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Terms of Service

Thank you for choosing BBEX (the "Site"). The following terms and conditions of service (these "Terms of S€ customers of the Site. Some of these Terms of Service will apply only to U.S. Persons (as defined below) usi apply to all users of the Site. You should read these Terms of Service carefully to determine which provisior using any of the services, functions, or features offered from time to time on the Site (collectively or individ the customer (referred to herein as "you" or "your") agrees to these Terms of Service.

These Terms of Service constitute the agreement and understanding with respect to the use of any or all of any manner of accessing them, between: you and one of the following parties:

- a) where you are a U.S. Person, BFXNA Inc. ("BFXNA"); and,
- b) where you are not a U.S. Person, BFXWW Inc. ("BFXWW").

Important: Please do not use any deposit addresses created before August 9, 2016 at 19:00:00 UTC to depc Tokens to or on the Site. Use only addresses generated by and on the Site after August 9, 2016 at 19:00:00 limitations of liability, GBCAX cannot and shall not be responsible or liable for any deposits to any old walle

For the avoidance of doubt, these Terms of Service have three parties: you and either BFXWW or BFXNA. A conditions, licences, limitations, and obligations contained within and on the Site are incorporated into the reference, including, without limiting the generality of the foregoing, the following Site policies and pages: the Risk Disclosure Statement; the Anti-Spam Policy; the Law Enforcement Requests Policy; and, the Fees Sc please note that all transactions of Digital Tokens on or off the Site may be subject to fees levied by GBCAX updated in the Fees Schedule from time to time. In the event of any inconsistency between these Terms of other pages or policies on the Site, these Terms of Service shall prevail.

By creating an account on the Site or by using any of the Services, you acknowledge that you have read, un completely agree to these Terms of Service in effect from time to time. If you disagree with these Terms of subsequent amendments, changes, or updates, you may not use any of the Services; your only recourse in the disagreement is to stop using all of the Services.

These Terms of Service may be amended, changed, or updated by BBEX at any time and without prior notic check back often to confirm that your copy and understanding of these Terms of Service is current and cor termination or continued use of any Services after the effective date of any amendments, changes, or upda acceptance of these Terms of Service, as modified by such amendments, changes, or updates.

The use of the Site and any Services is void where prohibited by applicable law.

- 1.Interpretation:
- 1.1.Definitions: In these Terms of Service and all documents incorporated herein by reference, the following following meanings unless otherwise indicated:
- 1.1.1. "AML" means anti-money laundering;
- 1.1.2."Associates" means BFXWW, BFXNA, iFinex, and each and every one of their respective shareholders, semployees, contractors, agents, directors, officers, partners, affiliates, insurers, and attorneys;
- 1.1.3. "BFXNA" means BFXNA Inc.;
- 1.1.4. "BFXWW" means BFXWW Inc.;
- 1.1.5. "BBEX" means:
- 1.1.5.1.where you are a U.S. Person, BFXNA; and,
- 1.1.5.2.where you are not a U.S. Person, BFXWW;
- 1.1.6."BBEX Marks" has the meaning set out in paragraph 14 of these Terms of Service;
- 1.1.7. "CTF" means counter-terrorist financing;
- 1.1.8."Digital Tokens" means blockchain-based assets or rights, or other similar digital representations of rigincluding bitcoins, Litecoins, and ethers;
- 1.1.9. "FATF" means the Financial Action Task Force;
- 1.1.10."Financing Order Book" has the meaning set out in paragraph 3 of these Terms of Service;
- 1.1.11."Financing Provider" means any provider of financing from and on her own account on the Site;
- 1.1.12. "Financing Recipient" means any recipient of financing from a Financing Provider on the Site;
- 1.1.13. "iFinex" means iFinex Inc.;
- 1.1.14. "Lien" has the meaning set out in paragraph 5 of these Terms of Service;
- 1.1.15. "Losses" has the meaning set out in paragraph 18 of these Terms of Service;
- 1.1.16. "Person" includes an individual, association, partnership, corporation, other body corporate, trust, an organization or entity;
- 1.1.17."Personal Information" means information about an identifiable individual, business, organization, or does not include the name, title, business address, or telephone number of an employee of a business, organization.
- 1.1.18."Prohibited Use" has the meaning set out in paragraph 12 of these Terms of Service;
- 1.1.19. "Service" means any of the services, functions, or features offered on the Site;
- 1.1.20. "Site" means the Internet website www.BBEX。wang;
- 1.1.21."Terms of Service" means these terms and conditions of service, as they may be changed, amended, time to time, including the following Site policies and pages: the Privacy Policy; the Risk Disclosure Stateme Policy; and, the Law Enforcement Requests Policy;
- 1.1.22."Trading Order Book" has the meaning set out in paragraph 3 of these Terms of Service;
- 1.1.23."U.S. Person" means:
- 1.1.23.1.in the case of an individual, a Person resident in the United States; and,
- 1.1.23.2.in any other case,
- 1.1.23.2.1.a Person resident in the United States; or,
- 1.1.23.2.2.a Person owned 10% or more by one or more Persons resident in the United States or by one or entities incorporated in or formed in the United States; and,
- 1.1.24"you" or "your" means the customer.
- 1.2Headings: The headings and subheadings in these Terms of Service are for ease of reference only and ar into account in the construction or interpretation of any provision or provisions to which they refer.
- 1.3Extended Meanings: Unless otherwise specified in these Terms of Service, words importing the singular and vice versa and words importing gender include all genders.

1.4Governing Law: These Terms of Service shall be governed by and construed and enforced in accordance British Virgin Islands, and shall be interpreted in all respects as a British Virgin Islands contract. Any claim o or related to these Terms of Service shall be governed by and construed and enforced in accordance with t Virgin Islands. For the avoidance of doubt, and without limiting the generality of the foregoing, this provisi to any tort claim against GBCAX. The venue and forum for any claim or action against or involving GBCAX s Virgin Islands. You unconditionally attorn to the exclusive jurisdiction of the courts of the British Virgin Islar competent to hear appeals therefrom. You also unconditionally agree to the exclusive forum and venue of Islands in all claims or actions arising from or any dispute or question of any kind relating to these Terms o doctrine of forum non conveniens shall not apply in the selection of forum under these Terms of Service. 2Licence to Use the Site: If you comply with these Terms of Service, GBCAX grants you the limited right to a Services. The right to use the Site and the Services is a non-exclusive, non-transferable, revocable, limited li subject to the limitations and obligations in these Terms of Service. Nothing in these Terms of Service gives (other than as set out in this paragraph), right, title, or ownership of, in, or to the Site or any of the Services 3

Trading & Financing Activities: The Site is a trading environment for the spot purchase and sale of Digital T permits both unfinanced and financed transactions. Unfinanced purchases are fully funded by trading parti funds deposited by you. For example, if you deposit \$100.00 into your account on the Site, you may then p worth of bitcoins in an unfinanced transaction. Purchases and sales of bitcoins on the Site, whether in an ur or a financed transaction, are settled by actual delivery of the full amount of the bitcoins or other Digital Tc the purchaser's account against payment in full by the purchaser to the seller's account.

Important: Financing is not allowed where prohibited by applicable law. U.S. Persons may not be Financing Site. Furthermore, New York and Washington state residents are prohibited from depositing to, withdrawin the Site

Financed transactions in Digital Tokens are permitted through the Site's platform-enabled, peer-to-peer f functionality. Financing Providers may offer financing from and on their own account if they so choose. Financing accept financing from Financing Providers for up to 70% of the value of a Digital Token purchase. For deposit \$30.00 to the Site, you may then obtain financing in an amount not exceeding \$70.00 in order to b bitcoins in a financed transaction. In other words, you may accept financing equal to a maximum total bitco of 3 1/3 to 1.

Shorting is another type of financed transaction permitted on the Site's platform. In a typical 'long sale' enters into a regular spot trade of bitcoin and settles the transaction by delivering bitcoin that the seller ow 'short sale' of bitcoin, the seller also enters into a regular spot sale of bitcoin, except that the transactior delivering bitcoin that the seller has borrowed.

Digital Tokens can be borrowed for purposes of short sales through the platform's peer-to-peer financing bitcoin borrower may seek offers or make a bid to borrow Digital Tokens on the Financing Order Book. Bitc not permitted to borrow more than 70% of the bitcoins sold in a short sale. The fiat proceeds of any short scollateral for the borrowing of the bitcoins until those bitcoins are repaid.

GBCAX allows trading participants to use third party peer-to-peer financing from other participants on the Digital Tokens. Financing Recipients may obtain financing in one of two general ways: they may place bids Site's separate, peer-to-peer financing order book (the "Financing Order Book"); or, they may elect to be a matched through the Site's order matching engine with one or more Financing Providers on the Financing best prevailing price on the Financing Order Book. Although GBCAX is not a party to these financing contrattee contracts established between Financing Providers and Financing Recipients on the Financing Order Book.

The Financing Order Book operates independent of the spot contract trading order book (the "Trading Ord desired financing is secured by a Financing Recipient, both financed and unfinanced transactions on the Traindistinguishable from each other to the trade matching engine.

The amount of the financing, the terms of the financing, and the interest rate are all commercial terms negretinancing Order Book between Financing Providers and Financing Recipients. For instance, assume that A h in her account on the Site. A obtains \$70.00 in financing at X interest rate for Y term on the Financing Orde becoming a Financing Recipient) from B, a Financing Provider. With that aggregate amount of \$100.00, A n in bitcoins on the Trading Order Book from C, or from one or more other sellers. A has the right to repay th (including any accrued interest) at any time without pre-payment or other penalty. Obtaining financing doe obligation to purchase bitcoins on the Trading Order Book. A may also replace financing from B at any time financing.

In the above example, the bitcoins purchased by A (for \$100.00) are subject to a Lien in favor of B up to the financing secured from B (\$70.00 plus any interest component). A may remove any amount of bitcoins from subject to the Lien. If the Financing Recipient's equity falls to or below 15%—calculated as the quotient (e percentage) obtained by dividing (a) the excess of (i) the market value of the purchased bitcoins over (ii) the amount (plus accrued and unpaid interest) relating to all financing outstanding by (b) the market value use GBCAX will force the liquidation of the bitcoins in A's account without notice to A, return financing to the with accrued interest, and return the balance to the Financing Recipient. GBCAX does not make margin call purchased bitcoins' value falls from \$100.00 to \$82.35, the difference between that value and the financin would be \$82.35 – \$70.00, or \$12.35. Taken as a percentage of the bitcoins' value, \$12.35/\$82.35 equals 1 if the value of the bitcoins fell to \$82.35 in aggregate, A's bitcoins would be liquidated by GBCAX on the 1 B would be repaid, and any remaining difference (\$12.35, exclusive of interest) would be A's to retain.

By contrast, if the market value of bitcoins rises, A may sell her bitcoins and repay the loan. For example, as A' s bitcoins rises to \$115.00. Now the difference between the bitcoins' value and the financing is \$115.0 Taken as a percentage of the value of the bitcoins, \$45.00/\$115.00 equals approximately 39%. Accordingly part of her equity, but may not fall below her initial equity requirement. A could also sell the bitcoins on the Book, repay the financing to B (plus any interest), and retain the balance on the transaction.

Alternatively, A could satisfy the Lien and unencumber the bitcoins by repaying the financing used to purch Unencumbering the bitcoins simply refers to the process of using some combination of unrealized gain or deposited funds, or both, for the purposes of paying off the financing and removing the Lien. In the above deploy the unrealized gain of \$15.00 to partially unencumber the bitcoins owned by her, thereby reducing outstanding to B.

You can use the trading features of the Trading Order Book through your 'Exchange Wallet.' You may access Book through your 'Trading Wallet.' You may deposit funds to GBCAX using your 'Deposit Wallet.'

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Risks and Limitation of Liability: Important: This paragraph is in addition to the the Risk Disclosure Stateme are volatile and shift quickly in terms of liquidity, market depth, and trading dynamics. You are solely respo any and all trading and non-trading activity on the Site and for your account on the Site; and, for knowing to position or contract with any other party on the Site, even if presented incorrectly by the Site at any time. Y agree: to be fully responsible and liable for your trading and non-trading actions and inactions on the Site losses sustained from your use of the Site and any of the Services; to be responsible for any negative balan on the Site; to be fully responsible and liable for all of your obligations with respect to any financing activit to be fully responsible for safeguarding access to, and any information provided through, the Site and any including, but not limited to, private keys, usernames, passwords, and bank account details.

There is no guarantee against losses on the Site. You may lose more than is in your various wallets on the S financing on the Site or if there is a force majeure event. When financing is used for trading, the loan carrie things, the value of your Digital Tokens drops. If the value of your Digital Tokens drops below a certain leve responsible for responding to this market circumstance with cash or additional Digital Tokens satisfactory t respond can result in the forced-liquidation of Digital Tokens in your account. GBCAX cannot guarantee to the ability to force-liquidate any of your positions (due to, for example, market volatility and liquidity). GBC not responsible for any Financing Provider losing funds or Digital Tokens to any Financing Recipient on the incurred by a Financing Recipient or any other party on the Site.

5Agency: BBEX does not act as principal, counterparty, or market-maker in the transactions effected throug or in providing financing for financed trading on BBEX. However, BBEX administers and enforces contracts a engaged in financing activities on the Site. You hereby irrevocably appoint BBEX to act as your exclusive ag contract on the Site in which you are a Financing Recipient. Specifically, you hereby grant GBCAX agency, a instruct GBCAX: to implement, levy, monitor, and maintain a lien on all fiat amounts and Digital Tokens in y on the Site in favor of one or more Financing Providers (a "Lien"); and, to liquidate any Digital Tokens in y on the Site if necessary to ensure that any Financing Provider on the Site from whom you have obtained fir full.

6Satisfaction of Liens: If and when you seek to remove all of your Digital Tokens and funds from GBCAX an outstanding against any of your funds or Digital Tokens, GBCAX may satisfy the Lien.

7Withdrawals: Irrespective of the nature and form of any withdrawal request, whether initiated by you or of reserves the right to process and send withdrawals using money or any one or more Digital Tokens. In the and sending any withdrawals in money or one or more Digital Tokens, GBCAX may be required to share yo information with other contractual third parties. You hereby irrevocably grant full permission and authority this information with such contractual third parties and release GBCAX from any liability, error, mistake, or a thereto

8Liquidations & Losses: If the value of your Digital Tokens drops below a certain level, this may result in on taken by GBCAX. First, GBCAX at all times reserves the right to force-liquidate the Digital Tokens in your ac occurs, your Digital Tokens will be seized by GBCAX and used to repay any outstanding amounts due to yo Providers. Second, where you have negative equity, or where GBCAX determines in its sole discretion that, would likely have negative equity—that is, you fall below a certain maintenance requirement—in one or more of positions, GBCAX reserves the right to seize, take over, and assume all of your liabilities and collateral an or more of your positions, or to retain one or more of them, at a profit or loss, at GBCAX's risk and expensions responsibility for all trading and financing activity and inactivity on the Site, any action may be taken by GB paragraph at any time with or without notice to you, in BBEX's sole discretion.

9Inactivity Fee: Where you have not traded on the Site or engaged in any funding activity on the Site for ar period of one year, BBEX thereafter reserves the right to charge and obtain from you an inactivity fee of \$2 without notice to you. This fee will be taken from the Digital Tokens and other property that you hold on the state of the property of the property that you hold on the property that you have not traded on the Site or engaged in any funding activity on the Site for an period of one year, BBEX thereafter reserves the right to charge and obtain from you an inactivity fee of \$2 without notice to you. This fee will be taken from the Digital Tokens and other property that you have not traded on the Site or engaged in any funding activity on the Site for an period of one year, BBEX thereafter reserves the right to charge and obtain from you an inactivity fee of \$2 without notice to you. This fee will be taken from the Digital Tokens and other property that you hold on the property that you have not the property than you have not the p

10Abandoned Property: Where you have not logged into your account on the Site for an uninterrupted per GBCAX thereafter reserves the right to deem any and all property that you hold on the Site, including Digit abandoned, with or without notice to you. If your property is abandoned, it will be dealt with in one of two an unverified customer, it will be immediately forfeited to and seized by GBCAX. Second, if you are a verifie engage in a process to determine the abandoned property's owner (including successors-in-interest and process will be subject to servicing and administration fees to be levied on and collected out of the propert amounts greater than our servicing and administration fees will be paid to the property's owner, when an 11No Class Proceedings: You and BBEX agree that any party hereto may bring claims against the others on basis and not as a plaintiff or class member in any purported class or representative action or proceeding. It consolidate or join more than one person's or party's claims and may not otherwise preside over any for representative, or class proceeding. Any relief awarded to any one GBCAX user cannot and may not affect a users.

- 12Prohibited Uses: You may not:
- 12.1use the Site or any Services in order to disguise the proceeds of, or to further, any breach of applicable or to deal in any contraband Digital Tokens, funds, or proceeds;
- 12.2trade or obtain financing on the Site, or use any Services, with anything other than funds, keys, or Digit been legally obtained by you and that belong to you;
- 12.3use the Site or any Services to interfere with or subvert the rights or obligations of BBEX or the rights o other Site customer or any other third party;
- 12.4trade using inaccurate information presented by the Site or by BBEX or take advantage of any technica failure, delay, default, or security breach;
- 12.5use the Site or any Services to engage in conduct that is detrimental to BBEX or to any other Site custo third party;
- 12.6 falsify any account registration details provided to BBEX;
- 12.7falsify or materially omit any information or provide misleading information requested by BBEX, includi 12.8reverse-engineer, decompile, or disassemble any software running on the Site;
- 12.9attempt to harm BBEX or any third party through your access to the Site or any Services, except that no subparagraph shall be construed as limiting your free speech rights under applicable law; or,
- 12.10violate these Terms of Service.

Any use as described in this paragraph shall constitute a "Prohibited Use." If BBEX determines that you have Prohibited Use, BBEX may address such Prohibited Use through an appropriate sanction, in its sole and abs Such sanction may include, but is not limited to, making a report to law enforcement or other authorities; c funds or Digital Tokens that you have on the Site; and, terminating your access to any Services. BBEX may, a absolute discretion, seize and hand over your property to law enforcement or other authorities where circu

13Anti-Money Laundering and Counter-Terrorist Financing: BBEX is committed to providing you with safe, reputable Services. Accordingly, BBEX insists on a comprehensive and thorough customer due diligence proceeding implementation and ongoing analysis and reporting. This includes monitoring of and for suspicious transac reporting to international regulators. BBEX needs to keep certain information and documentation on file pulaw and its contractual relationships, and BBEX hereby expressly reserves the right to keep such information documentation. This will apply even when you terminate your relationship with BBEX or abandon your appl account with GBCAX.

GBCAX reserves the right to refuse registration to, or to bar transactions from or to, or terminate any relatic customer for any reason (or for no reason) at any time. Without limiting the generality of the foregoing, thi limited to, anyone from or in jurisdictions that do not meet international AML–CTF standards as set out by that is a Politically Exposed Person within the meaning of the FATF's 40 Recommendations; or, anyone the customer due diligence standards, requests, or requirements of BBEX. In lieu of refusing registration, GBCA enhanced customer due diligence procedures. At all times, you may be subject to enhanced customer due in your use of the Site and any Service.

14Intellectual Property: BBEX and the BBEX logos, trade names, word marks, and design marks (the "BBEX Intrademarks of iFinex. You agree not to appropriate, copy, display, or use the GBCAX Marks or other contemprior, written permission to do so. Unless otherwise indicated, all materials on BBEX are © iFinex.

15Your Representations & Warranties: You represent and warrant to BBEX as follows:

15.1that, if you are an individual customer, you are 18 years of age or older and that you have the capacity applicable law;

15.2that, if you are not an individual customer, you have the requisite power and authority to sign and ente agreements for and on behalf of the customer;

15.3that you will not use the Site or any Services in order to disguise the proceeds of, or to further, any bre laws or regulations, or to deal in any contraband Digital Tokens or proceeds;

15.4that you will not trade or obtain financing on the Site or use any Services with anything other than function that have been legally obtained by you and that belong to you;

15.5that you will not falsify any account registration details provided to BBEX;

15.6that you will not falsify or materially omit any information or provide misleading information requestec course of, directly or indirectly relating to, or arising from your activities on the Site or use of any Services, registration;

15.7that any trading or other instructions received or undertaken through your login credentials or from your address on file with BBEX are deemed to be valid, binding, and conclusive, and that BBEX may act upon the without any liability or responsibility attaching to it; and,

15.8that you will fairly and promptly report all income associated with your activity on the Site pursuant to pay any and all taxes exigible thereon.

16No Representations & Warranties by GBCAX: BBEX makes no representations, warranties, or guarantees. The Site and the Services are offered strictly on an as-is, where-is basis and, without limiting the generality offered without any representation as to merchantability or fitness for any particular purpose.

17No Advice: BBEX does not provide any investment advice or advice on trading techniques, models, algor schemes.

18Limitation of Liability & Release: Important: Except as may be provided for in these Terms of Service, GBC liability or responsibility for and shall have no liability or responsibility for any claim, application, loss, injury cost, business interruption costs, or any other expenses (including, without limitation, attorneys' fees or the or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damage or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commer (collectively, referred to herein as "Losses") directly or indirectly arising out of or related to:

18.1these Terms of Service;

18.2the Site, and your use of it;

18.3the Services, and your use of any of them;

18.4the real or perceived value of any currencies or Digital Tokens traded on the Site, or the price of any Di on the Site at any time;

18.5any inaccurate, misleading, or incomplete statement by BBEX or on the Site regarding your account, wh GBCAX's negligence or otherwise;

18.6any failure, delay, malfunction, interruption, or decision (including any decision by GBCAX to vary or int rights) by GBCAX in operating the Site or providing any Service;

18.7any stolen, lost, or unauthorized use of your account information any breach of security or data breach account information, or any criminal or other third party act affecting BBEX or any Associate; or,

18.8any offer, representation, suggestion, statement, or claim made about BBEX, the Site, or any Service by You hereby agree to release the Associates from liability for any and all Losses, and you shall indemnify and Associates harmless from and against all Losses. The foregoing limitations of liability shall apply whether th Losses are based on contract, negligence, tort, unjust enrichment, strict liability, or any other basis, even if the been advised of or should have known of the possibility of such losses and damages, and without regard to effectiveness of any other remedies.

19No Waiver: Any failure by GBCAX to exercise any of its respective rights, powers, or remedies under these any delay by GBCAX in doing so, does not constitute a waiver of any such right, power, or remedy. The sing of any right, power, or remedy by GBCAX does not prevent either from exercising any other rights, powers, 20Force Majeure: GBCAX is not responsible for damages caused by delay or failure to perform undertaking of Service when the delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or lawful acts of public authorities; any and all market movements, shifts, or volatility; computer, server, or Inte security breaches or cyberattacks; criminal acts; delays or defaults caused by common carriers; acts or omis or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided agai force majeure, GBCAX is excused from any and all performance obligations and these Terms of Service shal conclusively at an end.

21Assignment: These Terms of Service, and any of the rights, duties, and obligations contained herein, are you without prior written consent of BBEX. These Terms of Service, and any of the rights, duties, and obliga herein, are freely assignable by GBCAX without notice or your consent. Any attempt by you to assign these without written consent is void.

22Severability: If any provision of these Terms of Service, as amended from time to time, is determined to be unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or uner only to such provision and everything else in these Terms of Service continues in full force and effect.

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CONTACT US

Work day: 9:00-21: Rest day: 9:00-18:0

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