
Website terms and conditions of use

1. General

This page (together with our *Disclaimer*, *Privacy Policy* and *Cookies Policy*) tells you information about us and the legal terms and conditions (“**Terms**”) applicable to the services we offer (the “**Services**”) as listed on our website (“**Our Website**”).

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

2. Applicability of the Terms

Please read these Terms carefully before you use our Website. These Terms tell you who we are and stipulate the Terms applicable to the use of our Website.

We may update, revise, delete and/or modify information on our Website without notice.

Every time you wish to use our Website, please check these Terms in order to ensure you understand the Terms that apply at that time.

Information should only be considered current as of the time of initial publication on our Website or as otherwise stated on our Website without regard to the date on which you may access the information. These Terms are only in the English language.

By using our Website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these terms, you must not use our Website.

3. Information about us

Our Website is used, owned and operated by DeCenter Limited (“**We**”, “**Company**”). We are a limited liability company registered in Cyprus under company number HE 377103 and have our registered office at Arch. Makariou III 67 & Orfeos 2B, 1st Floor, Office 104, p.c. 1070 Nicosia Cyprus.

To contact us, please email contact@bip.dev.

4. Conversion Service

On Our Website we allow users to purchase or sell BIP digital currency in exchange for Bitcoin or any other supported digital currency (“**Conversion Service**”). The Conversion Service is provided to you exclusively by DeCenter Limited.

Through Conversion Service, we will display to you a conversion rate that may include a fee, which you agree to pay. The Conversion Service works in connection with digital currency wallet, by which we will deliver you the requested digital currency, less any applicable fees, by executing a transaction from a digital currency address we control to one associated with your digital currency wallet. We may adjust our conversion fees at any time. We will not process a transaction if the conversion fee and any other associated fees would, together, exceed the value of your transaction.

We will not recover digital currencies sent to the wrong address. We will not recover digital currencies we do not support. We do not accept crosschain deposits (a deposit of one digital currency to a different digital currency address) and such deposits will not be recovered.

We may, at our sole discretion and from time-to-time, require you to satisfy our Compliance Program before participating in the Conversion Service. In order to use the Conversion Service, you agree to cooperate with any such request and pay any associated fees, which may be modified or supplemented at any time.

You may not cancel, reverse or change any Conversion Service transaction. We may suspend, delay, redirect, reverse or cancel any Conversion Service transaction at any time if we suspect any risk of fraud, crime, breach of this Terms, or illicit activity and will not be liable for any resulting loss.

We may implement Conversion Service transaction limits. These may vary based on a variety of factors, including without limitation the time of your transaction, your location, the digital currency purchased, and the digital currency sold. We implement, raise and lower Conversion Service transaction limits in our sole discretion.

On occasion, We may use a third party service provider, selected in our sole discretion, to facilitate the Conversion Service. In the event that we elect to use a third party in connection with your use of the Conversion Service, it shall be on an 'as-is' basis. We are not your counterparty in any transaction completed via any third party service and cannot be held liable for any loss caused in whole or in part, directly or indirectly, by such third party.

You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all Tax to the competent tax authorities in the jurisdiction(s) in which you may be liable to pay tax. We shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any Tax (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your purchase or sale of BIP, Bitcoin or any other digital currencies through Conversion Service and/or in connection with these Terms.

5. Restricted Access

Our Website and the Services are not directed to any person or corporate entity who is a resident of any jurisdiction where the use of our Website would be contrary to the applicable law of that jurisdiction. We do not represent that content available on or through our Website is appropriate for use or available in other locations.

6. We may suspend or withdraw our Website

Our Website is made available free of charge.

We do not guarantee that our Website, or any content displayed or published on it, will always be available and/or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and/or operational reasons.

You are solely responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and all other applicable terms and conditions that apply to the Website, and that such persons comply with the same.

7. How you may use material on our Website

We are the owner of all intellectual property rights (including patents, utility models, rights to inventions, copyright and related rights, trade-marks and service marks, trade names, utility software, applications, domains, source code (including source code materials, database rights, goodwill and the right to sue for passing off or unfair competition, rights in designs, renewals/extensions/modifications thereof and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world) on or in connection with our Website and/or in the material published and/or displayed on it. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our Website.

You have no right to modify copy, adapt, reverse engineer, decompile, disassemble, adapt any hard or digital copies of any materials you have printed off and/or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Website in breach of these terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8. Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Website; or
- use of or reliance on any content displayed on our Website.

In particular, we will not be liable for:

- loss of profits, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage, arising from or in connection with your use of our Website.

9. Rules about linking to our Website

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

We reserve the right to withdraw linking permission without notice.

10. Indemnity

To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless and reimburse the Company from and against any and all claims, actions, proceedings, claims, damages, demands, actions, losses, costs and expenses (including without limitation legal or other professional associated costs), incurred by the Company arising from or in connection with: i. your purchase or use of BIP or any other digital currency, ii. your responsibilities or obligations under these Terms; iii. your breach of these Terms; your breach of any rights of any other person or entity.

12. Applicable law

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by Cyprus law. You and we both agree that the courts of Cyprus will have exclusive jurisdiction.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Cyprus law. We both agree to the exclusive jurisdiction of the courts of Cyprus.