

Terms Of Use

1. Acceptance of Terms of Use

The Superbbit.com website, its derivative or related pages and its mobile site or mobile application (together, the "Site") are owned and operated by SUPERB PAYMENTS UAB. By using the Site and the services available to you through the Site (the "Services"), you agree to be bound by all terms and conditions contained in these Terms of Use (the "TOU") with respect to your use of the Site AML and the Services. Please read the TOU carefully before accessing the site.

If you do not agree with the terms and conditions of the TOU at any time, please do not access the Site and discontinue your use of the Services.

We reserve the right to update or revise the TOU at our discretion and without notice. You are responsible for checking the TOU periodically for changes. If you continue to use the Site following the posting of any changes to the TOU, you agree to be bound by these changes.

The material that appears on the Site is for informational purposes only. Despite our efforts to provide useful and accurate information, errors may appear from time to time. We are not responsible, nor do we make any warranty or endorsement regarding any third-party products or services listed on this website.

2. Privacy Policy

Registration data and certain other information about you are subject to our Privacy Policy. For more information, see our full privacy policy.

3. Authority

Minors under the age of eighteen are not eligible to access the Site. You are fully responsible for your child's online conduct and the consequences of any misuse of the Site by your child.

If you access the Site on behalf of a corporation or other business entity, you hereby confirm that you are entering into the TOU on behalf of such corporation or other business entity, you represent and warrant that you have the legal authority to bind such corporation or other business entity to the terms and conditions contained in this Agreement, in which case the terms "you" or "your" shall refer to such corporation or other business entity. You further agree to be bound by the terms of this TOU for transactions entered into by you on the Site, anyone acting as your agent and anyone who uses your Account or the Services, whether or not authorized by you.

SUPERB PAYMENTS UAB shall be entitled to act on any instructions which it believes, in good faith, to be initiated by you without any obligation to verify such instructions. You are responsible for: (i) safeguarding your user identification ("User ID") and password(s) ("Password") to your Account; and (ii) all activity relating to your Account.

4. Viruses

The downloading of content is done at your own risk. We cannot and do not guarantee or warrant that the Site or the content on the Site are compatible with your computer systems or that the Site or the content will be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system and you are responsible for the entire cost of any service, repairs, or connections of and to your computer system which may be necessary as a result of your use of the Site.

5. User Account

All fiat currency ("Funds") and Crypto Assets held by SUPERB PAYMENTS UAB on your behalf will be allocated to you in the records of SUPERB PAYMENTS UAB (your "Account"). Your Account may be separately denominated any form of Crypto Assets that are available on the SUPERB PAYMENTS UAB Platform.

You will receive your unique Account designation, along with its associated User ID and Password, upon registration. You are responsible for safeguarding and maintaining the confidentiality of your User ID and Password as you are fully responsible for all activities that occur relating to your Account.

You agree to immediately notify us of any unauthorized use of your Account or any other breach of security and to ensure that you exit from your Account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

You authorize SUPERB PAYMENTS UAB to facilitate the process of purchasing, storing, and selling Crypto Assets on your behalf. We are authorized to open or close your Account, cancel, or correct any order for the purchase, sale or transmission of any Crypto Assets on the SUPERB PAYMENTS UAB platform, and to take such other steps as are reasonably required to carry out your instructions, enforce these TOU or comply with applicable law.

SUPERB PAYMENTS UAB may in its absolute discretion and without any obligation to do so, hold Funds and Crypto Assets allocated to your Account separately from other Funds and Crypto Assets that are not allocated to your Account. In the alternative, SUPERB PAYMENTS UAB may in its absolute discretion, hold Funds and Crypto Assets allocated to your Account in one or more mixed accounts maintained by SUPERB PAYMENTS UAB at its financial and Crypto Asset counterparties. SUPERB PAYMENTS UAB does not represent or warrant that any Funds or Crypto Assets allocated to your Account will be separately held on your behalf in any identifiable manner. SUPERB PAYMENTS UAB is not a trustee and SUPERB PAYMENTS UAB hereby disclaims any representation or warranty that SUPERB PAYMENTS UAB acts as a trustee on your behalf in respect of Funds, Crypto Assets or any other assets, whether electronic or otherwise, of any kind.

SUPERB PAYMENTS UAB shall is hereby granted a general lien on all Funds and Crypto Assets allocated to your Account (the "Lien"). SUPERB PAYMENTS UAB may, at its absolute discretion and at any time and from time to time, apply any and all Funds and Crypto Assets allocated to your Account, the selection of which being in SUPERB PAYMENTS UAB's absolute discretion, to setoff or otherwise satisfy any amounts that you may owe to SUPERB PAYMENTS UAB.

In respect of your Account, you may use the Services to place an order to buy, sell or transfer a Crypto Asset or transfer Funds (each, an "Order"). Subject to these TOU, you may not place an Order unless you have sufficient Funds or Crypto Assets allocated to your Account to satisfy

payment for the Order. If you place an Order with insufficient Funds or Crypto Assets allocated to your Account, we may cancel the entire Order or fill only a partial amount of such Order. SUPERB PAYMENTS UAB may, in its absolute discretion, execute an order notwithstanding that you have insufficient Funds or Crypto Assets allocated to your Account to satisfy payment for such Order and in such case, SUPERB PAYMENTS UAB shall be entitled, in its absolute discretion, to: (i) repossess and foreclose upon any Crypto Assets that were purchased by such Order, regardless of any increase in their value; (ii) liquidate all or any other Crypto Assets allocated to your Account, the selection of which being in SUPERB PAYMENTS UAB's absolute discretion, in order to satisfy the payment for such Order; (iii) deduct any amounts from the Funds allocated to your account to satisfy any deficiency for any Order; and/or (iv) consider any deficiency in payment for such Order to be an extension of credit to you by SUPERB PAYMENTS UAB and your Account shall be subject to the Lien in respect of the repayment of such credit.

You agree to examine, from time to time, all entries and the balance recorded in respect of your Account and undertake to forthwith notify SUPERB PAYMENTS UAB in writing of any errors or omissions in respect of the Funds or Crypto Assets allocated to your Account or any other errors or omissions relating to your Account. If any Funds or Crypto Assets are erroneously allocated to your Account, even if such error is the fault of SUPERB PAYMENTS UAB, you shall be responsible for immediately returning such Funds or Crypto Currency to SUPERB PAYMENTS UAB. Until such Funds or Crypto Currency are returned by you to SUPERB PAYMENTS UAB, such Funds or Crypto Currency shall be treated as an extension of credit to you by SUPERB PAYMENTS UAB and your Account shall be subject to the Lien in respect of the repayment of such credit.

SUPERB PAYMENTS UAB shall be entitled to claim against you for any and all amounts owing by you to SUPERB PAYMENTS UAB, including but not limited to the extension of credit by SUPERB PAYMENTS UAB to you. SUPERB PAYMENTS UAB shall not be limited by the Funds or Crypto Assets allocated to your Account in respect of its rights to recover against you and SUPERB PAYMENTS UAB shall be entitled to all remedies available to it at law or in equity in respect thereof.

6. No Suitability Determination

You acknowledge and agree that, while providing the Services to you, neither SUPERB PAYMENTS UAB nor its representatives provide any advice or recommendations regarding the purchase or sale of any Crypto asset available on the Site (each, a "Crypto Asset"). You are responsible for your investment decisions and transactions and the profits or losses resulting therefrom. It is your responsibility to report any taxable gains, losses or other tax reporting in respect of your use of the Services.

SUPERB PAYMENTS UAB is not an advisor to you. Information on the Site is not intended to be advice of any kind and your use of the Services does not, and should not, be considered to be a subscription for any advice of any kind. Neither SUPERB PAYMENTS UAB, nor its representatives, provide you with any legal, tax, or accounting advice regarding the profitability of any Crypto Asset. You agree that neither SUPERB PAYMENTS UAB nor its representatives shall have any liability to you, or any other party that you are associated with, for any claim in respect of the foregoing.

However, SUPERB PAYMENTS UAB reserves the right to review any of your trades prior to entry to the exchange or market. You understand that SUPERB PAYMENTS UAB has the right to reject, change or remove any order entered by you or to cancel any trade resulting from an order entered by you. You acknowledge that SUPERB PAYMENTS UAB does not give investment advice or recommendations to you and does not accept any responsibility to advise you on the suitability of any of your investment decisions or transactions. You acknowledge that you are responsible for your investment decisions as well as for any profits or losses that may result.

7. Indemnity

You agree to indemnify and hold us, and our subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of content you submit, your use of the Services, your violation of the TOU, or your violation of any rights of another.

8. Proprietary Rights

You acknowledge and agree that the Site and any necessary software used in connection with the Site ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in, or information presented to you through the Site which are either ours or licensed to us by third parties is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Software, in whole or in part.

9. Third party sites and software

SUPERB PAYMENTS UAB offers links to other third-party websites that may be of interest to our website visitors. The links provided in our website are provided solely for your convenience and may assist you in locating other useful information on the Internet. When you click on these links you will leave SUPERB PAYMENTS UAB's website and will be redirected to another site. These sites are not under the control of SUPERB PAYMENTS UAB.

SUPERB PAYMENTS UAB is not responsible for the content of linked third party websites. We are not an agent for these third parties, nor do we endorse or guarantee their products. We make no representation or warranty regarding the accuracy of the information contained in the linked sites. We suggest that you always verify the information obtained from linked websites before acting upon this information.

Also, please be aware that the security and privacy policies on these sites may be different than SUPERB PAYMENTS UAB's policies, so please read third party privacy and security policies closely.

Some third-party websites that may be of interest include websites that provide you with wallets, programs, platforms, applications, exchanges, or other services (collectively, the "Wallets") that allow you to store Crypto currency which are not under the control of SUPERB PAYMENTS UAB and are unrelated to SUPERB PAYMENTS UAB. You acknowledge and agree that your download and use of the Wallet is at your own risk and that SUPERB PAYMENTS UAB has made no implied or express representations, representations or guarantees and conditions of merchantability of any kind in connection with the Wallets. Any and all damage, destruction or loss of the Wallets or the contents of the Wallet are at your sole risk.

10. Trademark & Copyright Information

SUPERB PAYMENTS UAB and other brand names and logos which are derived of SUPERB PAYMENTS UAB are trademarks of SUPERB PAYMENTS UAB. All other company names, brand names and logos used on the Site are the trademarks of their respective owners. You agree not to display or use in any manner any of the trademarks without express written permission from us or the trademark owner.

11. Disclaimer

Except where prohibited by applicable laws and regulations or any other provision of these TOU, you expressly acknowledge and agree that SUPERB PAYMENTS UAB will otherwise have no liability or responsibility whatsoever, whether pursuant to the laws of contract, tort, any theory of equity or any other theory of law, for any direct, indirect, special, punitive, or consequential damages or loss, however caused, arising out of your accessing the Site or your use of the Services, including, but not limited to: (a) losses resulting from fraudulent or unauthorized transactions; (b) losses related to the installation, use, or maintenance of a personal computer, equipment, or software, or caused by any worms, bugs, viruses, trojan horses, data bombs, defects, time bombs, or other items of a destructive nature which may be transmitted to or using the Site or Services; (c) any third-party claims or losses of any nature, including lost profits, punitive, or consequential damages; (d) losses related to any errors, mistakes, inaccuracies, or omissions in the Services; (e) losses relating in any way to taxes that you owe, including as a result of errors in the reporting thereof; (f) losses relating in any way to a variation in an Order caused or induced by the market price variation of any Crypto Asset for any reason; or (g) losses resulting from scheduled or unscheduled outages or disruptions that delay or prevent Orders or the use of the Services or Site generally.

SUPERB PAYMENTS UAB does not control the trading value of Crypto Assets and by using the Services you agree to keep SUPERB PAYMENTS UAB free of any liabilities or losses, direct, indirect, special or consequential damages, however caused, induced by the market price variation of any asset for any reason.

Although SUPERB PAYMENTS UAB tries to deliver you up to date market data such as quotes, order books, and charts the data is provided 'as is' without any guarantee of being the latest. The data may also have typographical errors, be incomplete and inaccurate. SUPERB PAYMENTS UAB will try to correct those mistakes on a best effort basis but do not necessarily commit to do so.

THE SERVICES AND CRYPTO ASSETS PURCHASED VIA THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SUPERB PAYMENTS UAB CANNOT AND DOES NOT GUARANTEE, AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, COVENANTS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING (1) ANY WARRANTY OF MERCHANTABILITY; (2) FITNESS FOR A PARTICULAR PURPOSE; (3) NON-INFRINGEMENT; (4) THAT THE SERVICES OR ANY CRYPTO ASSETS PURCHASED VIA THE SERVICES, WILL MEET YOUR REQUIREMENTS; (5) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; AND (6) THAT ANY DEFECTS WITH THE SERVICES, IF ANY, WILL BE CORRECTED. YOU UNDERSTAND THAT ANY USE OF, MODIFICATION TO OR RELIANCE ON THE SERVICES, OR ANY CRYPTO ASSETS PURCHASED VIA THE SERVICE, IS AT YOUR OWN DISCRETION AND RISK.

You are solely liable and responsible for any and all claims and demands made by any other person arising out of, in connection with, or relating to your use of the Services, your breach of these TOU, your violation or infringement of the rights of others, or your violation of any applicable laws and regulations. SUPERB PAYMENTS UAB and its representatives disclaim any and all responsibility and liability regarding all such matters. You further agree that you are solely responsible for actions and communications undertaken or transmitted during your usage of the Services, and that you will comply with all applicable laws and regulations in respect of same. We may investigate occurrences which may involve violations of such laws, and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. We always reserve the right to disclose any information (including your Personal Information) regarding your

usage of the Services in each case as may be permitted or required by applicable laws and regulations, including as necessary to satisfy any request authorized by applicable laws and regulations. Certain links on the Services may take you to other websites. We are not responsible for the content of any such linked pages, and we make no representation or warranty regarding, and do not endorse or approve, any linked websites, the information appearing thereon or any of the products or services described. Your use of any such linked website is at your own risk.

No data transmission over the internet can be guaranteed to be 100% secure and as a result, we cannot ensure or warrant the security of any information you transmit to us.

12. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, AND REGARDLESS OF A CLAIM UNDER CONTRACT, TORT OR ANY THEORY OF EQUITY, SHALL SUPERB PAYMENTS UABOR ITS REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE SERVICES; (2) THE USE OR THE INABILITY TO USE ANY CRYPTO ASSET PURCHASED VIA THE SERVICES; (3) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (4) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (5) LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF SUPERB PAYMENTS UABHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAWS AND REGULATIONS.

13. Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 11 and 12 may not apply to you.

14. International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Lithuania or the country in which you reside.

The Services do not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is unauthorized or unlawful.

The Services are intended for use from locations where such Services are legal. Any use by you of the Services from a location where the services are illegal is expressly prohibited.

15. Client Reporting

Communications

SUPERB PAYMENTS UAB does not provide physical reports to you. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Account and your use of the Services. Communications include:

- Account details, history, transaction receipts, confirmations, and any other Account or transaction information.
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.

We will provide these Communications to you by posting them on the SUPERB PAYMENTS UAB website, emailing them to you at the primary email address listed in your profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification. Communications include notices, demands, reports, statements and confirmations. Communications may be sent to you at the address given in your application as a mailing address, or at such other address as you may designate. All communications sent, whether by prepaid mail, e-mail or otherwise, will be considered delivered to you personally, whether you actually receive them or not.

You authorize and direct SUPERB PAYMENTS UAB to accept all transactions, orders and instructions for your Account based on instructions received from you or any other person who has been properly authorized to give instructions in respect of your Account. You will be solely responsible for the accuracy of any instructions and associated communications given. All Transactions, orders and instructions are subject to SUPERB PAYMENTS UAB's prior approval. Transactions, orders and instructions will only be processed or acted upon if your Account is in good standing, and you have sufficient funds to complete the Transaction. SUPERB PAYMENTS UAB may request additional confirmation of any transaction, order, or instruction before executing or acting on same. For our mutual protection, SUPERB PAYMENTS UAB keeps records of all transactions, orders and instructions received from you.

Every report, confirmation and statement or other communication sent by SUPERB PAYMENTS UAB to you will be considered final and will be deemed to have been acknowledged as correct, approved and consented to by you unless you:

- (i) in the case of confirmations, object to the confirmation on the date of notification by telephone or in writing within 10 days of delivery; or
- (ii) in the case of statements, in writing within 45 days of delivery.

Upon receipt from SUPERB PAYMENTS UAB of any statement, you will examine the statement immediately, and notify SUPERB PAYMENTS UAB in writing immediately of any errors or objections to the statement.

If you do not notify SUPERB PAYMENTS UAB of any errors or objections within 45 days from the date appearing on your statement, the information and balances shown in the statement will be

accepted by you as correct. SUPERB PAYMENTS UAB will be released from all claims by you in connection with the statement or any action taken or not taken by SUPERB PAYMENTS UAB regarding your Account.

If you notify SUPERB PAYMENTS UAB outside the 45-day period of:

- (a) errors or discrepancies in any statement; or
- (b) any action taken or not taken by SUPERB PAYMENTS UAB regarding your Account, and SUPERB PAYMENTS UAB undertakes an investigation of your claim, we may charge an investigation fee designated by SUPERB PAYMENTS UAB from time to time plus related expenses.

Consent to Electronic Delivery of Documents

You confirm that you have the technical resources (computer, mobile device, software and any other equipment) needed to receive and read materials sent by SUPERB PAYMENTS UAB to the e-mail address indicated in the application form or posted on the mobile application.

You acknowledge that it is your sole responsibility to inform SUPERB PAYMENTS UAB of any changes with respect to the e-mail address where the materials are sent by SUPERB PAYMENTS UAB and to maintain up-to-date login details to the mobile application.

We do not guarantee the confidentiality of any communications made by you through your Account. We do not guarantee the security of any data you transmit over the Internet or public networks in connection with your use of the Services.

You acknowledge that you are solely liable and that SUPERB PAYMENTS UAB can in no way be held liable for any equipment failure, disruption of any electronic delivery, computer virus, disruption of internet service or any other means of electronic delivery, or any damages, loss, or expenses that you or a third party may sustain or incur following instructions given by you to deliver the materials by electronic means.

Third-Party Service Providers

We have engaged a third-party supplier to provide your identity verification for us. To verify your identity your personal information will be matched with the information contained in your Credit File Report and other third-party sources through what is known as a soft inquiry. Unlike hard inquiries, soft inquiries do not affect your credit score. You also consent to your personal information being compared to records maintained by third parties, including telecom and other service providers, and you consent to having those third parties provide personal information to us and our third-party suppliers for the purpose of identity verification.

By using the Site and submitting your identification information on the Site, you confirm your consent to us collecting, using, disclosing, and storing your personal information for the purpose of your identity verification.

16. Right of Termination

We may at any time and from time to time, without notice or liability, alter, amend, restrict, modify, or terminate the Services or any function or portion of the Services, all in our absolute discretion. There is no guarantee that the Services or any portion or function thereof will be available for your use at any particular time or that they will continue to operate for any period of time, including but

not limited to circumstances resulting from the removal, addition, modification, or change of or in the availability of the Services, or any restriction in access thereto, or any imposition of limits on any or all features of, or links to, the Services. We reserve the right, in our absolute discretion, to correct any errors or omissions in any portion of the Services at any time and without notice. This may include, but is not limited to the following: (i) suspending your Account and access to the Services or any part of the Services; (ii) reversing any transaction at any time, including after a transaction has been completed; (iii) rejecting an Order; and/or (iv) such other reasonable measure as we may determine in our absolute discretion in order to enforce these TOU.

We reserve the right to terminate these TOU with you at any time in our absolute discretion. Following such termination and subject to applicable law, we will provide you with an appropriate amount of time to transfer the Funds and Crypto Assets allocated to your Account to another service provider.

SUPERB PAYMENTS UAB SEEKS TO COMPLY WITH ALL APPLICABLE LAWS. THEREFORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TOU, WE MAY SUSPEND OR DELAY YOUR ACCESS TO THE SERVICES INCLUDING YOUR ABILITY TO TRANSFER THE FUNDS AND CRYPTO ASSETS ALLOCATED TO YOUR ACCOUNT TO ANOTHER SERVICE PROVIDER AND SUPERB PAYMENTS UAB MAY TAKE ANY OTHER ACTION REASONABLY REQUIRED OR ASKED OF US BY APPROPRIATE LAW ENFORCEMENT OFFICIALS IN ORDER TO COMPLY WITH APPLICABLE LAWS OR LAWFUL INVESTIGATIONS BY LAW ENFORCEMENT OFFICIALS.

17. General Information

The TOU constitute the entire agreement between you and us and govern your use of the Site, superseding any prior agreements between you and us. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or thirdparty software.

The Site is not to be construed as any form of recommendation, promotion, endorsement, or an offer to sell any product or service, by or to enter any transaction with us.

This TOU shall be governed by, construed, and enforced in accordance with the laws of Lithuania. You agree to submit to the personal and exclusive jurisdiction of the courts located within Lithuania. Our failure to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU shall remain in full force and effect.

Except as otherwise stated in our Client Complaints and Dispute Resolutions policy, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use shall be resolved by binding arbitration held in Lithuania and before a single arbitrator, who is independent of the parties, legally trained and experienced in the field of information technology.

18. Systems Disclaimer

Account access, and system response may be adversely affected. Interruptions, errors, or other insufficiencies in service may befall through factors which are external to the control of SUPERB PAYMENTS UAB, including: (i) internet service interruptions, (ii) a system downtime in services of a third-party vendor, (iii) market volatility.

19. Conflict of Interest

Actual, potential, and perceived conflicts of interest exist in almost all human interactions. Our relationship with you is no different. We understand our responsibility to identify material conflicts of interest which would be expected to arise between SUPERB PAYMENTS UAB (including each individual, acting on their behalf) and our clients.

We are susceptible to conflicts of interest since we may regularly represent both sides to a transaction, namely, the buyer and the seller.

The general types of conflicts of interest which can arise are:

- Conflicts of interest between you and us,
- Conflicts of interest between you and our other clients, and
- Conflicts of interest between us and our related and associated companies.

As a Crypto Assets broker, we are a Crypto Assets intermediary – we are the party on the other side of the transaction (referred to as a “principal” trade) where we own the Crypto Assets, we sell to you or buy from you.

Management of Conflicts of Interest

In general, we deal with and manage relevant conflicts as follows:

Avoidance: This includes avoiding conflicts that are prohibited by law as well as conflicts that cannot effectively be addressed.

Control: We manage acceptable conflicts through means such as physically separating different business functions and restricting the internal exchange of information.

Disclosure: By providing you with information about conflicts, you are able to assess independently their significance when evaluating our recommendations and any actions we take.

Our goal is to address conflicts in a fair, equitable and transparent manner, consistent with the best interest of our users. We will try to avoid conflict where possible, and in all other cases either disclose the conflict, or manage it through internal controls and review processes. Conflicts deemed too significant to be addressed through controls or disclosures must be avoided. Disclosures will be made in a timely, meaningful and prominent manner.

Possible conflicts and how they are managed

The following information is intended to assist you in understanding and assessing material potential and actual conflicts of interest, including how we address them.

Conflict of Interest - We earn compensation by selling products and services to you for which you pay us.

Address by - Disclosure, Control.

How we address the conflict - We endeavor to be fully transparent on fees we charge. The latest information about our fees can be found on our website www.superbbit.com. We have a duty to act fairly and honestly in all dealings with you and the marketplace in general, and to correct any errors that we may make.

Conflict of Interest - Different products and services have differing levels of compensation.

Address by - Disclosure, Control.

How we address the conflict - Our fees are disclosed to you and we offer pricing alternatives intended to reduce the conflicts associated with fee-based pricing. The latest information about our fees can be found on our website www.superbbit.com.

Conflict of Interest - We would like you to use more of our services and buy more of our products as shown in our marketing.

Address by - Avoidance, Control.

How we address the conflict - We cannot and do not provide recommendations or advice solely for the purpose of generating revenue for us without any benefit to you. We have implemented policies and procedures to require the review and approval of marketing materials to ensure, among other things, that our marketing is accurate and not misleading.

Conflict of Interest - We would like you to use more of our services and buy more of our products and so we partner with individuals, organizations, companies and other third parties.

Address by - Control, Disclosure.

How we address the conflict - We have policies and procedures to ensure referral arrangements including the terms of such arrangements are disclosed and operated in accordance with regulatory standards.

Conflict of Interest - We may receive compensation from Crypto Assets issuers and other third parties based on their products we sell to you, such as 'listing fees'.

Address by - Disclosure.

How we address the conflict - We disclose to you the situations and type of third-party compensation we may receive. This information is available on our website at www.superbbit.com. Securities regulations require issuers to provide specific disclosure in the offering document (e.g. prospectus) of such arrangements- and the compensation we will receive.

Conflict of Interest - We are compensated in other ways as a result of the business you may do with us, including interest spreads on un-invested cash deposits with us and foreign exchange spreads when you convert currencies or trade cryptocurrencies.

Address by - Disclosure.

How we address the conflict - At all times possible, we endeavour to disclose to you various forms of other compensation we may receive. This information is available on our website at www.superbbit.com.

Conflict of Interest - We may sell you cryptocurrencies that we own (called principal trades) and may profit by doing so.

Address by - Disclosure.

How we address the conflict - In most cases we act as the principle for each transaction you make with us. In cases where we acted as the agent, we will tell you on the trade confirmation screen.

Conflict of Interest - In the case of Crypto Assets forks we may be entitled to receive the airdrops of the fork for the Crypto Assets we hold on behalf of our users.

Address by - Disclosure.

How we address the conflict - We will disclose whether the Crypto Assets airdropped as a result of the fork will be made available to our users on a case-by-case basis.

Conflict of Interest - We may permit certain individuals who are registered with us to be employed by, participate in, or accept compensation from other persons or firms, outside the scope of his/her relationship with us.

Address by - Disclosure, Avoidance.

How we address the conflict - We have adopted internal policies and procedures that involve review and approval of such outside business activities to ensure outside business activities are not in conflict with registrant obligations. We have adopted internal policies and procedures that supplement the regulatory requirements, including policies on privacy and confidentiality of information.

Conflict of Interest - Individuals may serve on a board of directors or take on other activities that could take time or attention away from your account.

Address by - Avoidance, Control.

How we address the conflict - Securities legislation prohibits an individual from serving as a director of another registered firm that is not an affiliate of our firm. Our employees are prohibited from engaging in activities that would interfere or create conflict with their duties. We have policies and procedures in place to detect and, where applicable, supervise, disclose or prohibit any conflict of interest. When an individual registrant sits on a board of directors of a charity or undertakes other community activities in any substantive way, they are subject to regulatory guidance on the disclosure and approval of the outside business activities.

Conflict of Interest - As a result of business relationships with issuers of cryptocurrencies, we may know confidential information that we cannot disclose to you when we recommend the securities to you, even if that information might lead us not to offer buying the securities. **Address by** - Control.

How we address the conflict - Our internal information barriers are designed to ensure regulatory requirements are complied with. We are obligated to maintain confidential any such non-public information obtained from issuers.

The information and examples contained herein have been compiled to the best of our ability and are not meant to be exhaustive of all possible conflicts of interest but rather a compilation of those conflicts that have been identified to date. We undertake to continue taking the necessary steps to identify and respond to such situations in a fair, equitable and transparent manner and consistent with the best interests of our clients.

20. Risk

Volatility Risk

The market prices of Crypto Assets can be volatile. On any given day the market price of an investment can increase or decrease, sometimes materially. The time duration of such increases and decreases can last for an extended period of time.

Liquidity Risk

You may not be able to sell your Crypto Assets if there are not enough buyers in the market when you want to sell. This can happen even if the Crypto Assets you own is still viable.

Foreign Currency Risk

Crypto Assets you buy may be traded in a foreign currency, in this case you may be paid in that currency when you sell.

Crypto Assets & Crypto Contract Risks

Trading in Crypto Assets and Crypto Contracts may not be suitable for you. You should carefully consider whether trading is appropriate for you considering your knowledge, experience, financial objectives, financial resources and other relevant circumstances.

21. Airdrops, Forks

Airdrops

An airdrop is a distribution of a Crypto Assets token or coin to numerous wallet addresses. Airdrops are primarily implemented as a way of gaining attention and new followers, resulting in a larger user-base and a wider disbursement of coins. We may receive airdrops of Crypto Assets tokens or coins into wallet addresses controlled by us that may hold Crypto Assets belonging to you. By using SUPERB PAYMENTS UAB, you forfeit any profit, loss or voting right claims to Crypto Assets tokens or coins airdropped into our cryptocurrency wallets.

Forks

A fork is a rule change such that the software validating according to the old rules will see the blocks produced according to the new rules as invalid. In case of a fork, all nodes meant to work in accordance with the new rules need to upgrade their software and will no longer be compatible with old rules. This may impact the value, functionality, and other characteristics, such as the name of the Crypto Assets. We are not responsible for any consequences arising from a fork, including any perceived, or actual, losses or missed gains. It is in our sole discretion to decide whether or not to support the cryptocurrencies subject to a fork or whether or not to distribute the forked Crypto Assets to our users, with or without prior notification. By using SUPERB PAYMENTS UAB, you forfeit any profit, loss or voting right claims to any cryptocurrencies forked on the platform.

22. Non-Solicitation

The description of products and services offered on our website does not constitute solicitation or an offer to purchase or sell any products or services to you. Know that SUPERB PAYMENTS UAB will never present you with unexpected webpages or send you unsolicited emails asking for your password, your PIN, credit card etc. Report any suspicious request to SUPERB PAYMENTS UAB immediately at support@superbbit.com.

Further ensure you are not creating an account with SUPERB PAYMENTS UAB at the request of any third-party individual or organization. If a third-party or organization not related to SUPERB

PAYMENTS UAB has instructed you to open an account, please contact your local law enforcement agencies to report such incident.

Privacy Policy

SUPERB PAYMENTS UAB may be referred to in this Privacy Policy as "we," "us," "our" or other similar pronouns. This privacy policy ("Policy" or "Privacy Policy") outlines, in general, the Personal Information (as defined herein) and other information that is collected by us from consumers and how we use and protect it. This Policy governs your use of our consumer-directed websites (the "sites" or "websites") and collection of data through both online means and offline means.

Introduction

At SUPERB PAYMENTS UAB, we take data security very seriously. Safeguarding your data and privacy is at the top of our priority list having been established as one of our key pillars to success. You have entrusted us with your personal information, and we intend to use every tool at our disposal to keep it out of the hands of bad actors.

To start, we limit the use, disclosure, and retention of your information. That means we only collect data that is necessary to comply with Anti-Money Laundering and Know-Your-Customer requirements set out by FCIS. We utilize best-in-class encryption protocols for both data-at-rest and data-in-transit. We employ routine penetration tests and dynamic threat models to get ahead of and defend against new vulnerabilities and cyber-attacks.

Our initiatives are underpinned by a firm belief that there are no shortcuts in cyber security. Being a successful business to us means your data is as secure as your funds.

You May be Contacted

Should you contact us in any form for the purpose of ordering our products, we consider such an inquiry for a return contact. As such, we may contact you via telephone to follow up with you and help you complete your order. Accordingly, even if your contact information appears on any state or federal Do Not Contact lists, you acknowledge in such a case that you may receive a telephone call or other contact from us pursuant to your express business inquiry or transaction. You may stop us from calling you at any time by simply asking us to refrain from further calls to you. We maintain an internal no-call list and abide by all applicable laws relating to such.

Your Consent to This Privacy Policy

By providing your Personal Information (whether online or offline), you agree with the terms of our current Privacy Policy as posted here, as such terms may be amended from time to time.

Collection of Personal Information

As used in this Privacy Policy, "Personal Information" means personally identifiable information such as your name, street address, telephone number, credit card and other payment information, screen name, e-mail address, wireless e-mail address, short message service or text message address, demographic information and other information that may identify you or allow online or

offline contact with you. We may collect your Personal Information from you directly, or from third parties in order to establish and maintain a service relationship with you that will be appropriate to the situation and your needs. We will only collect the information about you that will allow us to serve you efficiently.

If external resources are needed to verify or supplement information, such as a credit check for applicable products, your authorization will be obtained first.

How We Use Your Information

When you provide your Personal Information to us, we will use all or part of the Personal Information for the following purposes.

We are able to deliver our products or services to you by using your Personal Information and to understand how you use or interact with our products or services to help us evaluate and improve products or services, develop new product or services and conduct audits and troubleshoot activities related to the provision of products or services.

We use your information to send you information relating to your account, marketing communications, communicate with you about our products or services and let you know about our policies and terms. We also use your information to respond to you when you contact us.

How is Personal Information Shared?

The information we collect, and use may be shared with third parties such as our affiliated, our suppliers or agents who assist in providing you with a service or as required or permitted by law.

If we are involved in a merger, acquisition or sale of all or a portion of our assets, Personal Information may be disclosed, released, transferred, sold, or otherwise conveyed to prospective or actual buyers, sellers and/or entities related to us.

We may disclose Personal Information as required by law or subpoena or similar legal process. We may also disclose Personal Information when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud or respond to a government request or to any other third party without your prior consent.

Indemnify

You agree to indemnify and hold us, and our parent corporation, subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of content you submit, your use of the Site, your violation of the TOU, or your violation of any rights of another.

Non-Personally-Identifiable Information We May Collect Online

We may use various technologies to collect non-personal information about your visits online so that we can tailor our sites and products to best suit your interests and needs. You may have heard of "cookies," which are small data files or pieces of information that are stored by your browser on your computer's hard drive. We may use cookies to collect information during and about your visits to our websites, such as the particular site areas you visit and the products or services you buy through our websites. Cookies may also be used to recognize that you have provided Personal Information to us and refrain from requesting the same information a second time (e.g., a username and/or password, or an e-mail address or other contact information).

Most browsers are initially set to accept cookies but can easily be set to refuse cookies. Note, however, that refusal of cookies may limit your ability to take full advantage of all the site features. If you do not consent to the placing of cookies on your device, please do not visit, access, or use SUPERB PAYMENTS UAB.

Our servers collect information about your computer, such as your IP address, the type of Internet browser you are using and the type of computer operating system you are using. Such information may be used to personalize your web site experience, and to evaluate statistics about usage of our websites. Such information may be used anonymously and, in the aggregate, or may be linked to your Personal Information. Also, our server may record your activities as you navigate to, on and from our websites.

We may use pixel tags (also called clear gifs) or other similar tracking technologies in our websites and/or in our communications to collect information about your navigation on our websites, and to enable us to know whether you have visited a Web page or received a message. This information enables us to serve you and your interests better. Any or all of these activities with respect to website usage information (as described above in this section) may be performed on our behalf by our Service Providers.

Third Party Linked to Sites

When you are on our websites you may be able to visit, or link to, other sites which may be operated by unaffiliated third parties, but which are not covered by this Privacy Policy. These sites may collect Personal Information about you, and you should check the privacy policies of the specific site you are visiting to understand your rights.

Your Personal Information is Protected

SUPERB PAYMENTS UAB make it a priority to protect your information with the appropriate safeguard and security measures.

Thorough security standards are applied to protect our systems and your information against unauthorized access and use.

All of our service providers, as part of their contract with us, are bound to maintain your confidentiality and may not use the information for any unauthorized purpose. All employees of SUPERB PAYMENTS UAB are familiar with the procedures that must be taken to safeguard customers information. It is specified in our employment agreements and confirmed in writing annually.

Your Right to access Personal Information

Upon request, we will give you access to your personal information. Requests should be sent to support@superbbit.com.

We will respond to any such request within 30 days from the date of receipt and will advise you in advance if there will be a charge to fulfil your request. It should be noted that we may not be able to provide certain information, such as information that contains references to other persons, is subject to legal privilege, contains confidential information proprietary to SUPERB PAYMENTS UAB, related to an investigation or breach of agreement or contravention of laws, or cannot be disclosed for other legal reasons.

Your Right to Consult or Correct your Personal Information

SUPERB PAYMENTS UAB will make every reasonable efforts to keep your information accurate and up-to-date. You can help by keeping us informed of any changes such as if you move or change your telephone number. If you find any errors in our information about you, let us know and we will make the corrections immediately. In instances this will require you to provide proof of the information before we can make the change. We will also ensure that the correct information is conveyed to applicable third parties that holds this information about you. For information that remains in dispute, we will note your opinion in the file.

Privacy of Children Online

We are committed to protecting the online privacy of children and making the Internet safe for our users. We do not offer products or services to children under the age of 18 years old and will never knowingly collect information from minors. Minors should not place orders or provide personal information through this website.

Security of Information

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You may be able to create an account on our website with a username and password. In some cases, your username may be your e-mail address. If so, you are responsible for maintaining the strict confidentiality of your account password. We recommend that you choose a unique password for your website account and that you do not use any password that you also use for any other accounts which may contain your sensitive information, such as financial accounts or e-mail accounts. To protect your privacy and security, we take reasonable steps (such as requesting a unique passcode or PIN) to verify your identity before granting you access to your account. You agree to immediately notify of any unauthorized use of your password or account or any other breach of security. We will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

Please note that we cannot guarantee the security of account information. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of user information at any time; there is no guarantee that such information may not be accessed,

disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

In the unlikely event that we believe that the security of your Personal Information in our possession or control may have been compromised, we may seek to notify you. If a notification is appropriate, we would endeavour to do so as promptly as possible under the circumstances, and, to the extent we have your e-mail address, we may notify you by e-mail. You consent to our use of e-mail as a means of such notification.

Changes to Our Policy

We reserve the right to change or remove this Privacy Policy at our discretion, so check back to this page from time to time to see such changes. For certain material changes to this Privacy Policy, we may notify you by additional means, such as by posting a notice on the front page of our website or sending you an email.

Contact Us about Your Privacy

If you have concerns about this privacy policy or you have a privacy escalation, you may contact us at: support@superbbit.com.

AML Policy

1. Our Commitment

SUPERB PAYMENTS UAB is committed to preventing, detecting and deterring fraud, money laundering and terrorist financing. SUPERB PAYMENTS UAB has a no-tolerance fraud, money laundering and terrorist financing policy and actively engages the Lithuanian FINANCIAL CRIME INVESTIGATION SERVICE (FCIS) and other law enforcement agencies when users engage in activities contrary to this policy. SUPERB PAYMENTS UAB is a reporting entity under current antimoney laundering (AML) and counter terrorist financing (CTF) legislation, counter proliferation financing (CPF).

2.KYC

One of SUPERB Payments UAB priorities is the safekeeping and protection of its own and its Clients' business reputation, by eliminating the involvement of the SUPERB Payments UAB in Money Laundering and Terrorism and Proliferation Financing.

That is why the Superb Payments UAB, on a regular basis, carries out measures to prevent Money Laundering and Terrorism and Proliferation Financing in order to ensure that Client account operations are in compliance with the requirements of the Republic of Lithuania legislation and the international standards in this area. According to the Republic of Lithuania law "On the Republic of Lithuania Law on the Prevention of Money Laundering and Terrorist Financing" of June 19, 1997, as well as, based on Basel Committee recommendations (www.bis.org), Wolfsberg principles (www.wolfsberg-principles.com) and FATF recommendations (www.fatf-gafi.org), it is necessary to provide:

- **the purpose of account opening.**

- **submit detailed information about economic activity.**
- **provide data of beneficiary owners.**

The SUPERB PAYMENTS UAB is also entitled to ask for additional information and/or documents related to further activity from the Client. The SUPERB PAYMENTS UAB guarantees confidentiality of received information, as well as secrecy of the Client's personal data and information about accounts, deposits and transactions, according to the order stated in regulations of the Republic of Lithuania.

Mutual trust in relationships enables quick and reliable execution of transactions, that is why, when attracting Clients and choosing cooperation partners, SUPERB PAYMENTS UAB adheres to the principles of "Know Your Client" policy. If the SUPERB PAYMENTS UAB has completed and up-to-date information about the Client and its activities, the SUPERB PAYMENTS UAB is ready for a productive and long-term cooperation, providing high-quality of service and protecting interests of its Clients

3. THE SUPERB PAYMENTS UAB SANCTION RISK MANAGEMENT POLICY

The SUPERB PAYMENTS UAB, in its activities, complies with the prohibitions imposed by the Law on International and National Sanctions of the Republic of Lithuania and prevents the settlement of transactions that contradict these prohibitions

The SUPERB PAYMENTS UAB, in its activities, complies with the prohibitions imposed by UN, EU and OFAC sanctions and prevents the settlement of transactions that contradict these prohibitions

The SUPERB PAYMENTS UAB fully applies also the implementation of UN, EU and OFAC sanctions for both operations and financial services in any currency.

Refund Policy

All trades conducted on SUPERB PAYMENTS UAB are final. Exceptions will be made if:

- A refund is required due to applicable law or regulation; or
- The erroneous trade is due to a technical error. SUPERB PAYMENTS UAB will take reasonable action to restore the user's position prior to the error.

All deposits made to SUPERB PAYMENTS UAB user accounts can be refunded, at the request of the user, provided the following conditions are met:

- The original funding method and bank is the recipient of the refund; and
- The funds remain in the original funding currency.

If a portion of the funds remains in the user account, a partial refund may be completed at the request of the user. We reserve the right to hold refunds for a period of up to 14 days or until we can verify the source of deposited funds. Refunds will only be sent to the same account and method used by the funding transaction.

Once funds, in any format, are withdrawn from the SUPERB PAYMENTS UAB platform, you are no longer entitled to a refund.

This Refund Policy does not cover any transactions between the Users related to the purchase or sale of cryptocurrencies, and it does not refer to any refunds for purchased cryptocurrencies.

Client Complaint & Dispute Resolution Policy

1. Our Commitment

SUPERB PAYMENTS UAB has procedures in place to handle complaints received from clients in a fair and prompt manner. This is a summary of these procedures, which we provide to new clients, clients who have filed a complaint and that we also make available on [our website](https://www.superbbit.com/) (<https://www.superbbit.com/>).

2. How to File a Complaint with SUPERB PAYMENTS UAB

Clients wishing to complain to SUPERB PAYMENTS UAB may file their complaint by contacting the Compliance Department via email at support@superbbit.com. For confidentiality reasons, we will only deal with the client or an authorized person of an account.

3. SUPERB PAYMENTS UAB Complaint Handling & Dispute Resolution Procedure

We will promptly acknowledge receipt of complaints, typically within 5 days of receiving the complaint. We review all complaints fairly, taking into account all relevant documents and statements obtained from the client, our records, our staff and other relevant sources. Once our review is complete, we provide clients with a written response of our decision. The response will summarize the complaint, the results of the investigation, an explanation of our decision and will provide guidance on how to escalate further if the client is not satisfied with the response.

We generally provide our response within 90 days of receiving the complaint. If we cannot provide the client with a response within this timeline we will, inform the client of the delay, explain the reason for the delay and provide a revised decision date.

4. Settlements

If we offer the client a financial settlement, we may ask the client to sign a release for legal reasons.