

DISCLAIMER

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General

Any and all information in digital or physical form provided by BITSD, its founder, board of directors, share- or token holders and/or any of its affiliates by any medium or transporting method (the “**Information**” and “**BITSD**”), as well as all services and/or products provided by and/or on behalf of BITSD (the “**Services**”), are governed by the contents of this disclaimer. By using of or relying on the Information and/or the Services, you agree in full to all terms and conditions set out in this disclaimer (the “**Terms and Conditions**”). If you do not agree in full, you should not use or rely on the Information or the Services in any way.

As-is

The Information and Services are provided to you on an as-is basis, without warranties of any kind regarding its content.

Innovative risks

To be able to provide the Information and Services to you, BITSD may develop or rely on information, software and innovative techniques which are or may be:

- ❖ provided by third parties, who are not in any way controlled by or affiliated to BITSD;
- ❖ new, and therefore unproven and/or untested;
- ❖ based on blockchain technology, resulting in anonymity for you, but also for your potential counterparties;
- ❖ in constant development on a worldwide scale;
- ❖ concern financial data, that may be historical, actual or prospective;
- ❖ technical in nature.

Because of this, using of or relying on the Information and Services poses inherent risks, for which you are expressly warned. Usage of or relying on the Information and Services is solely at your own risk. BITSD, as a central principle, provides the Information and Services to you on the basis that you are an experienced user and fully understand all connected actual and potential risks. If you do not fully understand these risks, make sure that you come to fully understand these risks before using or relying on the Information and Services. If you are not able or prepared to do so, you are expressly warned to not use or rely on the Information and Services.

Crypto currency risks

The Information and Services may be connected to crypto currency. As this type of currency relies on virtual data stored on multiple devices on the basis of anonymity (and, as such, lacks physical form), there are – in addition to the previous provision – specific risks that you hereby acknowledge:

- ❖ technical difficulties or user errors may result in loss or corruption of and/or faults in crypto currency, data and/or incorrectly structured transactions;

- ❖ security problems, for example by means of unsafe or lost passwords, unauthorized access to crypto currency, security weaknesses, exploitable breakthroughs in the field of crypto currency, malware and/or attacks;
- ❖ unavailability of or faults made by (platforms of) third party service providers on which BITSD relies for providing the Information and Services.

Limitation of liability

BITSD cannot be held responsible for any direct and/or indirect losses or damages that occur as a result of the aforementioned risks and/or other risks mentioned in the Terms and Conditions and/or other currently unforeseen risks. You expressly acknowledge and agree that, to the fullest extent permitted by applicable law, the Terms and Conditions apply to any and all damages or injuries whatsoever caused by or related to all risks connected to the Information and the Services. Some of these limitations of liability may not apply to you because these are not permitted by applicable law (in particular, where it concerns statutory rights connected to wilful misconduct or fraud on behalf of BITSD).

Investment risks

Nor the Information, nor the Services are intended to facilitate investment decisions to be made by you. If you however decide to make an investment decision, you do so at your own risk. Please be aware that there may be serious risks connected with investing in crypto currency, such as heavy fluctuations of virtual or actual currency values, which in turn may lead to loss of currency over short or long periods.

No currency processed

As part of the Information and Services, BITSD itself does not host, store, send, receive or convert crypto currency of any kind. Any transaction made by you, as well as any transfer of title that may be connected to such a transaction, is processed within the applicable crypto currency network which is not operated by or affiliated to BITSD. This implicates, amongst other things, that you are solely responsible for such transactions and its consequences. In case you acquired one or more DRP or other tokens connected to BITSD, you are solely responsible for storing, sending, receiving and converting of such tokens. Especially, BITSD cannot guarantee that such tokens may be converted to other currencies (regular nor crypto-based) in any way.

Voting

As part of the Services, you may be eligible to participate in the voting process on proposals or other matters. In some cases, you may be required to participate. It is possible that the voting process may require incurring of direct and/or indirect costs. Voting may take place on a decentralized blockchain network. BITSD cannot be held responsible for the voting process, albeit technical, financial or otherwise, nor for the outcome of such a voting process, even if the outcome has negative consequences for you or third parties.

Regulatory aspects

Currently, crypto currencies and/or blockchain technologies as well as the Information and Services are unregulated in many countries and jurisdictions. Please note that these circumstances may change in your country or jurisdiction, that of a possible counterparty and/or other relevant third parties, such as providers or hosting facilitators. BITSD cannot guarantee that possible regulatory changes shall not impact the Information or the Services, nor that such changes may impact you or activities you perform in regard of using the Information or Services.

Fiscal aspects

You are solely responsible to determine what, if any, fiscal obligations (taxes) apply to any transaction you perform while using the Services or the Information.

Copyright and IP

Subject to the Terms and Conditions, BITSD, and on occasion together with potential licensors, own all copyright and other intellectual property rights of the Information. All those rights are expressly reserved.

Changes

The Terms and Conditions, as well as the Information and the Services, may from time to time be revised, updated or developed further. Such a revised version of the Terms and Conditions or development of the Information and Services shall apply from the date of publication, for example on the website of BITSD, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these Terms and Conditions or development of the Information and Services.

Severability

If a provision of the Terms and Conditions or part of such a provision is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions and/or remaining part of such provision will continue to be in effect.

Other terms and conditions

Please be aware that other terms and conditions may apply on behalf of BITSD (accessible through our website) and/or third parties, accessible through their respective website(s).