

Terms and Conditions

These Terms and Conditions constitute a legal agreement by and between BitLender Ltd. ("us", "we", "our" or "**BitLender**"), a duly incorporated corporation under the laws of the state of Israel, and yourself, the user of the Platform, whether you are a natural person or a legal entity ("you" or "**the user**"). These terms and Conditions describe the terms under which you agree to use the services, products, features, functions, technologies, or content offered on our Website (www.BitLender.co.il / Bitlender.online), our Application, and all related sites and applications, regardless of how accessed, including by computer, mobile phone, or any other device (collectively, the "**Platform**").

BitLender is a state-of-the-art Lending platform that include digital wallet which operates on an encrypted Blockchain technology, based on BitLender proprietary technologies and know-how. The platform enables you to borrow money and keep your digital assets as Collateral, whether digital or fiat currency.

The platform is offered to you on an AS-IS basis with absolutely no warranties by us or by our third party service providers.

Please note that BitLender is not a bank. You are fully responsible for managing your financial accounts (including the Allowance Accounts) you set up by using the Services and BitLender will not verify any amounts, transactions, calculations, allowances, budgets, goals or the like that you decide to enter into the Services accept where we are obligated to do so by law or court order. Always verify the availability of funds by checking your bank account before making any financial decisions. BitLender does not provide any financially-related advice.

Please carefully read these terms and Conditions, as they, along with our privacy policy, are the legal documents which govern the parties' rights and obligation.

The preamble of the terms and Conditions act as an integral part herewith but shall not be used for interpretation alone.

- 1. Registration, Eligibility and Platform Terms:** You will be considered eligible to register and use the platform solely under the terms detailed herein. By downloading the platform to your mobile device or using the platform in any other manner available such as Bitlender website, you represent that you comply with the conditions for eligibility herein and you undertake to adhere and be bound by the Terms and Conditions herein. In the event that we will learn that you were not eligible or you were rendered non-eligible to register and use the platform, we may

then terminate your account without prior notice, and you hereby wave and forfeit any claim for damages, expenses and/or loss incurred as a result of the termination of your account and you release BitLender, its subsidiaries, directors, employees, contractors and service provider from any liability to any damages or losses incurred by the termination of your account:

- 1.1. **General Information Required to Register:** we require your phone number, credit card details, debit card details and corresponding bank accounts, as well as personal identifying details such as, full name, address and country of residency, as a prerequisite to entering into these Terms and Conditions. We may later request additional information, in order to verify your identity and/or in order to provide additional services. Please read our Privacy Policy for more information about how and why we collect and use information.
 - 1.2. **Solvency:** You hereby represent that you are solvent and have not filed for bankruptcy, liquidation, debt settlement or otherwise lost your ability to enter into agreements such as these terms and conditions due to a court order or warrant and that you are not prohibited to do so in accordance with the laws of your country of residence.
 - 1.3. **Not Representing Hostile or embargoed State:** You do not reside in North Korea, Libya, Syria, Iran, or any other jurisdiction where BitLender cannot enforce its rights, and you do not reside in or act on behalf of a country which is under an economical embargo imposed by the United States of America and/or the United Nations.
 - 1.4. **Legal Age:** If you are a natural person, you are on or above the legal age of majority in your country of residence.
2. **Services:** BitLender provides the following services. We reserve the right to add or remove services from time to time in accordance to our sole discretion, and may withhold a portion of the services in accordance to our sole discretion and without receiving your consent or notifying you in advance ("**the Services**"):
- 2.1 **lending services:** We provide lending services for businesses and individuals. BitLender allows you to charge certain sums of crypto into your account as a collateral, and enables you to get loan as wire transfers. Our lending services follows Anti Money-Laundering regulations (AML) and Know-Your-Client policies (KYC)..

BitLender does not guarantee or warrant the receipt and/or delivery of goods or services you purchase through the Platform nor does it

guarantee or warrant that any payment remitted by users for goods and/or services will be accepted or that any such remittance will be fully instated.

BitLender is not liable to nor is it responsible in any other way for the quality, accuracy, standard, safety, sufficiency and/or your satisfaction from the services received through the Platform. The sole liability to goods and services received through the platform is on the vendor.

- 2.2.1 Please note that BitLender does not act as a financial service provider or solicitor, nor do we engage in investment solicitation or provide financial brokerage services.
 - 2.2.2 You hereby entirely waive and forfeit any claim, complaint and/or cause of action against BitLender due to any losses, expenses and/or damages, incurred as a result of your use of the platform, and you hereby fully and entirely release BitLender from any liability to any losses, expenses and/or damages, incurred as a result of your use of the platform.
 - 2.2.3 You hereby understand and declare that you are entirely and fully liable to your actions regarding the use of the exchange platform and to any damages, losses and/or expenses which any third party may sustain due to your actions. In addition to, and without derogating from or waiving any other remedy which BitLender is entitled to in accordance with the provisions of these terms and conditions and any applicable law, you expressly undertake to indemnify, compensate and reimburse BitLender for any damages, losses and/or expenses we may sustain as a result of your breach of these terms and condition or as a result of your abuse or negligence in using the exchange platform, including, but not limited to, legal expenses and attorney fees.
- 2.2 **Withdrawals:** BitLender allows you to withdraw the sums charged in your account against a prescribed fee. Our schedule of fees is available and may be easily accessed from the Platform. You hereby acknowledge and understand that you are solely responsible to remit any taxes levied on the amounts withdrawn from your wallet and that BitLender may, in such cases where we are required to by law, deduct the amount of taxes

levied on your withdrawal prior to releasing the funds to you. We may refuse, at any time, to allow a withdrawal due to your breach of these terms and conditions and/or due to violation of the laws of your country of residence, pursuant to our sole discretion. In such case where we will deny a withdrawal, we will notify you and request that you immediately contact us at info@bitlender.co.il for further information and clarifications.

2.3 **Loans:** we enable you to engage with other users in Micro Loans for sums of money not exceeding your country of residencies' AML and KYC regulations. Please remember that BitLender does not provide any financially-related advice, including tax advice and does not serve as a custodian on the funds available in your account. We make no warrant or guarantee to Loans you have made and/or received, there is no warrant or guarantee to the solvency of our users and we are not to be held accountable for our user's undertakings, representations and/or conduct. You hereby expressly release us from any liability and/or responsibility to any loss, damage or expenses which you may incur as a result of using our Micro Loan services. In addition to and without derogating from or waiving any other remedy which BitLender is entitled to in accordance with the provisions of these terms and conditions and any law, you expressly undertake to indemnify, compensate and reimburse BitLender for any damages, losses and/or expenses we may sustain as a result of your breach of these terms and condition and/or violation of any law while using the micro loan service.

2.4 **Allowance Account:** By accessing the Platform, our users may open and manage an Allowance Account for their adolescent children, which will serve as a sub-account to your primary account ("**the Allowance Account**" and "**the Primary Account**" respectively). Only the parent, as the primary user, may register the Allowance Account, as a sub- account. The Allowance Account enables you to safely transfer sums of money from the Primary Account to the Allowance Account, and monitor the expenses and payments made through the Allowance Account. The Allowance Account will enable your children to spend their allowances only at pre-determined businesses which were authorized by BitLender to accept payments from our platform. Only the Primary Account's owner is privileged to manage the Allowance Account, the registered user of the Allowance Account may not charge or withdraw sums from the Allowance Account. In addition, other services such as the Exchange Platform and Micro Loans, are also unavailable through the Allowance Account.

2.5.1 As the Primary Account's owner you represent, warrant, and undertake that:

- All required registration information you submit is truthful and accurate and that you are the parent or legal guardian of the person registered under the Allowance Account;
- You will maintain the accuracy of such information and immediately inform us in any change regarding the registration information;
- You are on or above legal age of majority in your jurisdiction to create binding legal obligations;
- You are fully responsible and liable for any action of any person that uses the Allowance Account and;
- Any sub-account registered under your name may be deleted without warning if we believe that you are not eligible or are in breach of these terms and conditions.

2.5 **Transaction History:** We may allow you to view your transaction history and other information regarding your use of our services.

3. **License:** we hereby grant you a limited, non-exclusive, non-assignable, non-transferrable, revocable, temporary, personal license to use the Platform on your own device and solely for its intended legal uses. Apart where specifically licensed, you are prohibited from using, distributing, publishing, making derivative works, changing, reverse engineering, decompiling or otherwise manipulating the Platform.
4. **Acceptable Use Policy:** We provide the Platform for your bona fide use. You may use the Platform for your own personal (or corporate) use. You shall not resell the Platform, allow third parties to access the Platform and/or information obtained through the Platform or make excessive calls and/or uses of the API and/or the Platform which contradict public policy, violate the laws of your country of residency and/or breach the provisions of these terms and conditions.
5. **Non Refund:** Since BitLender is a digital wallet, the responsibility for the products and/or services you purchase through the Platform is entirely on the vendor of your choice. We act as an intermediate between you and the vendor and therefor, any complaints and/or claims regarding the goods or services you acquired should be directed at the vendor of your choice. **In Addition, BitLender**

will not grant refunds and/or compensations and/or indemnification for goods and services purchased through the platform. In any event where you believe that you are entitled to a refund and/or compensation due to goods and services purchased through the Platform, such requests should be directed at the vendor which sold and/or provided you with the goods and services. Under no circumstance will BitLender be liable and/or responsible to any loss, damage (direct or indirect) and/or expenses incurred by you as a result of goods and services purchased through the Platform.

6. **Disclaimer of Warranties and Limitation of Liability:** We do not warrant for the Platform's quality and it is provided on an “as-is” and “as-available” basis. Your use of the Platform is at your own risk and under your own responsibility. We make no warranty and/or guarantee that: (i) the Platform will meet your requirements; (ii) the use of the Platform will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Platform will be accurate, reliable or fully updated; (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Platform will meet your expectations; or (v) any errors in the Platform will be corrected. In addition, you hereby acknowledge that the Platform is in early beta stage and that it is currently still under development. You acknowledge that the service may be flawed and that some errors may occur.

6.1 You agree that from time to time we may remove the Services for indefinite periods of time or cancel the services at any time, without prior notice to you. You expressly agree that your use of, or inability to use, the Services is at your sole risk. The services and all products and services provided to you through the Platform are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

6.2 In no event shall BitLender, our subsidiaries, directors, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation to lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the services or any products or services procured using the Platform, or for any other claim related in any way to your use of the Services or our Platform, including, but not limited to, any errors or omissions in any content, or any loss or

damage of any kind incurred as a result of the use of the services or any content (or product) posted, transmitted, or otherwise made available via the Platform, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

7. **Prohibited Use:** In addition to other prohibitions in these Terms and Conditions, you are prohibited from using the Platform: (i) for any unlawful purpose; (ii) to solicit others to perform or participate in any unlawful acts; (iii) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (iv) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (v) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (vi) to submit false or misleading information; (vii) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (viii) to collect or track the personal information of others; (ix) to spam, phish, pharm, pretext, spider, crawl, or scrape; (x) for any obscene or immoral purpose; or (xi) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.
8. **Amendment of These Terms and Conditions:** Any new features or tools which are added to the Platform shall also be subject to these Terms and conditions. You may review the most current version of these Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions, the Platform and/or the Services, by posting updates and/or changes to the Site and/or Application. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Platform following the posting of any changes constitutes acceptance of those changes.
9. **Third-Party Links:** Certain content, products and services available via our Services may include materials from third-parties. Third-party links on the Platform may direct you to third-party websites and/or applications that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions

made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

10. **Terminating User Accounts:** We shall have the right to terminate your use of the Platform at any time by giving you a notice in advance. Additionally, we may terminate your use of the Platform at any time and with no prior written notice in any case where you breached these Terms and Conditions and such breach may cause us damages, loss of income or revenue and/or expenses. You may terminate your account at any time, pursuant to these terms and conditions.
11. **Terminating The Platform:** We may terminate the Platform at any time, by providing a written notice in advance. In such case, We will take all the necessary efforts to allow you to transfer your accounts to a different platform and/or to entirely withdraw the sums deposited in your account, in accordance with the provisions herein and pursuant to any applicable law.
12. **Independent Contractors:** The parties enter into these terms as independent contractors. Nothing in these terms shall create any employee-employer relationship, partnership, joint venture, equity holdings or any other legal construction.
13. **Severability:** If any provision of these Terms and Conditions shall be held unenforceable by any competent legal authority, such determination from any competent legal authority shall not affect the rest of the provisions of these terms and conditions and you and us will be continued to be bound by them.
14. **Governing Law, Jurisdiction, No Class Action:** These Terms and Conditions shall be solely governed by the laws of the state of Israel and any dispute arising from them shall be brought only before the competent court of the Tel-Aviv district and to no other court or judicial authority, whatsoever. You hereby warrant and undertake not to initiate any class action lawsuit against us, any merchant or user of the services, for any cause and to solely seek your own damages.
15. **Proprietary rights:** The trademarks, logos and service marks ("**the Marks**"), the works of art and the computer programs, applications, API's UX and UI (**the copyrighted works**) displayed on the Platform and the Services are our property or the property of other third parties. You are not permitted to use these Marks and/or copyrighted works without our prior written consent or the consent of such third party.

16. **Assignment:** These Terms and Conditions and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by us without restriction or notification, in accordance with our sole discretion.