



Bwise Limited Terms & Use Agreement

Last revised September 2018

This User Agreement ("Agreement") is a contract between you ("you," "your", "user", or "Client") and Bwise Ltd ("Bwise ", "the Company", "Trading Platform", "we", "us" or "our") and applies to your use of the Bwise website and all services described herein (collectively, the "Services").

DÉFINITIONS

Member means any current registered user of Bwise. Website means any of the images, written material, databases, software or other material available on any website owned or operated by Bwise . Your Content means any audio, video, text, images or other material you choose to display on this Website. Market refers to any market that can be traded on Bwise . Prices means the prices offered to the user for each transaction for a given market. Whenever relevant, Prices given by Bwise include the Spread. Spread means the difference between the purchase price Ask and the sale price Bid. Transaction means any type of transaction made in the user's trading account, including but not limited to, deposit, withdrawal request, new trade order, close trade order.

INTRODUCTION

These Website Terms And Conditions (these "Terms", these "Website Terms And Conditions", or this "Agreement") contained herein on this webpage, shall govern your use of this website, including all pages within this website (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. All other information provided on the Website or oral/written statements made are excluded from this agreement. By accessing, viewing or downloading information from this Website and using the services provided by Bwise you acknowledge that you have read, understood, and unconditionally agreed to be bound by these Terms. Bwise may at any time, without notice, amend these Terms. You agree to continue to be bound by any amended terms and conditions and that Bwise has no obligation to notify you of such amendments. You must not use this Website, if you have any objection to any of these Website Terms And Conditions. This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you a minor.

NATURE OF BUSINESS

Bwise is NOT an exchange. The User acknowledges and agrees that, when completing Trading Transactions, he/she is trading with other Users by API with the Bitfinex exchange users, and that Bwise acts only as an intermediary in such Transactions, not as the counterparty to any trade. Bwise has never and will never engage in any activities involving currency or asset exchange of any kind. Bwise has never and will never transmit customer funds to any third party and/or give access to customer funds to any third party except Bitfinex. Bwise is NOT a securities issuer or broker-dealer. When you trade on Bwise , you do not own or transmit ownership of any security of any kind. Bwise does not issue or sell securities of any kind. Bwise live trading is NOT available to residents of the United States of America or any other jurisdiction where such services may be restricted. As the digital currency ecosystem evolves, so does the regulatory landscape. Please contact contact@Bwise



.exchange for compliance related questions, or to provide or update regulation guidance regarding your country or region.

INTELLECTUAL PROPERTY RIGHTS

Other than content you own, which you may have opted to include on this Website, under these Terms, Bwise and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved. You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

RESTRICTIONS

You are expressly and emphatically restricted from all of the following:

1. publishing any Website material in any media;
 2. selling, sublicensing and/or otherwise commercializing any Website material;
 3. publicly performing and/or showing any Website material;
 4. using this Website in any way that is, or may be, damaging to this Website;
 5. using this Website in any way that impacts user access to this Website;
 6. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
 7. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
 8. using automated means outside the Bwise API (including but not limited to scripting, harvesting bots, robots, parser, spiders or screen scrapers) to place orders or trades, or to obtain, collect or access any information on the Website or of any User for any purpose;
 9. using this Website to engage in any advertising or marketing;
 10. undermining the security or integrity of Bwise 's computing systems or networks or, where the service is hosted by a third party, that third party's computing systems and networks; and
 11. attempting to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the services or to operate the Website except as is strictly necessary to use either of them for normal operation;
- Certain areas of this Website are restricted from access by you and Bwise may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any password you may have for this Website is confidential and you must maintain confidentiality of such information.

CLIENT RULES

A Client has the right to open only one live account on Bwise. If a Client is found to have logged in, operated, traded, deposited, or withdrawn from two or more live trading accounts on Bwise , all transactions on all of that Client's accounts will be cancelled and declared void. All accounts in question will be immediately blocked and any funds tied to those accounts will not be recoverable. The Client represents and warrants to Bwise that:

1. he has the authority to enter into this Agreement and to execute the provisions thereof;
2. he is not under any legal disability and is not subject to law or regulation that may prevent his acceptance of these Terms or any contract or transaction contemplated by the Terms;
3. any assets or funds traded by, deposited, or withdrawn by the Client are not in anyway linked to illegal or criminal activities;



4. the information he provides is accurate, complete, true, and not misleading in any material respect; and
5. if the Client is a citizen or resident of the United States of America, he or she cannot perform any kind of live trading on Bwise .

RECEPTION AND TRANSMISSION OF ORDERS

The Client agrees that any orders, once placed or activated, cannot be revoked, amended, or refunded in any case, including in cases where the company may run into technical issues or outages relating to, but not limited to, price data feeds, risk management, or fund management. The Client acknowledges and accepts these risks of mistakes or misinterpretations in the orders sent through the Trading Platform due to technical or mechanical failures, as well as the risks of delays or other problems that may arise and agrees to indemnify Bwise in full for any loss incurred as a result of such orders. The Client also acknowledges and accepts the risk that their orders may be placed by unauthorized persons and agrees to fully indemnify Bwise in such a case as Bwise has no responsibility as to the identity of the person placing the order. The Client also acknowledges that their balance may become negative due to position liquidation and unpaid leverage financing fees. In such a case, the outstanding negative balance is owed by the Client to Bwise. The Client also acknowledges and accepts that Bwise has the right to close, suspend, freeze, refuse or cancel any transaction or trade, at its sole and absolute discretion without providing prior notice to the Client, for example in cases relating to purposeful manipulation of the market or the Trading Platform, abusive exploitation of insider information, contribution to illegal activities such as money laundering, insufficient funds, and failure to fulfill obligations by the Client.

CONTENT

With respect to Your Content, by displaying it, you grant Bwise a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media. Your Content must be your own and must not be infringing on any third party's rights. Bwise reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

NO WARRANTIES

This Website is provided "as is," with all faults, and Bwise makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you. By signing up to Bwise , the Client acknowledges and accepts that the Services provided by Bwise may go down at any time (temporarily) without prior notification.

NO INVESTMENT ADVICE

Any investment or trading signal you receive through our service should not under any circumstance be regarded as investment advice or as a recommendation regarding any particular security or course of action. Opinions expressed on Bwise are current opinions as of the date appearing on the Website only and are subject to change without notice. Reasonable people may disagree about the opinions expressed on the Website. In the event any of the assumptions used on the Website do not prove to be true, results are likely to vary substantially. All investments entail risks. There is no guarantee that investment strategies will achieve the desired results under all market conditions and each investor



should evaluate their ability to invest for a long term especially during periods of a market downturn. No representation is being made that any account, product, or strategy will or is likely to achieve profits, losses, or results similar to those discussed, if any. The Website may contain statements, estimates or projections that constitute "forward-looking statements". Any such forward-looking statements are inherently speculative and are based on currently available information, operating plans and projections about future events and trends. As such, they are subject to numerous risks and uncertainties. Actual results and performance may be significantly different from historical experience and our present expectations or projections. The Website undertakes no obligation to publicly update or revise any forward-looking statements posted by the Website or any of its members.

SERVICE PERFORMANCE

Bwise denies all liability for the timely operation of the Website when used within an Internet environment, where you or a third party is providing the computer equipment upon which the product is depend upon for any part of its functionality. By using this service, you confirm your understanding that the timely operation of the Internet and the World Wide Web is governed by constraints beyond the control of Bwise . You accept that Bwise is not liable for any perceived slow operation of the Website. You understand that the market data Bwise provides is given "as is," with all faults, and Bwise makes no express or implied representations or warranties, of any kind related to this data. Bwise and its trading engine may at times rely on third party services or liquidity providers to retrieve and process market data, including live trade, bid, and ask data related to the "asset", "instrument", or "currency" you are trading. At times these third-party services may go offline or become unreliable or may not reflect real market information. The data you see on Bwise may not be up-to-date and you may be led to make trade decisions based on this inaccurate data. Although Bwise will do its best to notify you when these third party services are offline and when the price data you see may be inaccurate, Bwise denies all liability for any (automatically- or manually triggered) order or trade entries (including trades entered at market at an inaccurate market price), exits (including trades exited at market at an inaccurate market price), stops, or target hits, or any other market or price movements that may arise when such external services are unreachable or unreliable resulting in misleading market information. By using this service, you accept that all order and trade executions are final and irreversible, including executions that may have occurred as a result of or during a time in which incorrect market information was provided by Bwise or by third party market data services Bwise interacts with.

REGISTRATION

By registering as a Member you represent and warrant:

1. that you have accepted the Terms;
2. that you are at least 18 years of age and have the capacity to accept the Terms;
3. that you are the legal owner of the funds (digital currency) you use on Bwise services and that the same funds derive from a legitimate source;
4. that using Bwise services, including and in particular services that require deposit of funds, does not constitute a breach of your home jurisdictions' laws;
5. that you are aware of the risks in using the services provided by Bwise . These risks include the high volatility risk of bitcoin and cryptocurrency markets;



6. that the information you provide as part of your Website registration process, in particular your email address and country of residence, are correct, genuine and up-to-date;
7. that any digital currency addresses you provide is your own and that you have full control over this address; and
8. that you are not a resident of the United States of America or any other jurisdiction where the services offered by Bwise may be restricted.

CONDITIONS OF PARTICIPATION

By using the Trading Platform, Clients agree to be bound by these Terms and the decisions of Bwise , which shall be final and binding in all respects. Bwise , at its sole discretion, may block any Client from using its Services, refuse to award benefits or profits and require the return of any profits, if the user engages in conduct or otherwise utilizes any information Bwise deems to be improper, unfair or otherwise adverse to the operation of the Services or is in any way detrimental to other users of the Service. Funds deposited by Clients on Bwise are not in any way insured against loss or theft as a result of an attack on our servers or digital currency wallets, technical or mechanical failure, or any other cause.

1. The Client accepts and agrees to fully and completely indemnify Bwise should such a loss of funds occur. Bwise is committed to regulatory compliance in all states and regions in which its services are available.

These Terms prohibit trading a live account on Bwise if the Client is:

1. a resident of the United States of America or any other jurisdiction where the Services offered by Bwise may be restricted;
2. any person prohibited from participating pursuant to court order; and
3. any user who has knowingly received Pre-Release Data or any other non-public information that provides an advantage in trading. In addition, conduct that would be deemed improper also includes, but is not limited to:
 4. falsifying personal information required to trade a live account;
 5. engaging in any type of financial fraud;
 6. colluding with any other individual(s) or engaging in any type of syndicate play;
 7. any violation of these Terms;
 8. using automated means outside the Bwise API (including but not limited to scripting, harvesting bots, robots, parser, spiders or screen scrapers) to place orders or trades, or to obtain, collect or access any information on the Website or of any User for any purpose;
 9. any type of abuse, abuse of the referral program, or abuse of any other offers or promotions;
 10. tampering with the administration of the Website or trying to in any way tamper with the computer programs or any security measure associated with Bwise ;
 11. obtaining other user information and spamming other users; or
 12. abusing the Website in any way.

Bwise is not responsible for:

any incorrect, invalid or inaccurate entry information; human errors; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to software and operating systems that restrict Users based on their location), including without limitation any injury or damage to any user's or any other person's computer or video equipment; inability to access the Website, or any web pages that are part of or



related to the Website; theft, tampering, destruction, or unauthorized access to, or alteration of, trades and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any phone site or website or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof. ANY ATTEMPT BY A USER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE TRADING PLATFORM IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, Bwise RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure to comply with these Terms will result in immediate account closure and fund seizure.

TERMINATION AND EFFECT OF TERMINATION

Bwise may, without prior notice, immediately revoke any or all of your rights granted hereunder. In such event, you will immediately cease all access to and use of the Website. Bwise may revoke any password(s) and/or account identification issued to you and deny you access to and use of the Website. Any such action shall not affect any rights and obligations arising prior thereto. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

ANTI-MIXING AND ANTI-MONEY LAUNDERING

All deposited digital currency funds are stored in segregated, traceable, and offline wallets. Depositing, withdrawing, and transferring funds through Bwise does not increase the anonymity of Client transactions, regardless of trades or orders executed on the Trading Platform. Bwise keeps records of all Client transactions, including records of amounts transferred, source deposit addresses, and destination withdrawal addresses. All such records can and will be shared with law enforcement if the Company is compelled to do so through a legal procedure. Bwise will take measures to suspend Client accounts that are actively using the Services provided by the Company to engage in attempts to mix or launder deposited funds. All deposited FIAT funds are held in qualified registered banks.

LIMITATION OFFERED LIABILITY

In no event shall Bwise, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and Bwise, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

INDEMNIFICATION

You hereby indemnify to the fullest extent Bwise from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

VARIATION OF TERMS



Bwise is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

FORCE MAJEURE

Neither party is liable for delay in meeting its obligations due to any cause outside its reasonable control including acts of god, riot, war, malicious acts of damage, fires, electricity supply failure, Government authority.

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

SURVIVAL

Should any provision of these Terms be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected. If any provision is determined to be unenforceable, you agree to an amendment by Bwise of such provision to provide for enforcement of the provisions intent, to the extent permitted by applicable law.

ASSIGNMENT

Bwise shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Bwise and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

GOVERNING LAW & JURISDICTION

These Terms & Use Agreement will be governed by and construed in accordance with the Estonian common law of the Estonian Financial Supervision Authority it is the Estonian principal legislation that governs corporates. Bwise Privacy Policy Last revised September 2018

INTRODUCTION

We are committed to safeguarding the privacy of our website visitors; in this policy we explain how we will treat your personal information. By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy. Bwise exists primarily to provide digital currency trading services to registered users, including, but not limited to, live trading of the markets, trading analysis and trade setup ideas.

COLLECTING PERSONAL INFORMATION



We may collect, store and use the following kinds of personal information:

1. information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views, and website navigation paths);
2. information that you provide to us when registering with our website (including your email address and first name);
3. information that you provide to us when using the services on our website, or that is generated in the course of the use of those services (including the timing, frequency, and pattern of service use);
4. information that you post to our website for publication on the internet (including your username, your profile pictures, and the content of your posts);
5. information contained in or relating to any communication that you send to us or send through our website (including the communication content and metadata associated with the communication); and
6. any other personal information that you choose to send to us. Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

USING PERSONAL INFORMATION

Personal information submitted to us through our website will be used for the purposes specified in this policy or on the relevant pages of the website. We may use your personal information to:

1. administer our website and business;
2. personalize our website for you;
3. enable, or disable, your use of the services available on our website;
4. supply to you services purchased through our website;
5. send you non-marketing commercial communications;
6. send you email notifications that you have specifically requested, for example by subscribing to receive trading signals from a given Bwise user;
7. send you marketing communications relating to our business which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
8. keep our website secure and prevent fraud; and
9. verify compliance with the terms and conditions governing the use of our website. If you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the license you grant to us. Your privacy settings can be used to limit the publication of your information on our website, and can be adjusted using privacy controls on the website. We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing. All our website financial transactions relating to deposits and withdrawals are handled through the corresponding cryptocurrency blockchain and by its nature, non-personally identifiable information about the transactions you make via or with Bwise will be available publicly.

DISCLOSING PERSONAL INFORMATION



Your personal information is encrypted, and we will never disclose it to any of our employees, officers, insurers, professional advisers, agents, suppliers, subcontractors, or any other third party, without your prior express written consent.

INTERNATIONAL DATA TRANSFERS

Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy. Information that we collect may be transferred to the following countries and regions which may not have data protection laws: the European Union, Russia, Japan, China and India. Personal information that you publish on our website or submit for publication on our website may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others. You expressly agree to the transfers of personal information described herein.

RETAINING PERSONAL INFORMATION

Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

SECURITY OF PERSONAL INFORMATION

We will take reasonable technical and organizational precautions to prevent the loss, misuse or alteration of your personal information. We will store all the personal information you provide on our secure (password- and firewall-protected) servers. All electronic financial transactions entered into through our website will be protected by encryption technology. You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet. You are responsible for keeping the password you use for accessing our website confidential; we will not ask you for your password (except when you log in to our website).

AMENDMENTS

We may update this policy from time to time by publishing a new version on our website. You should check this page occasionally to ensure you are happy with any changes to this policy. We may notify you of changes to this policy by email but are not required to.

YOUR RIGHTS

You may instruct us at any time not to process your personal information for marketing purposes. In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

THIRD-PARTY WEBSITES

Our website includes hyperlinks to, and details of, third party websites. We have no control over, and are not responsible for, the privacy policies and practices of third parties.

COOKIES

Our website uses cookies. A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server. Cookies may be either



"persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed. Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies. We use both session and persistent cookies on our website. Blocking all cookies will have a negative impact upon the usability of many websites. If you block cookies, you will not be able to use all the features on our website.

RISK WARNING

Speculative trading and trading on margin carry a high level of risk and are not suitable for all investors. You should only trade with money you can afford to lose. Please ensure that you fully understand the risks involved before trading. Bwise strongly recommends that any person considering trading in its products and services consult financial advisors prior to conducting any investment or transaction. Bwise runs entirely on digital currency. Bwise is not an exchange, currency exchanger, currency dealer, money transmitter, securities issuer, or broker-dealer. Digital currency, unlike most currencies which are backed by governments or commodities, is backed by technology and mathematics in an autonomous and unregulated network of nodes and miners. Considering this, digital currency cannot be considered a currency in the traditional sense. Trading in digital currency carries its own risks due to the highly volatile nature of the system. Market confidence might collapse due to technical issues, software or hardware hacks of large bitcoin entities, unexpected changes in the code underlying the cryptocurrency network, government crackdowns, competing alternative currencies, among other risks. Finally, there are risks inherent to using an Internet-based deal execution trading platform such as Bwise including, but not limited to, the failure of software, hardware, connection, or network.

Signed and Revised by Bwise LTD.

Client signature

Client Name	Date	Position	Address	Signature