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## **CREDITS BETA PROGRAMME TERMS AND CONDITIONS**

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**LAST UPDATED JULY 2023**

## 1. GENERAL

These terms and conditions govern your participation in the Bittrex Global Credits Beta Programme (“**Credits Beta Programme**”) 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 your participation in the Credits Beta Programme.

By participating in the Credits Beta Programme (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 continuing to participate in the Credits Beta Programme (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 these terms and conditions 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 Credit Beta Programme. In the event of any conflict between the Terms of Service and these terms and conditions, these terms and conditions will apply.

## 2. PRIVACY POLICY

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

## 3. CREDITS BETA PROGRAMME

As part of your participation in the Credits Beta Programme, in the early-access state in which it is made available to you, you may accumulate credits (“**Credits**”) based on your transaction activity with Bittrex Global. A more full description of the Programme can be found at <https://www.bittrexglobal.com/individuals/bittrex-global-credits/>. A final,

non-beta version of the Programme may or may not be implemented in the future, and the Programme may be terminated, suspended, modified, or replaced by Bittrex Global, in its sole discretion, at any time hereafter without notice to you. Any Credits you have accumulated as of the date of termination of the Programme may be forfeited and may not be usable in connection with any of the Services or on any Bittrex Global platform in any form. During the period in which you are participating in the Programme, we grant you a revocable, personal, non-assignable, nonexclusive, non-transferable, limited license to use any software necessary to participate in the Programme and any other documents, information, materials, or communications relating to the Programme that we may provide you in connection therewith (collectively, the “**Programme Materials**”) solely for the purposes of participating in the Programme and providing feedback to us about your experience with the Credits. Use of the Programme Materials in any manner not expressly permitted under these terms and conditions is strictly prohibited. If we suspend and/or terminate your right to use the Programme Materials and/or participate in the Programme, the license to use the Programme Materials described in this paragraph will also terminate, and you will have no further right to use them.

#### 4. **VALUE OF CREDITS**

The Credits have no monetary value whatsoever and cannot be used to purchase cryptocurrency. Credits can be used, subject to relevant terms and conditions, only to reduce transaction fees charged by Bittrex Global during your participation in the Programme. The exchange rate of Credits to transaction fees shall be determined by Bittrex Global in its sole discretion and may be changed by Bittrex Global at any time without notice to you. Any Credits accumulated during your participation in the Programme shall not be usable outside the Programme or and may not be transferable to the final, non-beta version of the Programme.

#### 5. **CONFIDENTIALITY**

As a participant in the Programme, you may be exposed to early, pre-release materials and information about Bittrex Global or the final version of the Credits Beta Programme, which is currently unreleased. You may be asked to provide Bittrex Global with feedback based on your user experience. For the purposes of these terms and conditions, “**Confidential Information**” means any non-public information concerning the Programme or the Programme Materials, or about Bittrex Global, or its products

and services. For clarity, Confidential Information includes, without limitation, the following:

- a) all Programme Materials;
- b) any information concerning the Programme or the Programme Materials that Bittrex Global or its employees or other Programme participants disclose to you or you disclose to Bittrex Global, including feedback that you provide to Bittrex Global about the Programme; and
- c) any non-public information about Bittrex Global's products, services, and/or business operations.

You may not share, copy, disclose, distribute, stream, publish, transmit, post or otherwise make available, directly or indirectly, Confidential Information or any portion thereof to any third party or otherwise use any Confidential Information except in connection with the Programme. For example, you may not use Confidential Information to develop a competitive product or reach out to our staff with advertising materials. You acknowledge and agree that disclosure of Confidential Information will cause significant and irreparable harm to us, the extent of which may be difficult to ascertain. Accordingly, we are entitled to injunctive relief as well as all other legal remedies that may be available if you breach the terms of the Terms of Service or these terms and conditions.

## **6. DENIAL/SUSPENSION; MONITORING; CHANGES**

Although we are not obligated to monitor your participation in the Programme or your access to or use of the Programme Materials, we have the right to do so for any reason or no reason, including to operate and update the Programme Materials, to ensure compliance with these terms and conditions, to comply with applicable law or other legal requirements, or otherwise in furtherance of any lawful business purpose.

We reserve the right, but are not obligated, to remove, disable or suspend your participation in the Programme or your access to or use of any Programme Materials at any time and without notice and for any reason or no reason, including, but not limited to, if we, in our sole discretion, determine that any of the following applies: (a) you violate or are suspected of violating these terms and conditions (which would also deny access to future Bittrex Global beta programmes); or (b) you are sharing/streaming or have shared/streamed content concerning the Programme

and/or the Programme Materials without our express written authorisation or are suspected of doing so.

We reserve the right to withdraw or change the Programme Materials and/or the Programme in our sole discretion and without notice. We will not be liable if for any reason all or any part of the Programme Materials and/or the Programme is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Programme Materials and/or the Programme. It is your sole responsibility to make all arrangements necessary for you to have access to the Programme Materials.