TERMS OF USE

> **Risk warning.** The prices of digital assets may change sharply within a short time, and the User may lose all the funds invested. Blockchain transactions are irreversible. The Company does not give investment advice and does not guarantee any income. By using the Platform, the User confirms that they understand and accept these risks.

1. General Provisions

1.1. These Terms are an agreement between BITKOR CJSC (TIN 02804202310105, 62 Kiev St, Bishkek, Kyrgyzstan; the Company) and a person registered on the megabit.kg platform (the User, the Platform) on the use of the Platform.

1.2. The Terms are accepted upon registration by ticking the consent box. The Privacy Policy, the KYC Policy and the fees and limits published on megabit.kg form part of these Terms.

1.3. The Company may change these Terms unilaterally. The new version takes effect upon its publication on the website unless it states otherwise. By continuing to use the Platform, the User accepts the new version.

1.4. Definitions:

- Account — the User's account on the Platform;
- Balance — the amount of the User's digital assets and KGS recorded on the Platform;
- Order — the User's request to buy or sell an asset;
- Code — a one-time code to top up the Balance or to receive KGS at a payment terminal of the Company's partner.

2. Services

2.1. The Platform allows the User to top up the Balance with digital assets and KGS (at terminals with a Code), place Orders, exchange assets and withdraw them.

2.2. The assets, trading pairs, deposit and withdrawal methods, fees and limits are set by the Company and published on the website. The Company may change them without prior notice.

2.3. The Users' assets are held by the Company in the wallets of the Platform. The User has a claim against the Company for the amount of their Balance, not for specific coins or addresses. The deposit address may change.

2.4. Trades are made under the rules of the Platform. The Company and the market makers engaged by it may place Orders and act as counterparties to the Users' trades on general terms.

2.5. The information on the Platform is for reference only and is not investment, tax or legal advice.

3. Account

3.1. The Platform may be used by persons over 18 with full legal capacity who have passed the verification under the KYC Policy. One User may have one Account.

3.2. The Company may require identity verification, the questionnaire and additional information, and may restrict transactions until they are provided.

3.3. The User is responsible for keeping their password, second authentication factor, email and phone secure. Transactions made through the Account are deemed to be made by the User.

3.4. The User immediately reports any suspected unauthorised access to the Account to support@megabit.kg.

4. Deposits and Withdrawals

4.1. The User checks the network, address and amount of each transaction. Funds sent on a wrong network, to a wrong address or in an unsupported asset may be lost. The Company may, but is not obliged to, help recover them.

4.2. A withdrawal cannot be cancelled once sent.

4.3. Deposits and withdrawals may be delayed for network confirmations, transaction checks or maintenance.

4.4. Fees are debited from the Balance at the time of the transaction at the rates published on the website.

5. Rights of the Company

5.1. The Company may, without prior notice and without giving reasons:

- suspend or restrict transactions, withdrawals and access to the Account, including for the time of a check;
- refuse a transaction or service and close the Account; the remaining Balance, less fees, is withdrawn to an address confirmed by the User unless prohibited by law;
- cancel a trade made at an obviously off-market price or because of a technical failure, and debit funds credited to the Balance by mistake;
- carry out maintenance and change the functions and interface of the Platform;
- not serve certain countries and regions;
- decide whether to support forks, airdrops and changes of blockchain protocols.

6. Prohibited

6.1. The User must not:

- use the Platform for illegal transactions, money laundering, terrorist financing or sanctions evasion;
- act on behalf of third parties, transfer the Account or create several Accounts;
- manipulate prices, including by trading with themselves;
- use a VPN or other means to bypass country restrictions;

- search for vulnerabilities, interfere with the Platform or collect data by automated means without the Company's consent;
- provide false information or documents.

6.2. In case of a breach, the Company may block the Account. The User compensates the Company for the losses caused, including lost profits, and legal costs.

7. Liability

7.1. The Platform is provided as is. The Company does not guarantee its uninterrupted and error-free operation.

7.2. The Company is not liable for changes in asset prices; for losses caused by a delay, suspension or refusal of a transaction; for the operation of blockchains, payment partners and other providers; for the actions of the User and third parties, including access to the Account through the fault of the User.

7.3. The Company is not liable for the User's lost profits and indirect losses. The Company's liability is limited to the fees paid by the User in the 3 months before the event giving rise to the claim. This limitation does not apply to the return of the Balance.

7.4. Neither party is liable for a failure to perform caused by circumstances beyond its control, including failures of and attacks on blockchains and providers, hacker attacks and decisions of government authorities.

7.5. The User pays their own taxes and complies with the laws of their country.

8. Disputes

8.1. These Terms are governed by the laws of the Kyrgyz Republic.

8.2. Before going to court, the User sends a claim to support@megabit.kg. A dispute may be brought to court no earlier than 30 days after the claim is sent.

8.3. Disputes are resolved by the court at the location of the Company.

8.4. Notices sent to the User's email address or published on the website are deemed received. The logs of the Platform are evidence of transactions.

8.5. If language versions of these Terms differ, the Russian version prevails.