Risk Warning

Digital assets (cryptocurrencies) are subject to higher price fluctuations compared to traditional financial instruments. The value of digital assets can fluctuate wildly over short periods of time, putting the user at risk of loss.

The user consciously accepts this risk when entering into transactions with digital assets on the Megabit platform. He confirms that he has conducted a comprehensive study of the nature of digital assets and consciously decides to conduct transactions with them, having assessed his risks, financial condition and willingness to accept all the consequences associated with their instability.

By registering on the platform, the user agrees to bear all potential risks associated with the digital asset market.

Megabit does not own or operate the underlying blockchain software protocols that govern the issuance, destruction and other aspects of the operation of blockchains and digital assets (including cryptocurrencies in the form of coins and tokens). Generally, underlying software protocols are open source software that is available for anyone to audit, use, copy, modify, and distribute.

Megabit is not responsible for the operation of the underlying blockchain software protocols and cannot guarantee their functionality, security or availability. The User acknowledges and accepts the risk of possible changes in the software protocols associated with any digital asset stored in his account.

Once a user requests a withdrawal of a digital asset from their account, the platform will not be able to reverse the transaction. The user is solely responsible for transferring the digital asset to the address specified by him.

The user agrees to the terms of this agreement by checking the appropriate box "I agree to the terms of the User Agreement" in the registration form and clicking the "Continue" button after it.

The user is responsible for monitoring updates to this agreement. By continuing to use the Megabit platform after the changes come into force, he automatically accepts the updated terms of agreement. If the user does not agree to the terms of the updated version of the agreement, he must stop using the platform.

1. Subject of the agreement.

1.1. This document (hereinafter referred to as the Agreement) establishes the rules and conditions for using the Megabit web platform located at https://megabit.kg (hereinafter

referred to as the Platform), as well as the criteria for access to the services offered through the Platform.

1.2. This Agreement is an electronic agreement between the user and the Company regarding the use of services provided by the Company. All prior written or oral agreements between the user and the Company regarding such use are hereby superseded and canceled. Megabit hereby grants the user a non-exclusive right to access the Platform and use the services solely for conducting transactions in accordance with the terms of this Agreement.

1.3. All elements of the Platform (including textual content, graphics, user interface, images, trademarks, logos, sounds, musical and artistic works, program code, website design and structure, as well as the selection, organization and placement of content on websites and/or mobile applications) is the property of Megabit, which is controlled or licensed by the Company and is protected by trademark, patent and other proprietary rights laws, including intellectual rights.

1.4. Acceptance of Terms: The Agreement is considered accepted by the user after he checks the special box under the inscription "I accept the terms of the User Agreement" in the registration form and agrees to the terms by clicking the "Continue" button after it.

2. Terms used in the Agreement.
An agent is a participant in a transaction who can act as a buyer or seller.

Account - a user's account on the Platform, which includes a login and password, as well as information about the state of the cryptocurrency portfolio and fiat funds.

Affiliate account is an additional account managed by the owner of the main account. Exchange balance is the amount of funds in the user's account, expressed in currency, that can be deposited and withdrawn.

Verification is a procedure for confirming the user's identity using his personal data.

Virtual currencies are funds deposited by the user on the Platform, including fiat money, cryptocurrencies, and other assets received during the use of the Platform's services.

An authorized person is a person who, after verification, can act on behalf of the user with the consent of the Company.

Additional verification is a procedure during which the Company receives the user's biometric data if necessary to provide services.

Megabit code is a method of transferring value through a one-time code, which, when activated, replenishes the user's balance by the appropriate amount.

The Company is a legal entity that manages the Platform and provides technical and legal support to users.

Counterparty is a participant in a transaction, acting as a buyer or seller.

Cryptocurrency is a type of virtual currency used in decentralized payment systems without a central administrator.

Cryptocurrency exchange is a section on the Platform website for trading cryptocurrencies.

User's personal account is a section on the Platform website where the user can manage his account.

A maker is a user who creates an order to buy or sell cryptocurrency.

An order is a user's request to buy or sell cryptocurrency.

Personal data - information that allows you to identify the user, including biometric data.

Platform or Megabit is a website that provides cryptocurrency trading services.

Buyer is a participant in a transaction who buys cryptocurrency.

Privacy Policy is a document describing how the Platform processes users' personal data.

User is a person registered on the Platform and has the right to carry out transactions with cryptocurrency.

Seller is a participant in a transaction who sells cryptocurrency.

Agreement is a document regulating the relationship between the user and the Platform. Taker is a user who accepts a maker's order.

Services - various operations available on the Platform.

Credentials - information required to log into the Platform and manage your account.

3. Rights and obligations of the parties.
3.1. The company has the right:
3.1.1. Make changes to the terms of the Agreement and the Privacy Policy without the prior consent of users. This means that the terms and conditions to which the user originally agreed may be changed by the Company at any time, and such changes will take effect immediately upon posting.
3.1.2. Set and change fees for using the Platform, including for conducting transactions and operations, which may affect the cost of services for the user.
3.1.3. Temporarily limit the withdrawal of funds from the user account in order to protect against financial risks and fraud. This may be due to the need for additional transaction verification.
3.1.4. Suspend access to your services due to technical problems or updates, which may result in a temporary suspension of access to the Platform.

3.1.5. Restrict or completely block access to the account if the user violates the terms of the Agreement.

3.1.6. Change the design and functionality of the Platform, which may affect the user experience.

3.1.7. Limit the number of accounts a user can have.

3.1.8. Request personal data from the user to verify identity or for other reasons.

3.1.9. Restrict access to certain content or services as required by law enforcement.

3.1.10. Suspend transactions due to additional verification if unusual trading activity is suspected.

3.1.11. Determine the conditions for liquidation of orders and transactions in the event of financial difficulties or default.

3.1.12. Do not provide your services in certain countries or regions.

3.1.13. Require the user to undergo enhanced verification in accordance with international regulations or for certain transactions.

3.1.14. Restrict access to your account if you suspect misuse of the Platform.

3.1.15. Require additional verification before allowing cryptocurrency withdrawal.

3.1.16. Request additional documents for verification.

3.1.17. Temporarily freeze funds if suspicious activity is detected.

3.2. The company undertakes:

3.2.1. Provide the user with access to the electronic Platform to use services.

3.2.2. Guarantee the user's account confidentiality, not to disclose login and personal data without the owner's permission.

3.2.3. Protect user login information and personal data by monitoring system status, updating software, conducting regular maintenance, performing anti-virus scanning and installing multi-layered intrusion protection systems.

3.3. The user has the right:

3.3.1. Buy and sell cryptocurrency using personal financial resources.

3.3.2. Deposit and withdraw fiat currency into individual bank accounts.

3.3.3. Choose your preferred currency for your account and exchange it for fiat and cryptocurrencies.

3.3.4. Conduct transactions with fiat currency exclusively in the context of the purchase and sale of cryptocurrencies.

3.3.5. Use the information provided by the Platform for viewing or downloading from the website and mobile application solely for personal purposes.

3.4. The user undertakes:

3.4.1. Do not use the Platform or services for illegal activities or purposes not specified in the Agreement, do not transfer credentials to third parties and do not use the Platform for the benefit of other persons.

3.4.2. Do not use automated systems, software algorithms or techniques, or similar manual processes to access, acquire, copy or control any portion of the sites, mobile applications or content. Do not attempt to circumvent the navigational structure or presentation of sites, mobile applications or content in order to obtain materials, documents or information by any means.

3.4.3. Do not attempt to gain unauthorized access to any part or function of the Company services, or to other systems or networks connected to the Company services, or to any server, using hacking, password mining or other illegal methods, including the use of VPNs and other tools that facilitate prohibited access to content or services.

3.4.4. Do not conduct research, scanning or vulnerability testing of technical services or networks associated with the Platform services. Do not violate security or authentication measures. Do not falsify or change the provided documents and personal data.

3.4.5. Do not attempt to track information about other users or visitors to the Platform's websites and mobile applications, including any accounts that do not belong to the user. Do not use the services or information provided by the Company, including credentials and personal data, with the exception of the user's personal information, as provided by the Platform.

3.4.6. Do not use devices or software to interfere (attempt to interfere) with the operation of the Platform or any transaction conducted on the websites and mobile applications of the Platform.

3.4.7. Not falsify headers or otherwise manipulate identifiers in order to disguise the origin of any data transmitted through the Platform.

3.4.8. Do not use the Platform services for purposes prohibited by this Agreement. Do not ask to perform illegal actions that violate the rights of the Company or other persons.

3.4.9. Immediately notify the Company of any suspicions or facts of a security breach related to your account on the Platform.

3.4.10. Do not register multiple accounts for individual use.

3.4.11. Monitor updates to the Agreement yourself. Continued use of the Platform after the changes come into force means automatic acceptance of the new version of the Agreement. If you do not agree with the terms of the new version, you must stop using the Platform.

3.4.12. Store account data.

4. Terms of account use.

4.1. The platform provides each account with an individual wallet address, allowing the user to deposit and withdraw virtual currency to external wallets at their discretion.

4.2. The platform ensures the storage of virtual currency in the user's account and does not have the right to access the account or initiate transactions on the user's accounts, which are entirely within the user's area of responsibility.

4.3. To conclude an Agreement with the user, the Company requests personal data, including, but not limited to, copies of documents, biometric data, contact information and proof of residence.

4.4. The company is obliged to collect personal data of users within the framework of KYC and AML policies, as well as the law of Kyrgyzstan on combating the financing of terrorist activities and the legalization (laundering) of criminal proceeds.

4.5. The Company may request personal information from the user, including biometric data and copies of documents, before crediting funds to the account.

5. Services.

5.1. The Company operates an electronic Platform on which buyers and sellers can conduct purchase and sale transactions of cryptocurrencies, including exchange for fiat money, in accordance with the conditions set forth in this Agreement.

5.2. Each user registered on the Platform can participate in the operation of the cryptocurrency exchange.

5.3. The user's level of access to the functions of the cryptocurrency exchange depends on the status of his account. To take advantage of all the capabilities of the cryptocurrency exchange, the user must pass the verification required by the Platform.

6. Responsibility of the parties.

6.1. The user is responsible for:
• safety and confidentiality of your account password;
• all operations carried out through the account using a password;
• security of your computer systems;
• your actions while using the Platform, including transactions performed and information provided;
• providing correct recipient data when transferring virtual currency;
• understanding the features of the blockchain and realizing that transactions in it are irreversible;
• compensation for both actual damage and lost profits if the user's actions lead to losses to the Company;
• reimbursement of all legal costs if the Company takes legal action against the user for violating the terms of the Agreement;
• compliance with the laws of your jurisdiction when using the services.

6.2. The company is not responsible for:
• user losses, unless provided for by law;
• events beyond the Company's control, for example, transactions in the blockchain;
• termination of user access to services due to violation of the terms of the Agreement;
• transactions that users enter into among themselves, since the Company is not one of the parties.

7. Platform commissions.

7.1. Fees for virtual currency transactions depend on the user's account currency.
7.2. Information about the size and conditions of commissions is posted in the relevant sections on the website https://megabit.kg.
7.3. The user must independently monitor changes in commission conditions.
7.4. Platform fees are charged separately from blockchain fees when withdrawing cryptocurrencies.

8. Warranties.

8.1. The user understands that transactions related to the legalization of capital may be blocked.
8.2. The company is not affiliated with third parties and operates independently.
8.3. The company does not have access to the user's virtual currency and cannot initiate transactions.
8.4. The Company does not guarantee error-free or uninterrupted operation of the Services.
8.5. By using the services, the user acknowledges the associated risks.
8.6. By registering on the Platform, the user confirms his full legal capacity and accepts the terms of the Agreement.
8.7. The user undertakes to comply with international control requirements and economic sanctions.

9. Governing Law and Dispute Resolution.

9.1. Disputes related to the Company's services are governed by the legislation of Kyrgyzstan.
10. Algorithm for working with suspicious transactions.

10.1. The company has the right to suspend transactions that raise suspicions of illegal activity.

10.2. The user whose transaction has been suspended must provide evidence of the legality of the funds.

10.3. After receiving and studying the evidence, the Company will unblock the transaction.

10.4. If evidence is not provided, the Company has the right to cancel the transaction and not return funds.

10.5. The other party to the transaction, acting in good faith, has the right to receive funds.

10.6. The company reminds you of the need to pay taxes on funds received.