

§ 1 GENERAL PROVISIONS

1. The following provisions constitute the Terms of Service (hereinafter: "Terms of Service").
2. The Terms of Service define rules for the provision of electronic services by Digigoods LLC with its registered office in Tbilisi at 4 Besiki Street, 0108 Tbilisi, Georgia, within the framework of the BitBay Cash website (hereinafter: "Website"), as well as rules of the use of the Website by Users.
3. The ICT system of BitBay Cash consists of a set of cooperating IT devices and software that enables the processing and storage as well as sending and receiving of data via telecommunication networks with the use terminal equipment appropriate for a given type of network.
4. The system collects the Users' personal data, which are processed in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals (natural persons) with regard to the processing of personal data and on the free movement of such data and the repeal of Directive EC/95/46/ (hereinafter: "Regulation").
5. The provision of electronic services by BitBay Cash consists in providing the Users with an opportunity to purchase cryptocurrencies through the Website (hereinafter: "Service").
6. The Service is provided to:
 - a. natural persons who have full capacity to perform acts in law (i.e. people over 18 years of age, not totally or partially incapacitated);
 - b. other entities that have full capacity to perform acts in law under separate provisions, which have accepted the Terms of Service and concluded a Service Agreement (hereinafter: "User").
7. The basic threat to every Internet user, including those using electronic services, is the possibility of an ICT system being "infected" by various types of software created mainly to inflict damage, such as viruses, "worms" or "Trojan horses". To avoid risks associated with the forgoing, including those emerging at the time of opening an email, it is important that the User equip their computer used when connecting the Internet with an antivirus program and update the same on an ongoing basis by installing its latest versions once they have appeared on the market. The Service Provider also informs the User that special risks relating to the use of services provided electronically, including those described in the Terms of Service, are connected with operations of the so-called hackers, who aim at breaking into the systems of both the Service Provider (e.g. attacks on its websites) and the User. Therefore, the User acknowledges that despite the Service Provider using various modern "defensive" technologies, there is no perfect protection against the undesired actions described above.
8. BitBay Cash informs the User that the function and purpose of software or data that is not part of the Service content, introduced by BitBay Cash into the ICT system used by the User, are set out in the Privacy Policy posted at bitbaycash.com.
9. The Service is provided for a fee. On account of execution of a Cryptocurrency sale transaction, BitBay Cash charges a commission of 5% of the value of the Cryptocurrency purchased by the User. The value of a given Cryptocurrency provided to the User at bitbaycash.com is only for information purposes. The current value of a

Cryptocurrency applicable during the purchase of the Cryptocurrency by the User is provided to the User at the time of purchasing the Cryptocurrency.

10. The Service Agreement is concluded at the moment when the User concludes a purchase transaction on the Website and/or registers an account on the Website.

§ 2 TYPES AND SCOPE OF THE SERVICES COVERED BY THE TERMS OF SERVICE

1. To use the Website properly, it is required to have a device with access to the Internet that supports a web browser (e.g. Mozilla, Opera, Chrome, Brave, Safari, Internet Explorer) as well as to enable Java Script and Cookies in the browser.
2. BitBay Cash updates the data referred to in Paragraph 1 when modifications connected with technological changes in the provided Service are introduced, by providing such information to an email address provided during registration. A change of technical requirements shall not be considered an amendment to the Terms of Service.
3. The Services are used by visiting the Website and/or logging into the Website via a webpage of BitBay Cash. Using the Website with the help of third-party applications, overlays or plug-ins is made at the sole risk of the User with the exclusion of responsibility by BitBay Cash unless damage caused by such action has been inflicted by fault of BitBay Cash.
4. The moment when a transaction appears in the User's account panel is the moment of conclusion of a cryptocurrency purchase agreement. Each price provided in a Cryptocurrency purchase offer is a price coming from the Website. The Website does not guarantee and has never guaranteed a profit on a change in the Cryptocurrency exchange rate difference.
5. The value of a single purchase transaction, carried out in form of a single transaction or many related transactions, shall not be lower than PLN 50/EUR 10/USD 10/GBP 10 and higher than EUR 15,000 (or its equivalent in another currency) in the case of an unverified User.
6. A fee for the provided Service (using the Website) is charged automatically when a transaction is registered.
7. A Cryptocurrency is neither a financial instrument nor an electronic payment instrument within the meaning of generally applicable laws and regulations. The Website does not carry out operations subject to the Act on Trading in Financial Instruments.

3. TERMS PROVIDING THE SERVICE

1. The User may stop using the Service at any time.
2. The User is obliged to protect their passwords, email accounts and data required to log into the Website, in particular, not to disclose the same to third parties.
3. The User is obliged:
 - a. to comply with laws and regulations, the Terms of Service, good practices and generally acceptable rules of using the Internet.
 - b. to use the Service in a way that does not infringe on rights of BitBay Cash or third parties.
4. The User is obliged to refrain from making any unlawful acts as part of using the Service, in particular:

- a. using the Service directly or indirectly for purposes at variance with laws and regulations, the Terms of Service, good practices and generally acceptable rules of using the Internet,
 - b. using the Service in a manner that infringes on the rights of BitBay Cash or third parties,
 - c. providing data through or to the ICT system of BitBay Cash if such data:
 - i. disrupts the operation of or overloads the ICT system of BitBay Cash or third parties which participate directly or indirectly in providing the Service,
 - ii. otherwise violates laws and regulations, the Terms of Service, good practices and generally acceptable rules of using the Internet.
6. BitBay Cash may permanently or temporarily cease providing the Service to the User in the event of a breach or reasonable suspicion of a material breach (to be explained in time) or a material infringement by the User of laws and regulations, the Terms of Service, good practices and generally acceptable rules of using the Internet.
7. The permanent cessation of providing the Service may result in the removal of all data entered by the User from the ICT system of BitBay Cash unless:
 - a. laws and regulations provide otherwise, or
 - b. it is impossible to remove all the data entered by the User from the ICT system of BitBay Cash due to the Service nature.
8. The temporary cessation of providing the Service results in restricting the User on using the Service.
9. Based on the Act, BitBay Cash is entitled to prevent (block) access to data entered by the User into the ICT system of BitBay Cash in the case of:
 - a. receiving an official notice of an unlawful nature of the stored data or related activities,
 - b. obtaining reliable information about or becoming aware in any manner of an unlawful nature of the data stored or related activities.
10. In the case referred to in Paragraph 7, BitBay Cash shall immediately notify the User that it intends to prevent (block) access to the data. The notice shall be sent to the User's email address provided and confirmed during registration or in the case of a change made by the User after the registration date - to the changed and confirmed email address.
11. BitBay Cash complies with European and national AML/CFT laws and regulations, which are laws and regulations that prevent money laundering and financing of terrorist organizations, in particular, Order No. 4 of the Head of the Financial Monitoring Service of Georgia. The fact of the User starting to use the services provided by BitBay Cash shall be tantamount to accepting of the proper application of the aforementioned Act.
12. In connection with the proper application of the Act referred to in Paragraph 11, BitBay Cash keeps a register of transactions with a value of EUR 15,000.00 or an equivalent of this amount calculated according to an average exchange rate announced by the National Bank of Georgia on the date of transactions made via the BitBay Cash Website, as well as transactions that are interrelated and the sum of which exceeds, during a financial year, the amount of EUR 15,000.00 or an equivalent of this amount

calculated according to an average exchange rate announced by the National Bank of Georgia on the date of every transaction. In order to register a transaction, it is necessary to identify the User. The User's identification includes determining and recording features of a document confirming the User's identity and the User's name, nationality and address as well as PESEL number or date of birth in the case of a User without a PESEL number, and the number of a document confirming the identity of a foreigner, or the country code in the case presenting a passport.

13. In the case when any decision is addressed to BitBay Cash by any state authority of Georgia (the European Union or any other institution established under an international agreement to which Georgia is a party), resulting in an obligation to retain the User's cash or BTC, or transfer the same to a depository account of the aforementioned institution, the User's account may be suspended, and the secured funds may be sent to the previously mentioned deposit account or their payment may be blocked for the time of existence of the decision in question. In such case, BitBay Cash shall notify the User of the reason for blocking access to their funds within 7 days from the date of blocking them. Upon express request of relevant authorities or offices and after having been presented with required documents, BitBay Cash has the right to provide the User's data to the institutions referred to above.

§ 4 TERMS OF ENTERING INTO AN AGREEMENT

1. Providing the Service does not require registration by the User. However, the User has an option to register on the Website.
2. To register, it is required to provide certain data, including personal data, with the User's consent.
3. After registration, in order to use the Service, the User is assigned with an individual marking (Account).
4. The User retains access to the Service by using the bitbaycash.com domain.
5. The Service Agreement is terminated:
 - a. at the User's request,
 - b. by BitBay Cash in the cases specified in the Terms of Service.
6. Termination of the Service Agreement may result in removal of all data entered by the User from the ICT system BitBay Cash unless laws and regulations provide otherwise or it is impossible to remove all the data entered by the User from the ICT system of BitBay Cash due to the Service nature.

§ 5 PERSONAL DATA AND PRIVACY POLICY

1. Rules for the processing of personal data used and processed by BitBay Cash as well as regulations regarding the Privacy Policy placed in the "Privacy policy" tab on the Website constitute and appendix to these Terms of Service and form an integral part hereof.
2. The Controller processes personal data of the Users in order to properly perform the Agreement.

3. The Controller may indicate a different purpose of processing; however, in such case, it is necessary to obtain the User's consent for the processing and to fulfil the information obligation with respect to the User.
4. The User has the right to access their data and request its modification or supplementation.
5. The Controller is obliged to protect personal data of the Website Users.
6. The data may be transferred to other entities only with the User's explicit consent or on the basis of laws and regulations or upon request of relevant administrative authorities which the Controller is required to perform or for purposes necessary for the proper performance of the Agreement.

§ 6 LIABILITY

1. The User shall be liable for all activities undertaken on the Website of BitBay Cash after logging in with a login and password as well as in the case of a failure to log into the Website of BitBay Cash.
2. The User uses the Service at their own risk, which does not exclude or limit liability of BitBay Cash relating to the provision of the Service to the extent that cannot be excluded or limited by virtue of law.
3. BitBay Cash shall be liable towards the Users for non-performance or improper performance of the Service to the extent resulting from the Terms of Service unless the non-performance or improper performance of the Service results from circumstances for which it is not responsible pursuant to laws and regulations.
4. BitBay Cash shall not be liable for consequences of non-performance or improper performance of obligations assumed towards the User by other Users.
5. BitBay Cash shall not be liable for:
 - a. deletion of data entered by the Users into the ICT system of BitBay Cash from ICT systems beyond control of BitBay Cash,
 - b. consequences of the User providing their login and password to third parties,
 - c. the User entering incorrect data to make a deposit or withdraw funds - if it is necessary to cancel an operation, the customer will be charged with costs of the bank's or service operator's commission.
6. The Terms of Service shall be applied taking into account the Users' rights arising from consumer laws and regulations.

§ 7 INTELLECTUAL PROPERTY

1. BitBay Cash holds rights to works within the meaning of the provisions of the Act on Copyright and Related Rights as well as signs and trademarks provided on the Website to the extent necessary to provide the Service.
2. Works, signs and trademarks provided within and for the purpose of providing the Service shall be subject to protection provided for by laws and regulations.
3. The User is entitled to use the works within the framework of permitted private use provided for by laws and regulations.

4. Any use going beyond the permitted private use requires prior consent of an authorized entity.

§ 8 COMPLAINT PROCEDURE

1. Complaints regarding the provision of the Service may be filed on account of:

- a. non-performance of the Service, or
- b. improper performance of the Service.

2. A complaint requires:

- a. a written form
- b. an electronic form by sending an email to the address: helpdesk@bitbaycash.com

3. A complaint shall include the following:

- a. the name (login) used by the User on the Website,
- b. the number of a transaction to be the object of the User's complaint.
- c. the subject of and circumstances justifying the complaint.

4. Complaints shall be examined in the order of receipt but no later than within 15 (fifteen) days. In justified cases, BitBay Cash may extend the complaint examination period by additional 15 (fifteen) days, of which the person submitting the complaint shall be informed.

5. A person lodging a complaint shall be informed about a method of handling the complaint in the form in which the complaint has been submitted.

§ 9 TRANSACTION SECURITY PROCEDURES

1. If BitBay Cash harbours reasonable suspicion that a crime has been or is to be committed, in particular, suspicion that funds which are the subject of a transaction originate from an offense, BitBay Cash may carry out independently full verification of the User making the transaction in respect of which there has been reasonable suspicion of a committing a crime.

2. The verification referred to in Paragraph 1 may consist, in particular, in the User sending a scan of their identity card, driving license or passport, and if it proves insufficient, also another document containing the User's data.

3. If after the verification of the User referred to in Paragraph 1, doubts as to the origin of the funds being the subject of the transaction are not removed, the User's identity is not determined or there is doubt as to whether the declaration of intent made by the User with respect to the transaction is not flawed, BitBay Cash shall refuse to carry out the transaction.

4. Positive verification of the User and removal of the doubts referred to in Paragraph 1 constitute the basis for execution of transactions by the User subject to the verification process.

5. After the previous verification procedure, the transaction is subsequently executed according to a cryptocurrency rate that was applicable at the time of refusal to carry out the transaction, and the User performing the transaction shall not be entitled to any related claims against BitBay Cash, in particular, with respect to lost profits.

5. Accepting these Terms of Service shall be tantamount to the User's consent to the verification by BitBay Cash referred to in Paragraph 1.

6. If BitBay Cash harbours reasonable suspicion that a crime has been or is to be committed, in particular, suspicion that funds which are the subject of a transaction originate from an offense, BitBay Cash shall have the right to suspend the transaction - refuse to accept and transfer any Cryptocurrencies until the doubts are removed by verification of the User referred to in Paragraph 1 or are finally resolved by law enforcement and judicial authorities appointed for this purpose.

2. If a transaction is suspended or blocked, BitBay Cash shall immediately inform a party to the transaction.

8. The procedures indicated in Paragraphs 1 to 7 shall also be applicable when the User performs transactions for the benefit of third parties. In this case, verification of the User, in addition to the procedure described in Paragraphs 1-7, may consist, in particular, in demanding that the User provide data that enable one to identify third parties for whose benefit the transactions are performed and demonstrate the authority to conduct the transactions for the benefit of those persons.

9. In the case when any decision is addressed to BitBay Cash by any state authority of Georgia (the European Union or any other institution established under an international agreement to which Georgia is a party), resulting in an obligation to retain the User's cash or cryptocurrency, or transfer the same to a depository account of the aforementioned institution, the User's account may be suspended, and the funds may be sent to the previously mentioned deposit account or their payment may be blocked for the time of existence of the decision in question. In such case, BitBay Cash shall notify the User of the reason for blocking access to their funds within 7 days from the date of blocking them. Upon express request of relevant authorities or offices and after having been presented with required documents, BitBay Cash has the right to provide the User's data to the institutions referred to above.

10. If BitBay Cash has reasonable suspicion that the crime referred to in Paragraph 1 has been or is to be committed, BitBay Cash shall notify law enforcement and judicial authorities about the suspicion, which shall be made irrespective of other actions taken independently by BitBay Cash.

11. If necessary, BitBay Cash shall provide the authorities referred to in Paragraph 1, without obtaining the User's consent, with data concerning the User's identity that is held by BitBay

Cash, both that provided by the User themselves and that obtained during the verification procedure referred to in Paragraph to remedy deficiencies in this area.

§ 10 FINAL PROVISIONS

1. The current Terms of Service shall be made available in a way that allows one to store and reproduce them in the ordinary course of action.
2. These Terms of Service may be amended. Each amendment of the Terms of Service shall come into force seven days from the date of making the amended Terms of Service available on the Website, with the proviso that to transactions commenced before the amendments have come into force, the provisions of the Terms of Service in their previous wording shall apply. When logging into the Website for the first time (after the date of entry into force of amendments to the Terms of Service), the User will be informed about such amendments and the possibility of accepting the same. A failure to accept the new wording of the Terms of Service shall be tantamount to termination of the Agreement for providing services through the Website.
3. Laws and regulations of Georgia shall apply to assessing the rights and obligations under the Terms of Service.