
MOBILE APPLICATION END USER LICENSE AGREEMENT TERMS & CONDITIONS

LAST UPDATED JULY 2023

1. GENERAL

These terms and conditions govern your use of the mobile application for Android or iOS, any Updates (as defined below), and all related documentation (collectively, the “**Application**”) made available by Bittrex Global (Bermuda) Ltd., Bittrex Global GmbH, or any of their affiliates, as applicable (“**Bittrex Global**”, “**we**”, “**us**” and their derivatives).

These terms and conditions constitute a formal, contractual addendum to the relevant Bittrex Global Terms of Service (as amended from time to time) which have been accepted by you in connection with your use of Bittrex Global’s services (the “**Terms of Service**”). The Terms of Service, including these terms and conditions, apply to any access to, or use of, any services provided by Bittrex Global, including the Application.

By downloading, installing or using the Application (or any part of it), you agree to be bound by these terms and conditions and acknowledge that they constitute a binding contract. Bittrex Global may modify these terms and conditions from time to time, and such modifications shall be effective immediately upon posting of the modified terms and conditions. By downloading, installing or using (or continuing to use) the Application (or any part of it), following such amendment, you agree to be bound by such amendments.

Capitalised terms that are used but not defined in this Addendum have the meanings given in the Terms of Service. Any reference to the “Services” in the Terms of Service shall be deemed to include the use of the Application (or any part of it). In the event of any conflict between the Terms of Service and these terms and conditions, these terms and conditions will apply.

The Application is licensed, not sold, to you by Bittrex Global, as further described below.

2. PRIVACY POLICY

Our policies concerning the collection, use, disclosure and processing of your personal information collected in connection with your use of the Application (if any) are described in the [Bittrex Global Privacy Policy \(“Privacy Policy”\)](#).

3. LICENSE GRANT

3.1 Bittrex Global grants you a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license during the term of this Agreement to:

- (a) download and install one instance of and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you (“**Mobile Device**”) strictly in accordance with the Application’s documentation, this Agreement, and the Terms of Service; and
- (b) access, stream, download, and use on such Mobile Device the Content and Services (as those terms are defined below) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Service.

4. RESERVATION OF RIGHTS

You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Bittrex Global reserves and shall retain its entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement. You and Bittrex Global each agree that the Application constitutes Bittrex Global Materials and is intended to fall within the scope of Services for the purposes of the Terms of Service, so the restrictions and limitations on, and other provisions that govern your use of, the Bittrex Global Materials and Services that are included in the Terms of Services also apply to your use of the Application.

5. CONTENT AND SERVICES

The Application may provide you with access to Bittrex Global’s website (the “**Site**”) and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on the Site (collectively, “**Content and Services**”). Your use of the Site and Content and Services is governed by the Terms of Service.

6. UPDATES

Bittrex Global may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Bittrex Global has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either: (a) the Application will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates.

You agree to promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement and the Terms of Service.

7. TERM AND TERMINATION

Subject to Section 13 of the Terms of Services, the term of this Agreement commences when you download the Application and will continue in effect until terminated by you or Bittrex Global as follows:

- (a) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device; and
- (b) Bittrex Global may terminate this Agreement at any time.

Upon termination, all rights granted to you under this Agreement will also terminate; and you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account. Termination will not limit any of Bittrex Global’s rights or remedies at law or in equity.

8. INDEMNIFICATION

In addition to your indemnity obligations under the Terms of Service, you agree to defend, indemnify, and hold harmless the Indemnified Parties (as defined in the Terms of Service) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation

reasonable attorneys' fees, arising out or relating to your breach of this Agreement or, for the avoidance of doubt, your use of the Application.

9. APPLE STORE TERMS

The following terms of this Section 10 are required by Apple (defined below) for using the iOS version of the Application:

- (a) You and Bittrex Global each acknowledge that this Agreement is concluded between you and Bittrex Global only, and not with Apple Inc., nor any subsidiary or affiliate company of Apple Inc. (collectively, "Apple"). You also acknowledge that Bittrex Global is solely responsible for the Application and the content therein.
- (b) You acknowledge that you have had the opportunity to review Apple's App Store Terms of Service (<https://www.apple.com/legal/internet-services/itunes/us/terms.html>) ("Apple Terms"). In the event of conflict between this Agreement and the Apple Terms, the Apple Terms shall control.
- (c) The license granted to you for the Application is a non-transferable license to use the Application on any Apple-branded products that you own or control and as permitted by the Usage Rules defined and set forth in the Apple Terms, except that such Application may be accessed and used by other accounts associated with the purchaser via family sharing or volume purchasing.
- (d) Subject to the terms of Section 7 of this Agreement, Bittrex Global is solely responsible for providing any maintenance and support services with respect to the Application or as required under applicable law. You and Bittrex Global each acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
- (e) Bittrex Global is solely responsible for any product warranties, whether express or implied by law, to the extent not disclaimed by the Terms of Service. In the event of any failure of the Application to conform to any applicable warranty not disclaimed by the Terms of Service, you may notify Apple, and Apple will refund the purchase price for the Application

to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Bittrex Global's sole responsibility.

- (f) You and Bittrex Global each acknowledge that Bittrex Global, not Apple, is responsible for addressing any of your claims or claims of a third party relating to the Application or your possession and/or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. This Agreement does not limit Bittrex Global's liability to you beyond what is permitted by applicable law.
- (g) You and Bittrex Global each acknowledge that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Bittrex Global, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim subject to your indemnification obligations under Section 9 of this Agreement.
- (h) You must represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- (i) Should you have any questions, complaints, or claims with respect to the Application, please direct those to Bittrex Global at support@bittrexglobal.zendesk.com.

You must comply with applicable third-party terms of agreement when using the Application (e.g., your agreement with your wireless carrier).

You and Bittrex Global each acknowledge and agree that Apple is a third party beneficiary of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have

accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

10. MORE INFORMATION

If you need additional information, please contact us at [Bittrex Global Support](#).