

# SERVICE AGREEMENT

This Service Agreement (**hereinafter, the “Agreement”**) is a legally binding agreement concluded between Bitrust LLC (**hereinafter, “we/us/company/Bitrust/Provider”**) (I/N 405470431) and you, the person using Bitrust’s website (**hereinafter, the “User/Client/you”**), which governs your use of Bitrust’s website and applicable services.

WHEREAS the User wishes to purchase and/or sell Virtual Assets by using the services available through the website [bitrust.exchange](https://bitrust.exchange), to utilize the booking function provided for accessing services at physical locations and/or receive other ancillary services, the Parties agree to the terms and conditions set out below, on the basis of which Bitrust shall offer and deliver services to the User.

By accessing or using Bitrust’s services, you, on behalf of yourself and any third party using any Bitrust service under your Account/Profile, hereby agree to the following terms and conditions:

## **Risk Warning:**

The value of Virtual Assets is highly volatile and, therefore, there is a significant risk of financial loss when purchasing, selling, holding and/or using them for investment purposes.

Before using the services available on our website, you must assess whether any such action is appropriate for your financial condition and capabilities.

We do not act as your broker, intermediary, agent and/or advisor. We do not provide investment, financial and/or other consulting recommendations, and any information provided by us should not be interpreted as advice, guidance and/or a recommendation.

The evaluation of investment objectives, strategies and related risks is your sole responsibility. Any financial loss that may arise from the purchase, sale or holding of Virtual Assets shall be borne solely by you.

Before making any decision, we recommend that you independently assess the risks and, if necessary, consult a qualified financial or legal advisor. We are not responsible for any decisions you make and the outcomes thereof, including any potential loss.

## **1. Definitions**

**1.1. Virtual Asset Service Provider** - a person that provides services related to Virtual Assets on behalf of another person. For the purposes of this Agreement, the Provider is Bitrust LLC, identification number: 405470431, registered as a Virtual Asset Service Provider with the National Bank of Georgia, registration No.: 0028-9404, based on the National Bank of Georgia Order No. 188, dated 24 September 2025;

**1.2. User (hereinafter, the “User/Client/you”)** – a legal entity or an individual with full legal capacity who is registered on our Website, has completed the identification/verification process and/or uses the services of the Virtual Asset Service Provider;

**1.3. Party/Parties** – the Provider and the User individually or collectively;

**1.4. Third Party** – any person other than the User and the Provider;

**1.5. Virtual Asset** – a digital representation of value that is interchangeable and not unique, is subject to transfer or trading in digital form, and is used for investment and/or payment purposes. Virtual Asset does not include digital representations of funds, securities, or other financial instruments;

**1.6. Virtual Asset Wallet (hereinafter, the Wallet)** – a distributed ledger address, an alphanumeric code defining the address on a network that uses Distributed Ledger Technology (DLT) or similar technology, from which Virtual Assets can be transferred and/or to which Virtual Assets can be received;

**1.7. Convertible Virtual Asset** – a Virtual Asset that has an equivalent market value in national or foreign currency, another Virtual Asset and/or a financial instrument into which it may be exchanged;

**1.8. Conversion** – the exchange of one Virtual Asset for another Virtual Asset, for national or foreign currency, or the exchange of national or foreign currency for a Virtual Asset;

**1.9. Fee/Commission** – a fee imposed by the Provider for the User’s access to and/or use of a specific product or service;

**1.10. Website** – bitrust.exchange

**1.11. User Account (hereinafter, the Account/Profile)** – a personal account opened by the User on the Website;

**1.12. Business Day** – the period between 11:00 and 19:00, excluding Saturdays, Sundays, and official public holidays as defined under the laws of Georgia;

**1.13.** Any other terms used in this Agreement shall have the meaning assigned to them under the applicable laws of Georgia.

## **2. Representations and Warranties**

**2.1.** By agreeing to the terms of this Agreement, the User hereby represents and warrants that:

**2.1.1.** They have full legal authority to enter into (including expressing consent electronically by selecting/marketing the relevant confirmation button) and perform the obligations set forth in this Agreement;

**2.1.2.** They have read this Agreement, the AML/CFT Policy and the Privacy Policy, and agree to their terms;

**2.1.3.** They will act in good faith and fully and duly perform the obligations imposed by these terms and conditions;

**2.1.4.** The personal information/documentation provided by them is current, accurate and reliable, and does not contain any false or misleading

information;

2.1.5. They are not engaged in, nor participate in, any illegal activity as defined under applicable law, including but not limited to: money laundering, arms trafficking, terrorism or terrorist financing, or any other form of unlawful activity;

2.1.6. For the purposes of this Agreement, Bitrust is entitled to collect, verify and/or process relevant information about the User;

2.1.7. They shall be fully liable for any breach or non-performance of the warranties declared herein;

2.1.8. They shall not engage in any activity that:

2.1.8.1. violates this Agreement, the AML/CFT Policy and/or the Privacy Policy;

2.1.8.2. is unlawful, misleading, discriminatory and/or fraudulent;

2.1.8.3. violates, restricts and/or infringes the rights of others;

2.1.8.4. violates, disrupts, harms, restricts and/or interferes with the proper functioning of the Website or any of its components or functionalities.

2.1.9. Bitrust does not act as a broker, intermediary, agent and/or advisor. Bitrust does not provide investment, financial and/or other consulting recommendations, and any information received from Bitrust shall not be construed as advice, instruction and/or recommendation. Accordingly, Bitrust shall not be liable for any decisions made by the User or any consequences thereof, including any financial or other type of loss;

2.2. Bitrust enters into this Agreement solely in reliance on the representations and warranties set out herein. Therefore, any breach of the representations, warranties and obligations established under this Agreement shall constitute sufficient grounds for Bitrust to unilaterally refuse to offer and/or provide any or all products or services defined under this Agreement and/or the terms;

2.3. The User acknowledges that Bitrust exercises its rights and obligations both in accordance with this Agreement and applicable laws of Georgia. Accordingly, any provisions, rights and obligations not expressly governed by this Agreement shall be regulated pursuant to the applicable laws of Georgia.

### **3. Subject of the Agreement**

3.1. The purpose of this Agreement is to define the relationship, rights, obligations and responsibilities of the Parties in the course of the User's use of our Website and services received through the Website;

3.2. Through our Website, the User may access the following services:

3.2.1. exchange of Virtual Assets into national or foreign currency or into another Virtual Asset;

3.2.2. exchange of national or foreign currency into a Virtual Asset;

3.2.3. scheduling a visit/appointment to receive Virtual Asset exchange services at a physical service location.

3.3. The list of available Virtual Assets is provided on our Website.

#### **4. User Registration**

4.1. In order for the User to access and receive the services available on our Website, the User is required to register on the Website and complete the identification/verification process;

4.2. All information/documentation provided by the User, both during the identification/verification process and throughout the subsequent relationship, must be complete, accurate and up to date. In the event of any changes to identification and/or contact information, the User shall promptly update such information on the Website;

4.3. During the identification/verification process, the User must provide an active email address and mobile phone number, which must match the information submitted at the time of registration. The User shall use these details for authorization and authentication purposes. The identification/verification process is governed in detail by the AML/CFT Policy available at the following link: <https://static.bitrust.exchange/docs/en/aml-cft-policy.pdf>;

4.4. For the purpose of fulfilling obligations prescribed under the Law of Georgia on Facilitating the Prevention of Money Laundering and Financing of Terrorism, and at its own discretion and/or in accordance with the Company's internal policies, including but not limited to the AML/CFT Policy, or if there is a reasonable suspicion that the information provided is incorrect, inaccurate and/or incomplete, Bitrust is entitled to request any additional information/documentation from the User during the identification/verification process, throughout the ongoing relationship, and/or in the course of any transaction. Failure to provide such requested information entitles Bitrust to refuse verification and/or the provision of services, and to suspend or terminate the User's access to their Account. Such measures shall not be deemed a breach of Bitrust's obligations under this Agreement;

4.5. Upon successful completion of registration and verification, the User shall be able to access and use the services available on the Website. The User shall be responsible for the accuracy of the information provided, the authenticity and validity of submitted documentation, compliance with applicable legislation, as well as for any transaction or action carried out by the User through the Website.

#### **5. Fees and Limits**

5.1. Registration on our Website is free of charge;

5.2. The margin/fee applicable to services related to Virtual Assets shall be displayed at the time of the transaction;

5.3. The Virtual Asset Service Provider is entitled to unilaterally change the amount of fees/charges for any service at any time, without prior notice;

5.4. Bitrust is entitled to deduct from the User any applicable fees and/or charges payable for the use of the services available on the Website.

## **6. Conditions of Service Provision**

**6.1.** The User is solely responsible for managing their personal Account;

**6.2.** The Provider is entitled to refuse the provision of a specific service if:

**6.2.1.** the service contradicts applicable laws and/or the rules and procedures established by the Company, including but not limited to the Law of Georgia “On Facilitating the Prevention of Money Laundering and Financing of Terrorism”;

**6.2.2.** the information/data provided is inaccurate;

**6.2.3.** there is a reasonable suspicion that the operation is unlawful;

**6.2.4.** in any other case established under the applicable laws of Georgia.

**6.3.** The User is solely responsible for any transactions with third parties and for the results thereof, including those based on or connected to a transaction that may be suspended or cancelled by the Company pursuant to this Agreement or under the rights granted by applicable legislation;

**6.4.** The Provider shall not be liable for erroneously executed operations or any consequences arising from the provision of incorrect, inaccurate and/or incomplete information by the User;

**6.5.** The User is solely responsible for any transaction or action carried out through their Account;

**6.6.** The User is responsible for the correctness of the Wallet address submitted by them. The Company shall not be liable for any transaction executed to an incorrectly specified Wallet address provided by the User, nor shall it bear any obligation to return funds and/or Virtual Assets or to compensate any damages;

**6.7.** The User is solely responsible for safeguarding the confidentiality and security of their username and password used for accessing the Website. Disclosure of such information to third parties for any reason is strictly prohibited. In the event the User provides such information to a third party, the Company shall not be liable for any resulting consequences;

**6.8.** In the event of any unauthorized and/or suspicious transaction on the User’s Account, the User shall promptly notify Bitrust thereof and provide all available information in their possession.

## **7. Rights and Obligations of the Parties**

**7.1. The User shall:**

**7.1.1.** Use their personal Account strictly in accordance with this Agreement and applicable laws of Georgia;

**7.1.2.** Ensure the secure storage and protection of their personal Account, refrain from disclosing their username and/or password to any third party, avoid storing such information on devices belonging to others, and take all reasonable measures to prevent unauthorized access by any third party;

**7.1.3.** Notify the Company in writing of any changes or additions to the documents and/or information submitted to the Provider, as well as any

change of contact details (legal/actual address, telephone number, email address, etc.) within no later than two (2) calendar days;

7.1.4. Provide the Provider, at the time of opening the Account or at any time thereafter, with any requested documents in the form required by the Provider;

7.1.5. Provide the Provider, upon request and for the purpose of executing any transaction through the Account, with full, complete and accurate information regarding the purpose and nature of the transaction/payment, and submit to the Provider any documents necessary to verify the content, purpose, type and/or legal compliance of the transaction to be carried out;

7.1.6. Fully, duly and in good faith comply with the terms and conditions established under this Agreement, the AML/CFT Policy, the Privacy Policy and applicable laws of Georgia.

**7.2. The User shall be entitled to:**

7.2.1. Request Bitrust to perform its obligations assumed under this Agreement;

7.2.2. Access and use the services provided on the Website;

7.2.3. Book an appointment to receive services at the Provider's branch through the Website;

7.2.4. Request the Provider to temporarily block or permanently delete their Account/Profile in the event of detection of any unauthorized or incorrect operation;

7.2.5. Receive various information from the Provider relating to the User;

7.2.6. Exercise any other rights granted under applicable laws of Georgia.

**7.3. Bitrust shall:**

7.3.1. Execute transactions in a timely manner and strictly in accordance with the information provided by the User, while complying with all applicable legislative requirements;

7.3.2. Carry out User identification and verification and monitor transactions in accordance with the Law of Georgia on Facilitating the Prevention of Money Laundering and Financing of Terrorism, and the requirements established by subordinate legal acts issued by the Financial Monitoring Service of Georgia and the National Bank of Georgia;

7.3.3. Comply with confidentiality obligations;

7.3.4. Record transactions performed by the User in the relevant reports/statements and, upon the User's written request, provide such information no later than 10 (ten) Business Days from receipt of the written request;

7.3.5. Perform any other obligations established under applicable laws of Georgia.

**7.4. Bitrust shall be entitled to:**

7.4.1. Request additional information/documentation from the User, including but not limited to information related to processed or intended transactions, in accordance with applicable laws of Georgia and this Agreement;

7.4.2. Obtain identifying information and documentation of the User from electronic databases of the Public Service Development Agency and/or other reliable and independent sources, for verification purposes;

7.4.3. Store the User's correspondence (including physical and electronic communication, telephone recordings, and any information received through other means of communication) from the date of the User's registration and for no longer than 3 (three) years following the closure/deletion of the User's Account/Profile. The User acknowledges that such information may be used by the Provider as evidence, constitutes the Provider's property, and carries legal force;

7.4.4. Store the information and documentation submitted by the User, as well as complete information regarding the transactions executed by the User, from the date of the User's registration and for no longer than 3 (three) years following the closure/deletion of the User's Account/Profile, and, in cases prescribed under applicable Georgian law, provide such information to state authorities in accordance with statutory procedures;

7.4.5. Unilaterally amend the rules and conditions of service, tariffs and other applicable terms without prior notice to the User. Any such amendment shall become effective immediately upon publication on the Website. The publication date of this document is indicated on the last page;

7.4.6. Temporarily block the User's Account/Profile, thereby restricting access to the services available on the Website, in the following cases:

7.4.6.1. as defined under the Company's AML/CFT policies and procedures;

7.4.6.2. on the basis of a court ruling or prosecutor's decree;

7.4.6.3. in other cases provided by applicable Georgian law;

7.4.7. Block the User's Account/Profile for a period not exceeding 3 (three) months and, where justified, extend such period in accordance with the instructions of the relevant state authorities;

7.4.8. Suspend or cancel a transaction initiated or being processed by the User and withhold the User's funds and/or Virtual Assets based on a court ruling or prosecutor's decree, until Bitrust receives appropriate instructions in accordance with applicable Georgian law;

7.4.9. Transfer, without the User's prior consent, information/documentation relating to the User or their transactions to any commercial bank used by the User for conducting transactions through the Website, if requested by the said bank.

## **8. Liability of the Parties and Limitation of Provider Liability**

8.1. Each Party is entitled to require the other Party to duly and in good faith perform its obligations arising under this Agreement;

8.2. In the event of non-performance or improper performance of obligations set forth in this Agreement, the Parties shall be liable in accordance with this Agreement and applicable Georgian legislation;

8.3. The breaching Party shall compensate the non-breaching Party for any damages incurred as a result of such breach;

8.4. The use of services provided on the Website for purposes inconsistent with this Agreement and/or applicable legislation is prohibited. The User shall be solely responsible for the purposes for which the services are used;

8.5. The User is solely responsible for any transaction or action carried out through their Account/Profile, as well as for monitoring and managing transaction history. In the event of any unauthorized and/or suspicious transaction detected on the User's Account/Profile, the User shall immediately notify Bitrust thereof and provide any information in their possession;

8.6. The User acknowledges that if the User fails to comply with the security measures established by the Provider, the Provider shall be released from any liability for consequences arising therefrom;

8.7. The Provider shall use its best efforts to eliminate any unlawful, fraudulent and/or unauthorized actions executed under the User's Account/Profile, or any transaction executed in error; however, the Provider shall not be and shall not be deemed liable for any consequences, losses or damages resulting therefrom;

8.8. The Provider shall be liable only for damages caused by its intentional misconduct or direct fault;

8.9. The Provider shall not be and shall not be deemed liable for:

8.9.1. restriction or termination of the User's Account/Profile;

8.9.2. delays, interruptions or inability to use the Website or any embedded service due to technical failure or any other reason;

8.9.3. any financial loss that may arise or has arisen from the purchase, sale or holding of Virtual Assets;

8.9.4. damages caused by acts or omissions of third parties;

8.9.5. consequences arising from inaccurate and/or incorrect information provided by the User to the Provider (including information contained in an instruction or in any document submitted to the Provider);

8.9.6. consequences arising from the User's failure to exercise any rights granted under this Agreement;

8.9.7. consequences arising from malfunction or failure of any computer, telephone or other device or software owned by the User or any third party, or due to the actions or omissions of an internet provider, telecommunications operator or any other service provider;

8.9.8. consequences resulting from the Provider's compliance with requirements established under applicable Georgian legislation, this Agreement and/or the AML/CFT Policy.

## **9. Force Majeure**

9.1. The Parties shall be released from liability for full or partial non-performance of their obligations under this Agreement where such non-performance results from circumstances of force majeure, which make it impossible for the affected Party to fulfil its contractual obligations;

9.2. Force majeure means circumstances that did not exist at the time of execution of this Agreement and could not have been foreseen or avoided

by the Parties, including but not limited to natural disasters, acts of war, military actions, and acts of governmental or judicial authorities related to the adoption of legislative acts (or amendments to existing legislative acts), the occurrence of which prevents a Party from fulfilling its obligations under this Agreement;

**9.3.** A Party unable to perform its obligations due to force majeure shall notify the other Party immediately, but no later than five (5) Business Days after becoming aware of such circumstances. Failure to provide such notice shall deprive the affected Party of the right to rely on force majeure in relation to its non-performance under this Agreement. This requirement shall not apply where the force majeure circumstance is a matter of public knowledge.

## **10. Governing Law and Dispute Resolution**

**10.1.** This Agreement shall be interpreted and governed in accordance with the laws of Georgia;

**10.2.** Any dispute arising between the Parties shall be resolved through mutual negotiations and agreement;

**10.3.** If the Parties are unable to resolve the dispute amicably, the dispute shall be submitted to the Tbilisi City Court for consideration.

## **11. Term of the Agreement and Termination**

**11.1.** This Agreement enters into force from the moment the User completes registration on the Website;

**11.2.** Unless otherwise provided by these terms or a written agreement, the Provider shall be entitled to terminate and/or suspend this Agreement and/or any agreement concluded within the scope of or based on this Agreement and/or close the User's Account/Profile with the Provider if:

**11.2.1.** information available to the Provider and/or submitted by the User (whether in documentary and/or electronic form) is found to be false, incomplete and/or inaccurate;

**11.2.2.** any prerequisite, condition, additional condition and/or request imposed by the Provider on the User has not been fulfilled, or if the applicable laws of Georgia, these terms or any agreement concluded within the scope of or based on this Agreement are breached;

**11.2.3.** the User violates any condition established under applicable Georgian law and/or this Agreement, or the Provider reasonably suspects that the User cannot or will not perform any obligation imposed on them;

**11.2.4.** closure of the Account/Profile is required pursuant to the Provider's internal policies, a court decision and/or in accordance with applicable Georgian law;

**11.2.5.** by mutual agreement of the Parties;

**11.2.6.** upon cancellation of registration by the User;

**11.2.7.** in other cases provided by applicable Georgian law.

**11.3.** Financial obligations arising from applicable Georgian legislation and/or under these terms, as well as provisions determining liability due to breach of these terms, shall remain in force until fully satisfied,

notwithstanding the termination of the service.

## **12. Final Provisions**

**12.1.** Each Party shall perform its obligations under this Agreement in accordance with the principles of mutual good faith and fair dealing;

**12.2.** The invalidity of any individual provision of this Agreement shall not result in the invalidity of the remaining provisions;

**12.3.** The Privacy Policy describes in detail how the Company collects and stores the User's personal/confidential information;

**12.4.** By completing registration on the Website, the User agrees to this Agreement, the AML/CFT Policy (link: <https://static.bitrust.exchange/docs/en/aml-cft-policy.pdf>) and the Privacy Policy (link: <https://static.bitrust.exchange/docs/en/privacy-policy.pdf>);

**12.5.** Any agreement reached between the Parties within the scope of these terms constitutes an integral part of this Agreement and shall be valid together with it;

**12.6.** In the event of any conflict between the provisions of this Agreement and any other terms, rules or policies published on the Website, the provisions of this Agreement shall prevail;

**12.7.** Communication with Bitrust may be carried out through the "chat" function available on the Website, via the Telegram channel: [https://t.me/bitrust\\_exchange\\_support\\_bot](https://t.me/bitrust_exchange_support_bot)

**12.8.** or by emailing: [contact@bitrust.exchange](mailto:contact@bitrust.exchange). Bitrust's responses to Users are provided during business hours;

**12.9.** Communications to the User shall be made using the contact email address and phone number submitted by the User.

Last updated: 12 January 2026.