

§ 1 General regulations

1. The Rules provide for terms and conditions for service provision in an electronic way by Digigoods LLC with its registered office in: Besiki Business Center, Besiki 4, 0108 Tbilisi, Georgia, entered in the Register of Companies under the number 404566288 (hereinafter referred to as “BitBay Cash”) on the website BitBay Cash.com and subdomains (hereinafter referred to as the “Website”), as well as for the use of the Website by Users.
2. BitBay Cash ICT system comprises of a set of cooperating hardware and software which process and store, send and receive data via telecommunications networks by the use of an end device that is adequate to a given type of the network.
3. The system collects Users’ personal data, which are processed in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the “Regulation”) and the Directive of the European Parliament and of the Council (EU) No 2016/680 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA.
4. BitBay Cash provides its services electronically by matching Users via the Website in order to enable them to buy cryptocurrencies available on the Website (hereinafter referred to as the “Service”). BitBay Cash neither offers games based on the Website’s exchange rates nor is a market maker. Exchange rates of cryptocurrencies on the Website result from transactions made by Users with BitBay Cash.
5. The Service is provided to:
 - o a) natural persons with full legal capacity (i.e. persons over 18 with full capacity to take legal actions);
 - o b) other entities with full legal capacity based on separate regulations;

who/which accepted these Rules and entered into the Service Provision Agreement (hereinafter referred to as the “User”).

6. The function and purpose of the software or data which are not incorporated into the Service and are input via BitBay Cash.com to the ICT system used by the User are set out in the Privacy Policy published on the Website.
7. The Service is provided against payment. Detailed terms of payment are specified in the Table of Fees and Commissions available on the Website.
8. The Service Provision Agreement is deemed to be entered into the moment the “Register” button is clicked during account registration on the Website (hereinafter referred to as the “Account Registration”) or the “Make the transaction” button.
9. The moment the User registers the account on the Website or chooses to perform the transaction, these Rules are deemed to have been accepted.
10. By accepting these Rules, the User certifies that:

- a) the User knows the risk of investments in cryptocurrencies and is aware that all funds invested may be lost as a result of fluctuations in cryptocurrency rates;
- b) the User is aware that the main threat to each Internet User, including persons using electronic services, is the possibility that the control over the User's equipment will be taken over or the User's data will be otherwise acquired by third parties in order to take over the User's account on the Website, as a result of which the User's funds may be stolen.

The User is exclusively liable for the aforementioned events and is not entitled to make any claims against BitBay Cash.

§ 2 Types and scope of services hereunder

1. To use the Website properly, a hardware with Internet access and Internet browser (e.g. Mozilla, Opera, Chrome) with Java Script and Cookies enabled are necessary. If an invalid Internet browser is used, the Website can work incorrectly.
2. The User is solely liable for ensuring the technical conformity between the User's hardware or end device and the ICT or telecommunications equipment and the Website.
3. If BitBay Cash updates the Website in connection with technological changes in the Service, it will inform the User by e-mail at the address recorded on the Website or will publish relevant information in the visible place on the Website. No change in technical requirements will be considered as an amendment to these Rules, unless BitBay Cash is not able to provide the Service to the User as a result of such a change.
4. BitBay Cash reserves the right to suspend or terminate individual functionalities of the Website in order to maintain, inspect or expand the technical base if this is necessary to ensure the Website stability. BitBay Cash will use all efforts to notify the Users in advance and give the date and time of a technical break.
5. The Service is used by logging in the Website via BitBay Cash.com. BitBay Cash is not liable if the User uses the Website via external applications, overlays or plugs.
6. The Website uses the client-server software technology. The Customer of a given cryptocurrency is an opensource multiplatform application that communicates with a given network via the Internet. The Website is not liable for inadequate actions taken by the customer of a given cryptocurrency.
7. The transaction is deemed to be made when BitBay Cash and the User enter into the cryptocurrency sales agreement. Each price given in the cryptocurrency sales offer is a price coming from BitBay Cash and the decision to make a transaction is made solely by the Website User.
8. BitBay Cash does not guarantee that the cryptocurrency sales offer displayed in the User's Internet browser reflects the real values all the time. The display of a valid exchange rate or the value of a sales offer is influenced, among others, by the browser capacity, as well as the speed and stability of the Internet connection.
9. Cryptocurrency is neither a financial instrument nor an electronic payment instrument within the meaning of commonly applicable law.

§ 3 Use of the services

1. The User may stop using the Service at any time.
2. The User must protect the User's passwords, e-mail accounts and data necessary to log in the Website and must not, in particular, make them available to third parties.
3. The User must not take any illegal actions in connection with the Service, including in particular:
 - a) the use of the Service directly or indirectly for purposes that are contrary to law, these Rules, good habits or commonly applicable principles for the use of the Internet;
 - b) use the Service to the detriment of the rights of BitBay Cash or third parties;
 - c) deliver data via or to BitBay Cash's ICT system:
 - if such data disturb in or overload the operation of the ICT system of BitBay Cash or third parties taking a direct or indirect part in the Service provision;
 - if such data otherwise violate the law, these Rules, the interest of BitBay Cash or third parties, good habits, commonly applicable principles for the use of the Internet.
4. BitBay Cash may stop providing the Service to the User permanently or temporarily if the User violates or is reasonably suspected of materially violating (temporarily till clarification) or materially violates the law, these Rules, rights of BitBay Cash or third parties, good habits, commonly applicable principles for the use of the Internet.
5. If the Service is stopped permanently, all data input by the User may be deleted from BitBay Cash's ICT system, unless:
 - a) legal regulations provide otherwise, or
 - b) given the character of the Service, it is not possible to delete all data input by the User from BitBay Cash's ICT system.
6. If the Service provision is stopped temporarily, the use of the Service by the User will be limited.
7. BitBay Cash has the right to prevent (block) access to the data input by the User to BitBay Cash's ICT system if:
 - a) BitBay Cash is officially notified of an illegal character of the data stored or related activities;
 - b) BitBay Cash is reliably informed or becomes aware of the illegal character of the data stored or related activities.
8. In such a case, BitBay Cash will immediately notify the User of its intention to disable (block) the access to the data. The notice will be sent to the e-mail address or communicated to the telephone number of the User, which was specified and confirmed during registration or, if the User changed such data after registration, to the changed and confirmed e-mail address or telephone number.
9. To correctly verify the User and perform an analysis aimed at counteracting misappropriation, BitBay Cash has the right to use open sources available in the Internet or metadata analysis.
10. BitBay Cash complies with European and Polish law on AML/CFT, i.e. regulations on preventing money laundering and financing terrorist organisations, including in particular the Directive (EU) 2015/849 of the European Parliament and of the Council

of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC (O.J. EU L 141 of 05.06.2015, p. 73). The moment the User starts using the services provided by BitBay Cash, the User is deemed to have agreed to comply with these regulations.

11. BitBay Cash keeps the record of transactions of EUR 15,000.00 or the equivalent of such an amount translated on the date of transactions made via BitBay Cash's Website and related transactions whose sum in the financial year exceeds EUR 15,000.00 or the equivalent of such an amount translated on the transaction date.
12. If BitBay Cash receives any order to retain or transfer the User's cryptocurrencies into the indicated deposit account from any public authority of the EU member state or any other institution established on the basis of an international treaty which Georgia is a member of, the User's account will be suspended and the transaction function will be blocked until the new decision is made or the court issues a final ruling on the funds blocked. At the explicit demand of competent authorities or offices and subject to the presentation of relevant necessary documents, BitBay Cash has the right to disclose the User's data to the aforementioned institutions.

§ 4 Terms and conditions for entering into and terminating the agreement

1. To take advantage of the Service, the User must register on the Website if the transaction amount exceeds EUR 15,000, including the related transactions.
2. Upon registration, to use the Service, an individual designation (Account) is assigned to the User. Each User can have one Account on the Website.
3. To obtain full Account functionality, the User must be identified:
 - Users being consumers are identified on the basis of the data of their ID document, as well as their first name, surname, citizenship, place of residence, country of birth, tax residence and politically exposed function, telephone number, date of birth, e-mail address and identification number;
 - institutional Users are identified on the basis of the scan of a transcript from the entity's commercial register, the data of their business activity and the data of an ID document of a person authorised to represent the User, as well as this person's first name, surname, citizenship, place of residence, country of birth, tax residence and politically exposed function, telephone number, e-mail address, date of birth and identification number. The User must also give the data of all its beneficial owners, including the data of natural persons representing such beneficial owners.
4. In addition, for verification purposes, the User must present BitBay Cash's employee with the User's ID card or go through video verification on the Website.
5. The Service is provided via the Website at BitBay Cash.com and subdomains.
6. The Service Provision Agreement is terminated:
 - a) at the User's request;
 - b) by BitBay Cash in the circumstances set out in these Rules.
7. The moment the Service Provision Agreement is terminated, the account is deleted and the User is not able to log into the User's Account. In this case, the data given by

the User are deleted from the Website, unless legal regulations provide otherwise. Upon the termination of the Service Provision Agreement, BitBay Cash must store the User's settlement data based on tax regulations for a period set out therein.

§ 5 Personal data protection and privacy policy

1. Principles for the processing of personal data used and processed by BitBay Cash and regulations on the Privacy Policy are published on the Website.
2. The data controller processes the Users' personal data to perform the Agreement properly.
3. The data controller may specify a different purpose of the processing. However in such a case, the User must agree to such processing (in accordance with Art. 7 of the Regulation) and obtain the information clause (in accordance with Art. 11 of the Regulation).
4. The User has the right to view the User's data and request that such data are changed or supplemented.
5. The data controller must protect the User's personal data.
6. The data may be transmitted to other entities solely with the User's explicit consent or by law or at competent administration authorities' request which the data controller must meet or for purposes necessary to adequately perform the Agreement.

§ 6 Liability

1. The User is liable for all actions taken upon logging in with the use of the User's login and password.
2. The User uses the Service at his/her own risk without prejudice to BitBay Cash's liability connected with the provision of the Service to the extent to which such liability cannot be excluded or limited.
3. BitBay Cash is liable towards Users for non-performance or inadequate performance of the Service to the extent set out by these Rules, unless such non-performance or inadequate performance of the Service results from circumstances which BitBay Cash is not liable for by law.
4. BitBay Cash is not liable for:
 - a) the deletion of data input into BitBay Cash's ICT system by Users if such data are deleted by ICT systems being beyond BitBay Cash's control;
 - b) consequences of the User's making the User's login and password available to other persons;
 - c) consequences of transactions made in the User's Account if they were ordered or made upon logging in the Account with the use of the User's login and password;
 - d) consequences of actions or omissions of third party operators or other entities providing services to the User under particular Website functionalities;
 - e) delays in the display of the Website on devices used by the User on servers other than BitBay Cash's servers or devices used by the User;

- f) transaction recording time during the recognition of portfolios of individual cryptocurrencies;
 - g) wrong input of the transaction data by the User;
 - h) financial losses incurred by the User as a result of inability to make transactions on the Website during the technical break;
 - i) financial losses incurred by the User as a result of foreign currency translation losses generated during the blockade of a given transaction or the User's Account made in accordance with these Rules or at a request of public authorities;
 - j) technical problems or limitations, including the data transmission speed of hardware, end device, ICT system and telecommunications infrastructure used by the User if it makes the use of the Website impossible;
 - k) consequences of the use of the Website by the User if the Website is used contrary to law, these Rules or acceptable principles of social co-existence or habits.
5. These Rules incorporate the User's rights stemming from consumer regulations.

§ 7 Intellectual property

1. BitBay Cash owns rights to works, signs and trademarks made available on the Website to the extent required to provide the Service.
2. The works, signs and trademarks made available under or for the purpose of the Service are protected by law.
3. The User has the right to use the works for lawful private purposes.
4. Any use exceeding the permitted use for private purposes is subject to the authorised entity's consent.

§ 8 Complaint handling

1. If, in the User's opinion, the Service provided by BitBay Cash is not performed in accordance with these Rules, the User may lodge a complaint in accordance with the following principles.
2. The complaint may be lodged:
 - a) in writing to the following address: Besiki Business Center, Besiki 4, 0108 Tbilisi, Georgia; or
 - b) in an electronic form to the e-mail address: helpdesk@BitBay Cash.com.
3. The complaint should include:
 - a) the User's name (login) used on the Website;
 - b) the object and circumstances that justify the complaint;
 - c) a suggested complaint handling method.
4. The complaints will be reviewed on a first come first considered basis, however no later than within 14 (fourteen) days. If the complaint does not include necessary information, BitBay Cash will return it to the User to supplement the required data and the 14-day period will commence as of the submission of the supplemented complaint. If reasonable, BitBay Cash may extend the complaint handling period by additional 14 (fourteen) days, which will be communicated to the complaining person. In the case of services provided by third parties, the complaint handling time

may be extended by the time necessary for complaint handling by a given entity, which will be communicated to the User, including the data of the entity providing the service.

5. The complaining person will be notified of how the complaint has been handled in the same way in which the complaint was lodged.
6. The User has the right to appeal against BitBay Cash's decision. Sections 2, 3 and 4 of this paragraph apply accordingly.

§ 9 Transaction security procedures

1. In the event BitBay Cash has a reasonable suspicion that a crime has been committed and, in particular, that funds or cryptocurrencies under the transaction come from a crime, it reserves the right to block the transaction or the User's Account and notify investigation and justice authorities. The notification must be made notwithstanding other activities taken by BitBay Cash on its own. Until the doubts are clarified (e.g. through the re-verification of the User) or a relevant decision of a competent authority is obtained, BitBay Cash has the right to block the User's Account.
2. In the case of a suspicion or observation that the User's data on the Website are incomplete or incorrect, BitBay Cash has the right to request that the User submits to the re-verification procedure and may ask the User to send documents set out in § 4 hereof or additional documents, as justified by the circumstances.
3. The moment these Rules are accepted, the User is deemed to have agreed that BitBay Cash can re-verify the User in accordance with Section 2 above.
4. In the case the doubts concerning the origin of funds or cryptocurrencies under the transaction are not clarified, or the re-verification of the User does not identify the User, or the statement made by the User with regard to the transaction is still doubtful, BitBay Cash will refuse to make the transaction.
5. If in the case referred to in Section 1 above, BitBay Cash accepted any funds or cryptocurrency, BitBay Cash can block the transaction by depositing such cryptocurrency or funds in the User's blocked Account, in BitBay Cash's deposit account or in the court deposit until competent investigation and justice authorities lawfully determine the owner.
6. At a reasonable request of a bank or financial institution which has a suspicion that a crime has been committed, BitBay Cash can block the transaction by depositing cryptocurrency or funds in BitBay Cash's deposit account or in the court deposit until the owner is lawfully determined.
7. If BitBay Cash determines the owner of funds or cryptocurrency on its own without doubt, it will order to repay the funds to the owner.
8. if the transaction is suspended or blocked, BitBay Cash will notify counterparties of the transaction immediately.
9. No further performance of the transaction upon the Account suspension or blockade or upon the repayment of funds upon the transaction suspension or blockade in connection with the actions taken by the User or BitBay Cash hereunder (e.g. a need to re-verify the User) authorises the User to make any claims against BitBay Cash, including in particular claims for lost benefits.
10. The procedures set out in § 9 above also apply if the User makes transactions for third parties. In this case, apart from the procedures set out in Section 2, the User

may be obligated to give data allowing for the full verification of third parties for whom or which transactions are made in accordance with Section 2 of this paragraph and prove the User's authorisation to make such transactions.

11. In the case referred to above, this paragraph applies accordingly.
12. If necessary, without the User's consent, BitBay Cash will transmit the User's identification data, including the data given by the User and the data acquired during the verification procedure referred to in Section 2 above, as well as other information about the User's activities on the Website to the authorities referred to in Section 1 above.

§ 10 Amendments

1. BitBay Cash has the right to amend these Rules and such amendments come into force when specified by BitBay Cash. The amendment must not come into force earlier than 7 days upon the publication of the amended Rules on the Website.
2. Upon the first logging in the Website upon the effective date of the amendments, the User will be notified of the amendments and will be able to accept them. The amendments are deemed to have been accepted when the User orders a cryptocurrency purchase or sales transaction even without logging in the Website.
3. In the case the User does not accept the amendments, in order to terminate the agreement the User must immediately notify BitBay Cash in writing or by-email at helpdesk@BitBayCash.com.
4. Changes in the Table of Fees and Commissions and Terms of Payment do not constitute amendments to these Rules.

§ 11 Governing law

The agreement between the User and BitBay Cash based on which BitBay Cash provides the Service on the Website under terms and conditions set out herein is governed by law of Georgia. All disputes connected with the Services provided by BitBay Cash will be resolved by competent common courts. The User being a consumer has the right to take advantage of non-court complaint handling and claim management procedures. The information about such dispute procedures is available, among others, on the EU Internet ODR platform at <http://ec.europa.eu/consumers/odr/>.