptance of our terms

- 2.1 By using the Platform and/or making an Order, you agree that you have read, understood and accept to be bound by these Terms.
- 2.2 You can review the current version of our Terms at any time by visiting our website. It is your responsibility to ensure that you are familiar with the current Terms. You are advised to check the above link on a regular basis.
- 2.3 Subject to your continued compliance with these Terms, bigX grants you a personal, non-exclusive, non-transferable, non-sublicensable and limited right to visit and use the Site and use our Services. You acknowledge that your personal data is processed by us in accordance with bigX's Privacy Policy ("**Privacy Policy**").

3

3.1.2 Definitions and interpretation

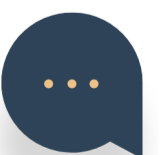
- 3.1 **Various definitions are set out in these Terms. Some definitions are replicated below and others are contained in the relevant parts of these Terms.**

In these Terms, the following words and expressions shall have the following meanings:

"Account": means an account registered by you on the Platform.

"Buyer": means a User who submits an Order to buy Cryptocurrencies through the Platform.

"Commission": means a fee charged by or on behalf of any third party (e.g. bank, non-bank financial institution, payment service provider, etc).



“Content”: means information and content that will be considered non-confidential and non-proprietary information and may be publicly shown on the Site and/or the Sociality Function which includes amongst other things: your username, your picture/avatar (if provided), your state of residency, gender, networks, list of users who follow you, list of users you follow and any network status/posts/blogs and any other content options that enable our Users to interact amongst themselves, including without limitation content and information you post on our community, comments, feedback, postings, “likes”, blogs and/or all information that you provide to us via our Site and/or the Sociality Function, our mobile apps, and/or by email, chat, or telephone and/or any other means.

“Cryptocurrencies” or “Digital Assets”: means any digital asset we support on the Platform (e.g. Bitcoin, Ethereum, Dash, XEM, XRP, EOS, etc.).

“Data Protection Legislation”: means the Regulation ((EU) 2016/679) and other relevant applicable legal acts concerning processing of personal data.

“Deposit”: means a Transaction involving a transfer of Funds to the Account.

“Excluded Jurisdiction”: means any country of residence that is excluded from being able to access or buy bigX' products and services.

“Fiat currency”: means government-issued currency, that is designated as legal tender in its country of issuance through government decree, regulation, or law.

“Funds”: means Cryptocurrencies and Fiat currency.

“KYC”: means know your client and customer due diligence procedures in accordance with the anti-money laundering and anti-terrorism financing laws applicable.

“Order”: means a User's instruction to buy or sell Cryptocurrencies on certain conditions.

“Permitted User”: means an individual expressly authorised by the User to use Platform and Services on behalf of the User and has undergone the necessary KYC checks in accordance with bigX's policies.

“Platform”: means the trading platform published by bigX from time to time including without limitation the trading platform at bigx.com.

“Seller”: means a User who submits an Order to sell Cryptocurrencies through the Platform.

“Services”: mean the services identified and described in section 4.1 of these Terms.

“Site”: means the bigX website at bigx.com.

“Sociality Function” means the sociality feature within the Platform which allows Users to interact with “one another” and discuss trends and performances. It also gives Users the ability to discuss and analyse upcoming events and market news.

“Tax”: means all forms of taxation, duties, imports, levies, withholding, taxes, rates and charges of whatsoever nature whether in Estonia or elsewhere in any part of the world wherever or whenever, created or imposed and includes (without limitation) corporation tax, advance corporation tax, income tax, VAT, customs and other import duties, excise duties, stamp duty, stamp duty reserve tax, stamp duty land tax, capital duty, social insurance contributions, foreign taxation and any payment whatsoever which any party may be or become bound to make to any authority in any jurisdiction where he resides and/or carries on business.

“Third Party”: means any entity or individual who is not affiliated with bigX.



“Trade Page”: means the section on the Platform within the Site where the Users can make Orders and Transactions.

“Transaction”: means (i) an Order; (ii) deposit of Cryptocurrencies or Fiat currencies by the User to their Account (**“Deposit Transaction”**); (iii) exchange of Cryptocurrencies, Fiat currencies among the Users (**“Trading Transaction”**), (iv) withdrawal of Cryptocurrencies or Fiat currencies from his Account (**“Withdrawal Transaction”**).

“Transaction Fee”: means a fee which is payable to bigX for each completed Transaction.

“Transaction Price”: means the total price paid by the Buyer in respect to each Transaction performed via the Service.

“User”: means a person or an entity that has complied with our KYC procedures, is not from an Excluded Jurisdiction, has agreed to these Terms and is a holder of an Account.

“Wallet”: means a hosted digital wallet enabling a User to store “Cryptocurrencies” or “Digital Assets” on the Platform.

“Withdrawal”: means a Transaction involving a transfer of Funds from the User’s Account to his/her bank account or to account opened in any other financial institution.

Interpretation

3.2 Unless otherwise stated, all references to a legislative provision shall be construed as including references to:

3.2.1 legislative provisions in Estonia;

3.2.2 any legislative provision which modifies, consolidates, re-enacts or supersedes it;

3.2.3 any subordinate and/or subsidiary legislation;

3.2.4 any legislative provisions of which it is a consolidation, re-enactment or modification pursuant to it.

3.3 Except where the context otherwise requires, words denoting the singular include the plural and vice versa; references to a “person” include any individual, firm, partnership, association, joint venture, state, agency of state, unincorporated association or body corporate (whether or not having a separate legal personality); references to any gender include all genders.

3.4 Unless otherwise stated, a reference to a Clause, sub Clause or Schedule is a reference to a clause or sub clause of, or a schedule to, these Terms.

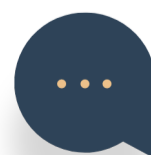
3.5 Clause headings are for ease of reference only and shall not affect the construction of these Terms.

3.6 A reference to:

3.6.1 any Party includes its successors in title and permitted assigns; and

3.6.2 any provision of these Terms is to that provision as amended in accordance with these Terms.

3.7 General words shall not be given a restrictive meaning:



3.7.1 if they are introduced by the word “other” by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
3.7.2 by reason of the fact that they are followed by particular examples intended to be embraced by those general words.

3.8 The ejusdem generis rule shall not apply so that general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters, circumstances or things.

3.9 The Trading Rules, the Website Terms of Use, the Cookie Policy, the Privacy Policy form part of these Terms and shall have effect as if set out in the full body of these Terms; any reference to these Terms includes the Schedule. Separate terms might apply for products that are related to the bigX Coin (BXC), such as Terms of Sale, Voting and Staking Terms or any other terms mentioned.

3.10 Words such as “hereunder”, “hereto”, “hereof” and “herein” and other words commencing with “here” shall unless the context clearly indicates to the contrary refer to the whole of these Terms and not to any particular section, clause or paragraph hereof.

4

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4.1 Our Services permit Users:

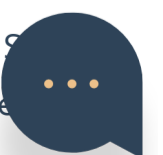
- 4.1.1 to deposit, exchange and withdraw Cryptocurrencies;
- 4.1.2 to deposit and withdraw Fiat currency onto the Platform;
- 4.1.3 to buy and sell Cryptocurrencies on the Platform;
- 4.1.4 to exchange Cryptocurrencies with Fiat on the Platform;
- 4.1.5 to access further financial services through our partner firms;
- 4.1.6 to access further non-financial services on the Platform.

4.2 Depending on the User’s place of residence, the User may be unable to use all the functions of the Site. It is the User’s responsibility to follow those rules and laws in their place of residence and/or place from which the User accesses this Site.

4.3 You agree that each and every Transaction placed by a User on the Platform shall be subject to the Transaction Fee. The Transaction Fee will be deducted from each Transaction as and when it is submitted by the User. Prior to the Transaction being made the User will be informed of the Transaction Fee on the Trade Page of the Platform.

4.4 The Site and our Services are subject to continuous development and therefore the functionality of the Site and the available Services shall be those referenced on the Site and subject to change from time to time

4.5 To the fullest extent permitted by applicable law, the Site assumes no responsibility for any loss of



functionality that may be caused by bugs and/or viruses. The Site does not guarantee the functionality, security or availability in such circumstances. The User acknowledges and accepts the risks relating to the loss of functionality that may be caused by bugs and/or viruses.

- 4.6 Our Sociality Functions assist Users in testing, evaluating and selecting their trading strategies by being able to review account information, trading history and other pertinent information. You understand, agree and acknowledge that bigX or the other Users are not providing you with investment advice and decision to trade Cryptocurrencies solely rests with you. You should carefully consider the risks associated with Cryptocurrencies prior to creating a trading strategy or begin trading Cryptocurrencies in accordance with your investment objectives and risk appetite.

5

Registration & accounts

- 5.1 Only Users will be permitted to access the Platform. The Platform will be password protected and require the User to use his log in details and password. Non-Users will only be able to view the Site and will not have access to the Platform until such time that they are registered. Non-Users can browse certain portions of the Site without registering with bigX.

5.1.1 Before becoming a User you agree that you shall, upon the request of bigX, promptly supply such information and documentation as may be reasonably requested by us to:

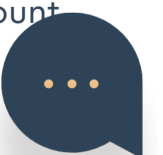
- a) complete an onboarding questionnaire;
- b) carry out, to our satisfaction, all necessary KYC and/or any analogous checks; and
- c) ensure, to our satisfaction, that we have complied with our own internal risk parameters and all applicable laws and regulations in connection with the opening of the Account in Estonia.

5.1.2 You acknowledge and accept that we may suspend your Account until you provide all information and documentation that we may request under clause 5.1 and we have determined, in our sole and absolute discretion, that it is acceptable to open the Account. bigX reserves the right to refuse to open the Account and is not required to give reason for such a refusal. You accept that, to the fullest extent permitted by applicable law, bigX shall not be liable for any damages, loss, etc as a result of suspending your Account or our refusal to open the Account.

- 5.2 You are solely responsible for all activity that takes place within your Account including all activity carried out by Permitted Users. We will not be liable for any loss or damage arising from unauthorised use of your credentials. You hereby release bigX from any and all liabilities arising from such activity.

- 5.3 You are responsible for maintaining the security and confidentiality of your Account verification details (including passwords). You agree to notify us immediately at support@bigx.com if you suspect or know of any unauthorised use of your login credentials or any other breach of security with respect to your Account. Separate login credentials may be required to access External Sites (defined below).

- 5.4 To the fullest extent permitted by applicable law bigX expressly disclaims any and all liability arising from revocation, cancellation, or suspension of your account for any reason. We reserve the right to terminate

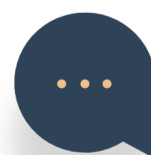


your Account immediately upon your breach of any of the Terms.

- 5.5 We reserve the right to, with or without prior notice, suspend or terminate your Account if activities occur on your Account which infringe or violate any third-party rights, damage or bring into disrepute the reputation of bigX, or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then we may terminate your Account immediately without notice to you and without any liability to you and/or any third party. You may terminate your Account and participation as a registered user at any time, without notice.
- 5.6 We may also take steps to suspend your Account if we have any suspicion that it may have been compromised or if we suspect that the Account is being used for money laundering or financing of terrorist activities. Whilst we try to mitigate the risk of fraud and cybercrime, we make no warranty that we will be able to identify or prevent unauthorised access to your Account and you should check your Account frequently.

obligations

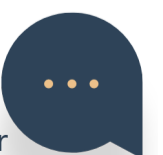
- 6.1 You confirm that you are 18 years of age or older. If you are under 18 years of age, then you must not use or access the Site at any time or in any manner.
- 6.2 You are either acting on your own account or a Permitted User acting on a disclosed basis on behalf of an organisation and have the consent and authority to represent such organisation and you have the consent and authority to bind the organisation when accepting these Terms.
- 6.3 You confirm that you will comply with our Trading Rules found at <https://bigx.com/trading-rules/>
- 6.4 You represent that:
- All submitted information and documents are true, accurate and complete in all respects, that they are in accordance with the respective laws, rules and regulations and do not infringe any third party rights; and as soon as possible, you will notify us about, and correct, any inaccuracy with regards to any information you have submitted.
 - You will comply with the Terms at all material times that you are User.
 - You have not previously been suspended or blocked from the Site or the use of other Services offered by bigX.



7

actions

- 7.1 The Platform allows you to submit Transactions.
- 7.2 The Platform also gives you access to Third Party platforms (cryptocurrency exchanges). bigX gives Users an opportunity to browse through the various markets simultaneously, compare prices, and trade of the Platform.
- 7.3 You recognise that an Order should only be submitted after careful consideration and you understand and accept the consequences of placing that Order. You further agree 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 Buyer's and the Seller'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.
- 7.4 Minimum and maximum order amounts vary for each trading pair and can be seen on the Trade Page of the Platform when placing an Order.
- 7.5 You acknowledge and agree that Deposit and Withdrawal of Fiat currency may be delayed due to bank verifications and checks, for a period of up to one (1) month. Similarly, and due to the inherent nature of the blockchain, you acknowledge and agree that depositing and withdrawing Cryptocurrencies into/from your Account may take between one (1) hour and twenty-four (24) hours, barring unforeseen or unavoidable network issues.
- 7.6 Unverified Users will be unable to Deposit Funds into their Accounts until they are verified by Big X in accordance with section 5.1.
- 7.7 If a User chooses to change their registered bank account or registered crypto address, bigX reserves the right to request information on these accounts to ensure that the accounts belong to the User and will delay the transfer until such a time that this information is provided and verified.
- 7.8 In the case of the User discovering their transaction activity (including but not limited to unknown deposits and withdrawals) on the Account that was not initiated by the User or any suspicious transaction, they shall immediately notify bigX of this activity and follow the instructions sent by bigX. Otherwise, bigX reserves the right to suspend the Account until we are able to investigate the matter and conclude the investigation. To the fullest extent permitted by applicable law, bigX accepts no liability for such activity and will not refund the User.
- 7.9 bigX may be forced to cancel or recall an already executed Withdrawal Transaction at a request of financial institutions, including but not limited to banks, which are involved in settlement of such Transactions. In such cases, the User agrees to co-operate with bigX in order to discover the reasons for such request.



Prohibitions on use of the site

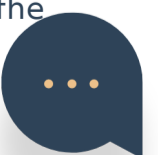
8.1 Without conflict or limitation of other terms in these Terms, you agree not to, and to refrain from attempting to:

- decompile, decipher, or tamper with any of the bigX software or source code;
- gain unauthorised access to any portion of the Site, or any other systems or networks connected to it, or to any bigX server, or to any of the Content offered on or through the Site by circumventing the Site's access control measures, either by hacking, password mining or any other means;
- transmit any virus, spyware, malware or any other computer file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Site or communications equipment and computers connected thereto;
- use or exploit any Trademarks or bigX content in any manner that is not expressly authorised by these Terms;
- provide any false information to bigX;
- utilise any device or software that can interfere, or in an attempt to interfere, with the proper working of the Site;
- delete or alter any material bigX makes available on the Site;
- post illegal material or use the Site for illegal activity;
- create a false identity or impersonate another person or entity in any way;
- fail to provide us with the necessary information to verify your identity and source of funds or wealth;
- use any means to restrict, discourage or deny the use of the Site from any person;
- use the Site for any unauthorised purpose, without bigX's prior express written consent.
- violate Estonian laws, any international, local laws or regulations or these Terms or
- assist any person in carrying out any of the activities mentioned above.

Any of the above will constitute breach of these Terms allowing us to suspend or terminate your use of the Site and any Account with immediate effect.

8.2 In order to protect bigX, the Site, you and our other Users, we may also be required to suspend your Account or use of the Site without notice and at any time and with immediate effect where we deem it reasonably necessary to ensure the safety of our customers and/or other Users and to protect against the risks of fraud and cybercrime.

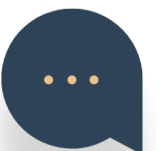
We may also be required to suspend our Services and use of the Site due to unforeseen operational or technical difficulties.



9

ation & compliance

- 9.1 bigX is authorised by Estonian Financial Intelligence Unit (“FIU”) to provide the service of exchanging a virtual currency against a fiat currency and provide a virtual currency wallet service. bigX is subject to supervision by the FIU.
- 9.2 You accept that we will not be able to open an operational account until you have complied with our KYC procedures in accordance with Estonian law which includes verifying your identity and source of wealth as required by Estonian law. You shall comply with such identification and other anti-money laundering verifications that we may require from you from time to time. You agree to comply with our requests for updated and additional KYC to ensure that we can continue to meet our own internal risk parameters and comply with Estonian law requirements. Failure to comply with such a request will lead to the suspension of the Account.
- 9.3 You hereby consent and authorise us to, either directly or via third parties, make any inquiries and conduct any investigation we consider necessary to verify such information. You further consent and authorise any and all third parties to which any such queries or investigations may be directed to fully respond to such queries or investigations.
- 9.4 You acknowledge and agree that we may, at our sole discretion, deny you the right to access the Platform, Site and Services. You further acknowledge and agree that, to the fullest extent permitted by applicable law, bigX will have no liability to you or bear responsibility for any losses queries or investigations arising from this.
- 9.5 bigX may have to disclose or make available to relevant tax authorities’ certain information in respect of FATCA and CRS which would otherwise be subject to the Estonian and European data protection provisions. By becoming a User you are agreeing to any transfer of data carried out for FATCA and CRS reporting, or for any reason that the Directors deem necessary to comply with legislation in force from time to time. Further details on how we process your personal data are contained in our Privacy Policy.
- 9.6 You agree that we may also share your personal information with law enforcement, data protection authorities, government officials, and other authorities when:
- required by law – including court order, or other legal procedure;
 - we believe that disclosure is necessary to prevent physical harm or financial loss;
 - disclosure is necessary to report suspected illegal or suspicious activity; or
 - disclosure is necessary to investigate violations of these Terms or Privacy Policy.
- 9.7 You confirm that:
- bigX does not exercise any control over any Wallet that you may utilise outside of the Site in connection with your use of the Site;



- We have no right or ability to control Wallets provided by third parties; and
- Any dispute between you and any Third-Party Wallet provider is between you and that Third-Party Wallet provider.
- bigX has the right to immediately freeze, suspend or lock any and all Funds in any User Accounts including access to such Accounts, if it is believed that the User has been in violation of these Terms.
- You are the beneficial owner of all funds transferred to your account.
- You are the account holder or controlling person of a wallet for which you request a Withdrawal.
- You will not be using third party accounts or wallets for Deposits and Withdrawals.

9.8 Your use of our Site and Services may be subject to agreement of such additional terms and/or policies (“**Additional Terms**”) as are relevant, and may include terms that govern your rights in association with any Order you make in respect of a particular Cryptocurrency or Digital Asset on any associated site.

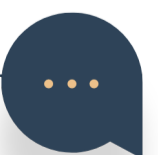
9.9 bigX makes no representation that materials on the Site are appropriate, lawful or available for use in any locations other than Estonia. Those who choose to access or use the Site from locations outside Estonia do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

9.10 The Site will be accessible via a mobile or wireless device such as a tablet or smartphone (“**Mobile Services**”). Your use of bigX Mobile Services is subject to your mobile service provider’s regular messaging, data and other rates. Mobile Services can also be limited by your mobile service provider, which may not work with all providers and devices, and your provider may prohibit or restrict you from downloading and/or installing the Mobile Services. You are solely responsible for checking whether your mobile service provider allows the use of bigX’s Mobile Services and the costs that you may incur as a result of such a use. All use of the Site and the related Mobile Services must be in accordance with these Terms.

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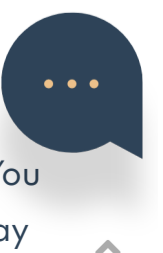
10.1 By accepting these Terms, you agree and acknowledge that the Content is publicly shown on the Site and/or the Sociality Function.

10.2 All portfolio and trading information performance results, except personal data, shall be considered non-confidential and non-proprietary information and as bigX’s property. By providing such Content, You specifically grant us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store, present and/or publish all or any part of your Content, and we shall be



free to use such Content in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to you, including without limitation, within or outside our Site, advertisements, in printed media and/or newspapers.

- 10.3 Your telephone conversations, email/chat communications with us may be recorded/maintained by us with or without the use of an automatic tone warning device. Any recordings shall be and remain our sole property and will be accepted by you as conclusive evidence of the content as recorded by us. You agree that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between you and us. Please see Privacy Policy for more details on how we handle your data.
- 10.4 You acknowledge that you are responsible for any Content that you submit or transmit through our Platform and/or the Sociality Function, and any other communications and/or content options available by us, including your responsibility as to the legality, reliability, appropriateness, originality and copyright of any such information or material. Additionally, you represent and warrant that: (i) you own all right title and interest in any Content provided by you, and (ii) the posting of your Content by us (in any manner or media whatsoever, on an unrestricted basis) does not (and will not) violate the privacy rights, publicity rights, copyright, contract rights or any other rights of any individual or make derogatory remarks regarding, defame or otherwise criticise any person or entity. You shall be solely liable for any damage resulting from any infringement or other violation of the copyright, trademarks or other proprietary rights of any individual or entity, and for any other harm or losses resulting from any Content.
- 10.5 In our efforts to promote a collegial approach within Sociality Function and generally within the Platform's community, and prevent misleading and defamatory communications between Users of our community, you are strictly prohibited from: (i) making statements as to your eligibility to provide investment advice, portfolio management and/or any other activity which may require a license, registration and/or notification in your country of residency and/or in the country of residence of our Users; (ii) making statements that bigX endorses, maintain any control and/or guarantee the accuracy and/or completeness of the Content published, posted or shared by you with other users; (iii) making statements that are abusive, defamatory, harassing, and/or insulting statements to bigX, bigX directors and employees, bigX shareholders and/or any of its associates and/or Users or otherwise; (iv) making statements that advertise or promote any other online entities and/or you and/or any services; (v) making statements that contain sexually explicit and/or any grossly offensive content, including expressions of bigotry, racism, hatred or profanity or that is hateful, threatening or pornographic; incites violence or that contain nudity or graphic or gratuitous violence; (vi) sending or otherwise posting unauthorised commercial communications (such as spam) on our Platform and/or the Sociality Function, applications and/or utilising the Services; (vii) collecting Users' content or information, or otherwise accessing our Platform and/or the Sociality Function and/or Services, using automated means (such as harvesting bots, robots, scrapers, etc.); (viii) engaging in unlawful multi-level marketing, such as a pyramid scheme, on our Platform and/or the Sociality Function and/or via using our Services; (ix) soliciting personal information and/or login information or accessing an account belonging to someone else; (x) using our Platform and/or the Sociality Function and/or Services to do anything unlawful, misleading, malicious, or discriminatory; (xi) doing anything that could disable, overburden, or impair the proper workings of the Platform, such as a denial of service attack and/or enable or encourage any violations of these Terms. All Content relating to the above (including any unsubstantiated performance claims) may be removed from our Site and/or the Sociality Function. If you violate the above, we shall have the right to terminate your account and/or terminate or restrict your access to all or any Services and, if relevant, refund any money in your account.
- 10.6 We do not undertake to review and monitor all the Content and we do not in any manner endorse, support, sanction, encourage, verify or agree with any such Content. We reserve the right to review, monitor, revise and/or remove any such Content in any way we see fit and at our absolute discretion. You acknowledge that we may report to government authorities and law enforcement any actions that may

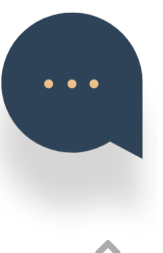


be considered illegal and/or as may be required by such authorities. When requested, we may co-operate with government authorities in any investigation of alleged illegal activity. You further confirm and acknowledge that we may also maintain records of all such Content.

action and privacy policy

Please ensure that you have read and understood the terms of our Privacy Policy.

- 11.1 You acknowledge that, in collating the KYC information in accordance with clause 5.1 of these Terms, we may require you to provide information and documents relating to:
- (a) your identity;
 - (b) your residential and/or business address;
 - (c) the source of your wealth and/or the Funds;
 - (d) any information associated with your deposit; or
 - (e) any other document from which you may be identified, (the “**Personal Data**”).
- 11.2 Use of the Site is also subject to bigX’s Privacy Policy, which is incorporated into these Terms by reference. bigX shall Process the Personal Data in accordance with the Data Protection Legislation and for the purposes more specifically detailed in the Privacy Policy. Further information about the Privacy Policy and how changes can be made, can be found by accessing the following link: <https://bigx.com/privacy-policy/>.
- 11.3 The User warrants and represents that it has read and understood the Privacy Policy. The User confirms that it has all required rights and consents for disclosing to bigX any personal data submitted while using the Site. The User undertakes to comply with all obligations and legal regulations with regards to Data Protection Legislation.



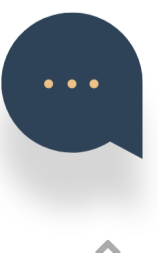
- 12.1 The Term of this agreement between you and bigX commences as per your first use of the Site and will continue until the termination of this agreement by either you or bigX.
- 12.2 You may terminate your agreement to these Terms, and close your Account at any time, following settlement of any pending transactions.
- 12.3 You may terminate this agreement and your Account by sending a written notification to us at support@bigx.com and upon terminating your use of the Site.
- 12.4 Upon termination and subject to any outstanding charges, the User will have 30 business days to withdraw all Funds from the Accounts/must withdraw all Funds from the Account. This is subject to the Account not being part of any accusations or suspicions of fraud, violations of law or violations of terms. In such a case bigX reserves the right to suspend the Account until such time that the investigations are finalised or as directed by the relevant authorities.
- 12.5 bigX reserves the right to restrict, suspend, or terminate your access to all or any part of the Site or to terminate this agreement at any time without prior notice or liability if you breach any provision of these Terms or violate the rights of any third party on or through the Site.
- 12.6 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect after such date.

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Intellectual property rights

All content on this Site is the property of bigX and is protected by copyright, patent, trademark and any other applicable laws, unless otherwise specified hereto.

- 13.1 The trademarks, trade names, service marks and logos of bigX and others used on the Site (hereinafter the "Trademarks") are the property of bigX and its respective owners. The software, applications, text, images, graphics, data, prices, trades, charts, graphs, video and audio materials used on this Site belong to us. The Trademarks and other content on the Site should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, collected or distributed in any form or by any means, whether by manual means or automated. The use of any content from the Site on any other site or a networked computer environment for any other purpose is strictly prohibited; any such unauthorised use may violate copyright, patent, trademark and any other applicable laws and could result in criminal or civil penalties.



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an electronic communications

Our policy in respect of consent to electronic communications is described in more detail in our Privacy Policy. All notices, agreements, disclosures and any other communications are made via email to your registered email address.

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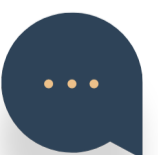
modification of terms

15.1 bigX at its sole discretion, reserves the right to change, add or remove portions of these Terms at any time (e.g. if necessary as a result of changes in laws; or if necessary in light of product or service developments and changes; etc.). If we do so, we will provide notice of any amendment by posting the revised Terms to the Website and updating the “Last updated” field above accordingly. You will be notified of any changes through your Account and registered email address. Upon such notification, it is your responsibility to review the modified Terms. Your continued use of the Site following the posting of a notice of changes to the signifies that you accept and agree to the changes, and that all subsequent transactions by you will be subject to the modified Terms.

15.2 The User is not permitted to modify these Terms.

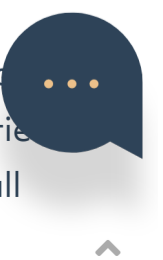
risk warnings

16.1 The Cryptocurrencies that appear on our Platform are currently not regulated by existing financial



services legislation in Estonia. Cryptocurrencies and Digital Assets listed on the Platform are not intended to represent securities or financial instruments. Laws and regulatory interpretation do however vary from jurisdiction to jurisdiction and therefore a risk exists that whilst they are not considered financial instruments for the purposes of Estonian law they may however be considered financial instruments in another jurisdiction. However, bigX has implemented a number of internal processes and procedures to monitor all tokens before they are admitted onto the Platform. As a matter of practice, we do not permit the listing of securities or financial instruments. However, there may be occasion when our internal processes and procedures do not pick up on the fact that a token is a security or financial instruments or that a relevant regulator disagrees with our interpretation.

- 16.2 Buying Cryptocurrencies involves many different risks. Cryptocurrencies often involve the use of experimental software, technologies and even business models that may not come to fruition or achieve the objectives specified in the information provided. This risk also exists with the Platform. Cryptocurrencies are inherently illiquid and there may be circumstances where a User is unable to liquidate his Cryptocurrencies. bigX is not responsible for the liquidity on the Platform.
- 16.3 Trading platforms and third-party service providers may be vulnerable to hacking or other malicious activities. Also, if one or more malicious actor(s) obtain control of sufficient consensus nodes on the network or other means of alteration, then a blockchain may be altered. While the network is decentralized, there is increasing evidence of concentration by creating of "mining pools" and other techniques, which may increase the risk that one or several actors could control the network or other similar blockchain. Such scenario could significantly impact on bigX.
- 16.4 To the fullest extent permitted by applicable law, bigX assumes no responsibility for any loss of functionality that may be caused by bugs and/or viruses. bigX does not guarantee the functionality, security or availability in such circumstances. The User acknowledges and accepts the risks relating to the loss of functionality that may be caused by bugs and/or viruses.
- 16.5 The bigX Exchange is targeted exclusively at participants who are sufficiently sophisticated to understand the risks involved with Cryptocurrencies and make their own decisions based on their respective risk appetite. bigX may publish and maintain a non-exhaustive list of potential risk factors ("Risk Factors") associated with the products Platforms and Services available on the site. As a User, you are deemed to have read, acknowledged and understood these Risk Factors.
- 16.6 Users should be aware that the markets for Cryptocurrencies are subject to extreme volatility. These fluctuations may increase or decrease the value of your assets at any given moment and in some cases any specific Cryptocurrency or Digital Asset may even become worthless. There is a risk that users may suffer significant losses as a result of this volatility and speculation. Users must ensure they understand this risk when deciding on the amount they wish to purchase and the frequency with which they wish to trade. If you feel uncomfortable with the risks or your financial position then you need to reduce or even eliminate your exposure to buying or trading Cryptocurrencies. bigX is not responsible for these market fluctuations.
- 16.7 Cryptocurrencies are stored in a digital wallet and are controllable only by the possessor of both the public key and the private key relating to the digital wallet in which the cryptocurrencies are held, both of which are unique. If the private key is lost, destroyed or otherwise compromised, the User will be unable to access the crypto currencies held in the related digital wallet which will essentially be lost. If the private key is acquired by a third party, then this third party may be able to gain access to the crypto currency.
- 16.8 Digital currencies can be traded on numerous online platforms, through third party service providers or as peer-to-peer transactions between parties. Many marketplaces simply bring together counterparties without providing any clearing or intermediary services and without being regulated. In such a case, all risks (such as double-selling) remain between the parties directly involved in the transaction. Such a



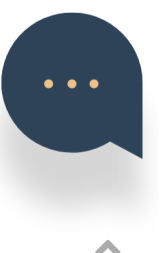
scenario could significantly impact on bigX. Digital currency trading platforms, largely unregulated and providing only limited transparency with respect to their operations, have come under increasing scrutiny due to cases of fraud, business failure or security breaches, where investors could not be compensated for losses suffered. Furthermore, as unregulated businesses, they generally do not have minimum capital requirements that other traditional financial services entities have and therefore if they were to become insolvent there is a risk that the purchaser would not be able to sell his tokens.

- 16.9 Cryptocurrencies are, generally, not backed by any governmental body, legal entities or by real assets. This means they may not have any redemption value and their trading is not supervised. Cryptocurrencies are backed by technology and the trust of users in the technology to create suitable trust-less protocols to manage transactional information. There is no central bank or regulator that will take corrective measures in the event of a failure of a Cryptocurrency or Digital Asset or the wider market. In addition, there is no public insurance or asset guarantee scheme that will protect you from any losses including from unauthorised use of your Cryptocurrencies and from cybercrime. In addition it may not be possible or commercially feasible for us to obtain private insurance to seek to mitigate our and your risks from the same.
- 16.10 The above risk warning is not intended to be a conclusive list of risks that are applicable to buying, selling and trading Cryptocurrencies. You remain entirely responsible for taking care to understand the technological, economic and legal nature of Cryptocurrencies and for carefully managing your exposure in accordance with that understanding and your risk appetite for innovative, volatile and speculative new technologies and assets.
- 16.11 Our payment service providers have no involvement in the purchase, sale or exchange of Cryptocurrencies and are only involved in the transfer and safeguarding of our and our clients' fiat currencies.

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demnification

To the fullest extent permitted by applicable law, you will indemnify, defend, indemnify and hold harmless bigX and its respective past, present and future officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, lawyers' fees & fees associated with regulatory actions) imposed upon or incurred by bigX directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of these Terms or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of the Terms or your use of this Site or the Services found on this Site.



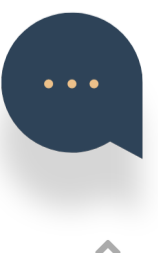
imitation of liability

- 18.1 Except as otherwise required by law, in no event shall bigX, our directors, members, employees, advisers or agents be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use our services or the bigX materials, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from bigX, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorised access to bigX records, programs or services.
- 18.2 Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.
- 18.3 To the maximum extent permitted by applicable law, in no circumstance shall the aggregate liability of bigX (including our directors, members, employees, advisers and agents), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or in relation to the use of, or inability to use, bigX or to these Terms exceed the fees paid by you to bigX during the 12 months immediately preceding the date of any claim giving rise to such liability.
- 18.4 bigX represents that Cryptocurrencies and Digital Assets that are listed on the Platform are not “securities” or “financial instruments”. Moreover, bigX represents that it does not, at present, intend or desire to list Cryptocurrencies or Digital Assets that can be classified as a “securities” or “financial instruments” If there is any risk or speculations that a Cryptocurrency or Digital Asset can be treated as a “securities” or “financial instruments”, bigX reserves the right to delist such Cryptocurrency or Digital Asset at its sole discretion.

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third-party disputes

Any dispute that may arise between you and a third party, including but not limited to other Users and organisations, in connection with your use of the Site is directly between you and the said third party. Accordingly, to the utmost extent permitted by law, you hereby irrevocably release bigX from any and all



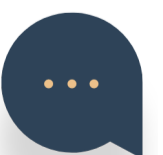
claims, demands and damages, known and unknown, arising out of or in any way connected with such disputes.

external sites

The Site may contain links to other websites that are not owned or controlled by bigX (collectively, "**External Sites**"). bigX expressly does not make any representations or guarantees about the accuracy or completeness of the content and materials presented on these External Sites. You should contact the site administrator of these External Sites should you have any concerns regarding their content. If you access any External Sites, then you do so solely at your own risk and discretion. You will be held solely responsible for compliance with any terms of service or similar terms imposed by any External Site in connection with your use of them, including but not limited to their privacy policies.

taxation

- 21.1 You are solely responsible for determining whether any Transaction contemplated by these Terms will give rise to any Tax liability.
- 21.2 You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all Tax to the competent tax authorities in the jurisdiction(s) in which you may be liable to pay tax. bigX shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any Tax (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your use of the Platform in accordance with these Terms.
- 21.3 You agree not to hold bigX or any of bigX's officers liable for any tax liability associated with or arising from your use of the Platform in accordance with these Terms.



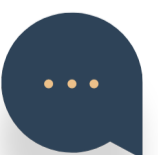
Force majeure

If bigX is unable to perform the Services outlined in these Terms due to factors beyond our control including but not limited to an event of Force Majeure, change of law or change in sanctions policy, bigX will not be responsible to you with respect to the Services provided hereunder and for a time period coincident with such Force Majeure event.

general

The Parties confirm that they are acting on their own and that nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 23.1 These Terms have been drafted and presented in the English language and the English version of these terms shall prevail over any translation of the same.
- 23.2 Nothing in these Terms shall constitute a waiver by any User of any legal rights where applicable law does not permit such waiver.
- 23.3 Failure of bigX to act on or enforce any provision of these Terms is not an indication of a waiver of that provision or any other provision in these Terms. No waiver will be effective against bigX unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance.
- 23.4 These Terms shall be binding on and enure for the benefit of the respective successors in title and permitted assigns of each of the Parties.
- 23.5 bigX may assign this agreement to this Terms, including all its rights hereunder, without restriction or consent.
- 23.6 bigX does not make any guarantees or suggestion towards any probability that your Trade made via the



Site will achieve a particular desired outcome. You further acknowledge and agree that bigX makes no guarantees or makes any other commitments about your ability to access or use the Site.

severability

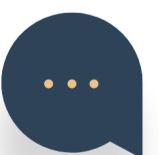
If any term, clause or provision of these Terms are held to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions or clauses hereof or the whole of this agreement. Such term, provision or clause shall be deemed modified to the extent necessary and required by law to render it enforceable and applicable, preserving to the fullest permissible extent, the intent and agreement of the parties.

law, jurisdiction & dispute

1. JURISDICTION

These Terms and any dispute arising from or in connection with them with it or its subject matter or formation shall be governed by and construed in accordance with the law of Estonia and the Courts of Estonia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

- 25.1 The parties hereto agree to irrevocably submit to the exclusive jurisdiction of the courts of Estonia, but subject to the exclusive right for bigX to take action in any other jurisdiction as it deems appropriate to enforce its rights herein.
- 25.2 By accepting these Terms both parties each agree that any dispute resolution proceedings will be conducted on an individual basis and not in a class, representative or consolidated action.



contact us

- 26.1 If you have any questions relating to these Terms, your rights and obligations arising from these Terms and/or your use of the Site and the Service, your Account, or any other matter, please contact: support@bigx.com.
- 26.2 Should you choose to provide bigX with feedback or input regarding improvements, modifications, problems and proposed suggestions relating to the Site ("Feedback"), then you hereby grant to us a sub-licensable, non-exclusive, perpetual, transferable, irrevocable, global and royalty-free right to use the Feedback in any manner and for any purpose without any restriction, attribution or fees made to you or your organisation.



Tornimae 5
Tallinn
10145
Estonia

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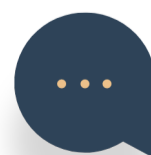
CONTACT

info@bigx.com
support@bigx.com



LEGAL

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[terms of use](#)
[cookie policy](#)
[risk disclosure](#)
[aml policy](#)



Trading cryptocurrencies and other types of digital assets involves significant risk of loss and may not be suitable for all investors. Prior to opening an account with bigX, consider your level of experience, investment objectives, assets, income and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial investment and therefore you should not speculate, invest or hedge with capital you cannot afford to lose. You should be aware of all the risks associated with cryptocurrencies and digital assets trading, and seek advice from an independent financial advisor if you have any doubts.

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