

# **BigONE Investment Ltd.**

## **Client Agreement**

Link: <https://big.one/en>

**2023** BIGONE Investment Ltd.

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## TERMS OF USE

Please read these terms and conditions that follow ("Terms", "Terms and Conditions of services" "Agreement") carefully as they form a contract between you and **Bigone Investment Ltd. Private Company** Business identification No.230740900475 ("BigONE", "we", "our" or "us"), a private company established under the acting laws of Astana International Financial Centre (the "AIFC") with its registered office at 55/22, Mangilik Yel Avenue, office No.131, Astana city, Kazakhstan, postcode Z05T3F5.

These Terms refer and govern to the individual or entity as "you", "user" or "your" using or accessing the services (including any component of the Service) provided by BigONE ("BigONE Services" or "TERMS OF USE") and the BigONE platform or BigONE site described below.

The **subject of this agreement** - is a regulation of relations arising between BigONE and any client (natural person and body corporate) who successfully passed the Know Your Customer procedure (KYC) and is accepted as a client on board.

The client will receive financial services provided in relation to digital assets (spot trading and custody – administering and providing safeguarding of digital assets belonging to other persons) under the terms and conditions established by this Agreement.

The [\[www.bigone.kz\]](http://www.bigone.kz) website, the BigONE mobile application or other BigONE electronic platform (collectively the "BigONE Site" or "**BigONE Platform**") refers individually and collectively to the BigONE website, BigONE custody platform, APIs, mobile applications (each, an "App"), and any software services provided by

BigONE, as well as all written or electronic materials including software, data, text, audio, video, images, photos, graphics, or other content ("Content").

### 1. Acceptance of the Terms

1.1 If you click "I agree," access or use the BigONE site, platform or services, purchase services, register for an account, execute these terms, or accept an order that refers to these terms, you are accepting and agreeing to the terms and policies referenced in these terms.

If you do not agree to these terms, **you are not permitted** to use BigONE services, the BigONE website, or the BigONE platform.

The agreement will **come into force** as of the date you sign it by clicking “I AGREE” button (client acceptance day).

1.2 In order to use our Services, you must register a valid BigONE account on the BigONE website. Prior to your BigONE account being confirmed and set up, it might be necessary to utilize the BigONE platform to complete the onboarding procedure, which includes confirming your email and phone number, submitting/uploading supporting documents, as well as providing evidence for additional procedures such as the Know Your Client (KYC) process or Anti Money Laundering (AML) check.

BigONE customers are restricted to individuals or institutions who have created a BigONE account and passed full levels of verification for Know Your Client (KYC) and Anti Money Laundering (AML) checks.

Upon agreeing to these Terms, you confirm that all information you provide to us via the BigONE platform and Services is truthful and precise. The usage of fraudulent or deceptive information in conjunction with BigONE Services is strictly prohibited.

Although you can log in to our platform and upload necessary information for the Know Your Client (KYC) and Anti Money Laundering (AML) process during client onboarding, passing all of our onboarding processes, including the KYC and AML checks within a reasonable timeframe, is required to establish a valid verified BigONE account and begin a business relationship with us. Failure to do so may result in the suspension, rejection, or blocking of your login, and consequently, you may not be able to access the BigONE platform.

You hereby authorize us, or a third party service provider, to take any measures that we consider necessary to verify and authenticate your identity, confirm the information you submit about your linked bank account, and to take any action we deem necessary based on the results.

1.3 We will inform you of any changes to these Terms in one of three ways: (a) by posting the updated terms on the BigONE platform or site, (b) by sending you an email or message to the contact information you provided during account registration, or (c) by showing you the revised Terms when you access the Services..

You acknowledge and agree that it is your responsibility to keep your registered email address up to date, regularly check for any notifications from us, and ensure that our notices are not blocked by your spam filter. It is also your responsibility to regularly review these Terms as they are posted on the BigONE platform or site..

Such updated Terms will become effective the earlier of:

(a) when you accept it online or offline,

(b) after we post or email the update, in which case your continued use of any of the Services or failure to cancel your account will indicate your acceptance of the amendment.

1.4 By signing up to BigONE and opening an account, you represent and warrant that you are:

(i) at least **18 years old** and have the **legal capacity** to enter into these Terms by and between you and us,

(ii) are not located in, under the control of, or a national or resident of any Restricted Locations, which the list of Restricted Locations is in BigONE website and attached to this Terms as an Annex A.

(iii) and agree to be fully bound by the terms and conditions set forth in these Terms. If you are not of legal age to enter into a binding contract with BigONE, you **may not use** the Services or **accept these** Terms. We reserve the right to deny access to the BigONE Platform or Service(s) to anyone, at any time, and without prior notice or explanation.

If you violate any of the Terms and Conditions of the Services, your use of BigONE Services will be **immediately terminated**.

1.5 Similar to other assets, the value of Digital Assets is subject to fluctuations and there is a significant risk of financial loss when buying, selling, holding, or investing in them. Before engaging in trading or holding Digital Assets, it is important to assess whether it is appropriate for **your financial situation**.

**1.6** BigONE is not registered with the United States Securities and Exchange Commission (SEC) and **does not offer securities services in the United States or to U.S. citizens**.

1.7 Any dispute, whether contractual or non-contractual, arising out of or in

connection to this Terms, including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the AIFC Court. The language to be used in the proceedings shall be English. This contract is governed by the acting law of Astana International Financial Centre (AIFC).

1.8 The moment you register and accept as a client on the DATF, these **Terms of Use become effective.**

1.9 These terms of Use expire when membership is canceled and when the DATF Service terminates.

1.10 You agree that you will not grant any person access to your BigONE Account, except as described herein, as granting access may violate applicable laws and regulations.

## 2. Definitions

Capitalized terms, not otherwise defined herein shall have the meaning assigned to them in Acting Law of the AIFC, including the AIFC Glossary (AIFC Act No. FR0017 of 2018).

For purposes of these Terms, the following terms shall have the meanings set forth below:

- **“AIFC”** means Astana International Financial Centre, jurisdiction within the Astana city with the special legal regime in the field of finance established under the Constitutional Law No.438-V dated 07.12.2015.

- **“Territory of AIFC”** means the territory within Astana city approved by the Order of the President of Kazakhstan No.161 dated 31.12.2015.

- **“AFSA”** means Astana Financial Services Authority, an independent regulatory authority within the AIFC jurisdiction.

- **AIFC GLO** means [AIFC Glossary Act](#) No. FR 0017 of 2018, with the approval date 29.04.2018.

- **AIFC FSFR** means [AIFC Financial Services Framework Regulations](#) No.18 of 2017, with the approval date 20.12.2017.

- **AIFC Gen** means [AIFC General Rules](#) No. FR0001 of 2017, with the approval date 17.10.2017.

- **AIFC AMI Rules** means [AIFC Authoroised Market Institution Rules](#) No.FR0002 of 2017, with the approval date 17.10.2017.

- **AIFC COB** means [AIFC Conduct of business rules](#) No. FR0005 of 2017, with the approval date 10.12.2017.

- **AIFC FinTech Rules** means [AIFC Financial Technology Rules](#) No. AFSA-F-PC-2019-0001, with the approval date 14.02.2019.

- **“Fiat Currency”** means a currency which is issued by or on behalf of the government in its country (or countries) of issuance, and which is designated as legal tender in that or those countries through government decree, regulation or law.

- **“Digital Asset”** mean a digital representation of value that (i) can be digitally traded and functions as (a) a medium of DATF; or (b) a unit of account; or (c) a store of value; (i) can be exchanged back-and-forth for Fiat Currency, but is neither issued nor guaranteed by the government of any jurisdiction, and (iii) fulfils the above functions only by agreement within the community of users of the Digital Asset; and accordingly (iv) is to be distinguished from Fiat Currency.

- **“Digital Wallet”** refer to a means (software application, electronic device or other mechanism/medium) may include the following functions: (i) holding, storing and transferring Digital Asset and/or other assets, investments ; (ii) store or manage the secret key or part of the secret key to facilitate the User Account holder(s) to sign on the decentralized ledger transferring Digital Asset and/or other assets, investments; (iii) to keep track of the amount of Digital Asset and/or other assets, investments the User Account holder(s) own.

- **“Digital assets trading facility or DATF”** means a facility which functions regularly and brings together multiple third party buying and selling interests in Investments, in accordance with its non-discretionary rules, in a way that can result in a contract in respect of Investments admitted to trading or traded on the facility. The facility may be organized on a temporary or permanent basis and can be an order driven system, a quote driven system or a hybrid of such systems that enables the market to operate electronic trading or trading by other means.

- **“Service” or “Services”** refers to **the digital asset trading and custody** services provided by BigONE, which include, but are not limited to, the buying and selling of



digital assets, and safeguarding of digital assets belonging to clients, and any other related services as determined by BigONE. These services are subject to the terms and conditions set forth in the Terms of Use agreement.

- **“Tools”** refers to any software, applications, interfaces, or other technology that is owned or licensed by BigONE and used in connection with the provision of its digital asset trading and custody services. This may include trading platforms, mobile applications, wallets, or any other related tools. The use of these tools is subject to the terms and conditions set forth in the Terms of Use agreement.

- **“Content”** refers to any information, data, text, graphics, images, audio, video, or other materials that are provided or made available by BigONE through its digital asset trading and custody services. This may include market data, charts, news, research reports, or any other related content. The use of this content is subject to the terms and conditions set forth in the Terms of Use agreement.

- **“Custody platform”** is a digital platform that provides secure storage and management of digital assets, on behalf of customers. The Custody platform offered by BigONE Investment Ltd., licensed by the Astana Financial Services Authority (AFSA), allows customers to securely store and manage their digital assets in a trusted and regulated environment. The platform includes features such as multi-layer security measures, comprehensive risk management, and compliance with relevant AIFC and Kazakhstan regulations. The Custody platform aims to protect customers' digital assets from theft, loss, or unauthorized access while providing easy access to their assets as needed.

- **“BigONE Platform”** – means [www.bigone.kz](http://www.bigone.kz) website and/or mobile application where clients may receive services providing by BigONE prescribed in this agreement.

- **“Notifications”** – means information about any changes and/or amendments in the scope of services, fees and other critical issues of BigONE available to the via [www.bigone.kz](http://www.bigone.kz) website.

### 3. BigONE License

BigONE Ltd. is a private company established under the acting laws of Astana

International Financial Centre with its registered address: 55/22, Mangilik Yel Avenue, office No.131, Astana city, Kazakhstan, postcode Z05T3F5.

**Regulatory status: Bigone Investment Ltd. private company is authorised by the financial regulator of the AIFC, Astana Financial Services Authority (“AFSA”), to conduct the activities of**

**1. Operating Digital Assets Trading Facility (DATF)**

**2. Providing Custody – Administering and safeguarding of digital assets belonging to other persons.] in a testing environment of FinTech Lab\* (AIFC regulatory sandbox) under the License No. AFSA-G-LA- 2023- [insert licence number] with expiry date of [insert expiry date of license].**

Status of the license and its validity may be verified at the AFSA website ([www.afsa.kz](http://www.afsa.kz)).

FinTech Lab is a regulatory sandbox that allows firms to provide financial services in a test environment with individual regulatory requirements set up by the AFSA and subject to satisfaction of specific License conditions, including limits on size of transactions and number of clients. FinTech Lab was established in the AIFC by the AFSA to facilitate development of innovation in financial industry. It is anticipated that after completion of testing in FinTech Lab this firm would continue providing services under applicable AIFC regulations, however it is also possible that this firm may not continue providing services in or from AIFC.

Given that the firm offers services to clients in a test regulatory environment and that risk is an integral part of innovation, there is a chance of losing investments and incurring other losses associated with using the service.

#### **4. User Representations and Undertakings**

Your use of the Services (or any part thereof) is dependent on the fact that you hereby represent and warrant that:

4.1 If you use the Services on behalf of a third party or entity, you confirm that the entity is legally organized and recognized under the relevant laws of its jurisdiction, and that you are authorized by law to represent that entity in connection with these Terms and bind it to them. In such cases, "you," "user," and "your" refer to that entity or third party, and all representations and warranties in these Terms apply

to both you and the entity you represent.;

4.2 To use the Services, you must be at least 18 years old. We may request proof of age at any time, and if necessary, approval from a parent or legal guardian to ensure that only eligible users are using the Service. If we become aware that a user under the age of 18 is accessing the Service, we will block their access.

4.3 To access and use the BigONE Platform and its related Services and Tools, the User must have an account registered with the BigONE Platform, known as the "BigONE Account" or "User Account." To open an account, the User must complete the registration process and provide accurate and current information as requested. By providing this information, the User authorizes us to take necessary actions, such as making inquiries to verify their identity and protect against fraud or financial crime. We may also require the User to wait for a certain amount of time after a transaction before accessing further BigONE Services or engaging in transactions beyond certain thresholds.

By filling out the registration form, the User asserts that they have the authority to establish and use an account, either on their own behalf or on behalf of the entity identified in the registration process.

4.4 You are entirely accountable for all actions taken under your BigONE Account. We retain the right, at our **sole discretion, to decline to establish a BigONE Account for you**, restrict the number of BigONE Accounts you may possess, or suspend or terminate any BigONE Account or cease to provide support for specific Digital Assets in your account.

4.5 You possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law, to use the Services in accordance with these Terms, and to fully perform your obligations hereunder.

4.6 The execution of the Terms does not and will not violate any other agreement to which you are bound or any law, rule, regulation, order or judgment to which you are subject;

4.7 You shall not violate any provision of this of the Terms;

4.8 You possess the knowledge and judgment necessary to decide whether to use the Service or otherwise engage with other Users of the Services;

4.9 You will provide BigONE and its affiliates with accurate, current, and complete information about yourself and your identity, either personally and / or on behalf of the entity indicated in the registration process, as prompted by the registration process or as BigONE may, from time to time request, and keep such information updated. You authorize BigONE to make such inquiries that it considers necessary to validate your identity and you agree that BigONE may do so using third – party service providers.

In the event that BigONE suspects any information provided by the User as part of the registration and/or payment process is untrue, inaccurate, not current or incomplete, BigONE has the right to suspend or terminate the User’s usage of the Service(s). Accounts are non-transferable and cannot be “shared” or used by more than one individual or entity.

4.10 You acknowledge that you are solely responsible for complying with applicable laws regarding use of the Services, or any other interaction and/or transaction you make through or in connection with the Services, including the determination of whether a transaction made through or following your use of the Service complies with the terms of the jurisdictions and laws applicable to you and all other parties of your engagement;

4.11 You will not rely on BigONE and fully understand that we do not provide any endorsement, support, representation or guarantee regarding the accuracy, reliability, truthfulness, legality or completeness of any goods, services, information or content that may be available to you in connection with the DATF, including with respect to any Digital Assets;

4.12 You are responsible to provide BigONE with an appropriate Refund Wallet Address or Refund Bank Account (if applicable).

4.13 You agree to use the BigONE Platform and its content (including the financial data therein), solely for your own benefit, and agree not to resell, transfer or convey the Service(s) to, or for use by or for the benefit of, any other person or other entity.

4.14 You may not use the data provided for any illegal purpose, in breach of applicable data protection laws or in any manner inconsistent with the Terms and Conditions of services.

4.15 You agree not to use, transfer, distribute, or dispose of any information contained in the Service(s) and/or Tools in any manner that could compete with the business of BigONE.

4.16 The User is and will be responsible for maintaining the confidentiality of their password, for all activities conducted on and in connection with the BigONE Platform or Service(s) or Tools which make use of that password, and for any usage charges incurred by the use of that password, including any use that the User may subsequently allege was not authorized by the User.

4.17 Any actions on BigONE Site, transactions, orders and operations initiated from your BigONE Account or using your password

- a) will be considered to have been made by you, and
- b) is irrevocable once validated using your password or made through your BigONE Account.

We may, but are not obligated to, request additional information from you, including authenticating documents, and/or to freeze any pending transactions, if there is suspicious activity related to your BigONE Account.

You agree to comply with these security requests or accept termination of your BigONE Account.

4.18 All transactions shown in your transaction history or other communication including, but not limited to, statements of your Digital Assets held by us sent to your email shall be deemed as authorized and correct, approved, and confirmed by you unless we receive written notice (as defined in section Notice) stating otherwise within three calendar days from the date the written statement was sent you or transaction appeared in your transaction history.

4.19 By agreeing to these terms, you are responsible for regularly monitoring your BigONE Account balance, transaction history, and any notices sent to you by us. It is your duty to report any unauthorized or erroneous transactions to us as soon as possible. You must provide a valid and functioning email address during the registration process to receive notifications and statements from us. If you are unable to review your transaction history or notices, or if you do not receive our communications, you must notify us immediately via email at [sc@big.one](mailto:sc@big.one).

4.20 It is advised that you seek appropriate professional advice, including legal, accounting, and commercial advice, before engaging in any matter that may benefit from such advice. You understand that there is no professional relationship between you and BigONE or any other user, unless explicitly agreed upon, and you should not solely rely on any information or content found on the Services.

4.21 You shall recognize and accept that there are potential dangers and uncertainties associated with using the Services, connecting with other Users or any DATF(s), and participating in transactions through or in association with the Service. BigONE does not provide any assurances about the specific results that may arise from such activities, and you agree to take full responsibility for any potential risks, liabilities, or harm that may arise from such participation..

Such risks may include, among others, misrepresentation of information about and/or by any DATF(s), goods, services and/or other Users, breach of warranty and/or contract, violation of rights and any consequent claims; and

4.22 In addition to other prohibitions as set forth in the Terms and Conditions of services, the User is prohibited from using the Service(s) or its content:

- a) for any unlawful purpose;
- b) to solicit others to perform or participate in any unlawful acts;
- c) to violate any international, the AIFC or Republic of Kazakhstan's regulations, rules, laws, or local ordinances which apply in part to matters not governed by the AIFC law;
- d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- f) to submit false or misleading information;
- g) 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(s) or of any related website, other websites, or the Internet;
- h) to collect or track the personal information of others;

- i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- j) for any obscene or immoral purpose; or
- k) to interfere with or circumvent the security features of the Service(s) or any related website, other websites, or the Internet.

## **5. Use Restrictions and Unacceptable Use**

5.1 There are certain conducts that are strictly prohibited on and/or with respect to the Service. Please read the following restrictions carefully. Your failure to comply with the provisions hereunder may result (at BigONE 's sole discretion) in the termination of your access to the Services and may also expose you to civil and/or criminal liability.

5.2 You may not, whether by yourself or anyone on your behalf, nor encourage or assist any third party to:

a) use the Services in any way or for any purpose that is not expressly permitted by these Terms, the Privacy Policy, and any other user guides and policies made available by BigONE through the Service.;

b) use another user's account at any time except through a mechanism provided by BigONE and authorized by the user.;

c) modify, alter, tamper with, repair, create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile, or disassemble any portion of the Services or Content on the Services, including any information, material, and data available on the Services (collectively, the "Content") in any way, or publicly display, perform, or distribute the Content without BigONE's prior written consent.

d) replicate or copy the Content or make any use of the Content on any other website or networked computer environment for any purpose without BigONE's prior written consent.

e) frame or mirror any part of the Services, link (including in-line linking) to elements on the Services, such as images, posters, and videos, or create a browser or border environment around the Services and/or Content unless expressly permitted by BigONE.

f) create a database by systematically downloading and storing all or any of the

Content, or forward any data generated from the Services without the prior written consent of BigONE.

g) engage in any unlawful or fraudulent activity or perpetrate a hoax, engage in phishing schemes or forgery, or engage in other similar falsification or manipulation of data;

h) bypass any measures used to prevent or restrict access to the Services and/or certain functionalities therein.

i) interfere with or violate any other user's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the Services without their express and informed consent. Use any unauthorized means to gain access to the Services or distribute instructions, software, or tools for that purpose, including using any robot, spider, site search or retrieval application, periodic caching of information stored by BigONE, or other manual or automatic device or process to retrieve, index, or data-mine.

j) defame, abuse, harass, stalk, threaten and/or violate in any way the legal rights of other users and BigONE employees;

k) use and/or display the Services (or any part thereof) on and/or with respect to any good or service, which in itself or which contains any information or content that may be considered abusive, harassing, threatening, inciting hatred, encouraging or facilitating antisocial behavior, promoting the tobacco industry or the armaments industry, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable, offensive, and/or violating in any way the legal rights of others, and/or where the presence of the Content or any reference to BigONE and/or the Services might be perceived as damaging to BigONE's reputation and goodwill or actually bring BigONE into disrepute;

l) transmit, distribute, display or otherwise make available through or in connection with the Services any content, which may infringe third party rights, including Intellectual Property rights and privacy rights, or which may contain any unlawful content;

m) impersonate any person or entity or provide false information on the Services, whether directly or indirectly;



n) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that BigONE or any third party endorses you, your business, or any statement you make, or present false or inaccurate information about and/or through the Services;

o) damage, disable, overburden, or impair the Services (or any network connected to the Services);

p) transmit or otherwise make available in connection with the Services, and/or use the Services to distribute and/or otherwise transmit any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;

q) interfere with or disrupt the operation of the Services, or the servers or networks that host the Services or make the Services available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;

r) sell, license, or exploit for any commercial purposes any use of or access to the Content and/or Services;

s) use the Services and/or the Content for non-personal or commercial purposes without BigONE's prior express written authorization;

t) advertise or promote a commercial product unless your account is subject to a separate contract governing that relationship and your compensation to BigONE. BigONE may determine, in its sole discretion, whether and what action to take in response to a claimed

u) violation of these Terms, and any action or inaction in a particular instance will not dictate or limit our response to a future complaint.

v) use the Services for and/or in connection with any form of spam, unsolicited mail, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, or similar conduct, whether commercial or otherwise;

w) use the Content and/or the Services for any illegal, immoral or unauthorized purpose; or

x) infringe or violate any of these Terms.

## 6. General

6.1 In no event will BigONE or any person or entity involved in creating, producing or distributing the BigONE Platform or the content included therein, be liable in contract, in tort (including for its own negligence) or under any legal theory (including strict liability) for any damages, including without limitation, direct, indirect, incidental, special, punitive, consequential or similar damages (including, without limitation lost profits or revenues, loss of data, loss of use of the BigONE Platform or an inability to use and/or ONE Platform), even if BigONE have been informed of the possibility of such damages.

6.2 In no event shall BigONE's total liability to you for any damage (however so arising, whether in contract, tort or other legal theory) exceed the amount defined in the section Disclaimer and Limitation of Liability, as and to the extent such limit is permitted by applicable law.

- a) The User agrees to:
- b) maintain all equipment necessary for the User's access to and use of the BigONE Platform;
- c) maintain the security of the User's BigONE account credentials and any other of the User's confidential information relating to the User's account at the BigONE Platform; and
- d) provide accurate information of the User for BigONE on account opening, KYC process and AML check, and to notify and provide up-to-the date information to BigONE if there are any changes of such information.
- e) take responsibility for all possible charges resulting from use of the User's account at the BigONE Platform.

### 6.3 Digital Assets Protocols , Network and BigONE Fees.

You agree that utilizing Digital Assets, their networks, and protocols carries significant risks. It's your responsibility to educate yourself on all the potential dangers associated with Digital Assets, their protocols, and networks.

For instance, the value of Digital Assets can fluctuate drastically, increase or decrease unexpectedly, and potentially drop to zero.

As an illustration, a Bitcoin transaction might remain unverified for a certain duration (typically less than one hour, but potentially up to one day or beyond) and could conceivably never be processed if it persists in a pending state.

Moreover, in the event that ERC 20 tokens are transmitted to an Ethereum Digital Wallet that lacks support for ERC 20 tokens, the tokens will be irrevocably forfeited and cannot be restored.

Despite the fact that BigONE provides notifications concerning the risks associated with Digital Assets, their protocols, and networks, it is important to note that BigONE is not obligated to alert you to every risk.

Furthermore, BigONE has no authority over and makes no claims regarding the worth of Digital Assets or the security of their networks or protocols.

BigONE neither owns nor controls the fundamental software protocols that dictate the functioning of Digital Assets. The protocols underpinning Digital Assets are susceptible to alterations in their regulations (known as "forks"), which could significantly impact the value, operation, or denomination of the Digital Assets.

You acknowledge and agree that:

BigONE assumes no responsibility for the operation of underlying Digital Assets protocols and/or Digital Assets, and expressly disclaims any guarantee of their functionality, security, or availability. In the event of a fork, BigONE reserves the right to temporarily suspend services related to the affected Digital Assets, and may choose not to support the forked protocol entirely, or may not configure its services to facilitate the transfer of affected Digital Assets.

**BigONE has the right:**

- reject orders that exceed its pre-determined volume and price thresholds, or that are clearly erroneous.
- temporarily halt or constrain trading on its facilities if necessary or desirable to maintain an orderly market; and
- cancel, vary, or correct any order resulting from an erroneous order entry and/or the malfunctioning of the system of a member.

**Bigone has the next obligations:**

- **Obligation to transparency:** BigONE must provide clear and transparent

information about the fees, charges, and terms of use associated with its services. This includes information about how customers' digital assets are being safeguarded and the custody of their assets.

- **Obligation to privacy:** BigONE must protect the privacy and confidentiality of its customers' personal information and digital assets. This includes complying with all relevant data protection laws and regulations in AIFC and Kazakhstan.
- **Obligation to fair treatment:** BigONE must ensure that its policies and practices are fair and non-discriminatory and that customers are treated equally, regardless of their gender, race, religion, nationality, or any other characteristic.
- **Obligation to security:** BigONE must take measures to protect its customers' digital assets against theft, loss, and unauthorized access while they are under custody with the exchange.
- **Obligation to withdrawal:** BigONE must allow customers to withdraw their digital and/or fiat assets at any time, subject to applicable fees and charges.
- **Obligation to dispute resolution:** BigONE must provide a transparent, impartial, and independent dispute resolution mechanism that allows customers to have their disputes resolved fairly and in a timely manner.
- **Obligation to customer support:** BigONE must provide customer support and assistance to customers, including help with account setup, digital asset trading, and custody.

**All fees and charges withheld by BigONE prescribed in the Fees Schedule available on the company's website [\[hyperlink to the fees schedule\]](#).**

#### 6.4 The scope of services providing by BigONE:

No.	Name of the service	Service description
1	Digital assets deposit	Deposit of digital assets (approved list of digital assets) via blockchain networks (e.g., Bitcoin, ERC20) to the digital assets wallet opened with BigONE.
2	Digital assets withdrawal	Withdrawal of digital assets (approved list of digital assets) via blockchain networks (e.g., Bitcoin, ERC20) from the digital assets wallet opened with BigONE to the digital assets opened with the centralized and/or decentralized exchanges.
3	Exchange of digital assets (spot orders only)	Execution orders on the exchange of digital assets to digital assets via spot trading. (WITHOUT LEVERAGE)
4	Custody services	Saving digital assets in the system of storage of digital assets.

## **7. BigONE Custody Platform**

### **7.1 Account in BigONE Custody Platform**

If you have passed all the client onboarding processes including but not limited to the KYC process and AML check and successfully opened and maintained an account in the BigONE Custody Platform, you can access BigONE's Custody Service.

### **7.2 Digital Wallets in Custody Services in the Custody Platform**

Your Digital Wallets and your Digital Assets are your responsibility. BigONE cannot cause transactions transferring Digital Assets from your Digital Wallets except in conjunction with a request or instruction through the Service by you or someone holding your private keys. You may need both of the private keys not controlled by BigONE to initiate transfer of Digital Assets.

### **7.3 About transfer of Digital Assets**

Using the services offered by BigONE, it is not allowed for you to transfer or receive money or digital assets belonging to other individuals, as per the law enforced by the Astana International Financial Centre. This is because digital assets cannot be used as a payment method for goods, services, or work.

Your wallet might be freeze under the decision of responsible employee for AML compliance issues in BigONE.

Furthermore, you acknowledge that you cannot claim any compensation or file a complaint in case you suffer any losses due to your wallet being frozen.

### **7.4 Managing Your Keys.**

You are solely responsible for maintaining the security of your private keys which are assigned to you when you create an account during the establishment of business relationships with us.

If you appoint a third party (employee or other person under the power of attorney) to control your private key, whether or not such an appointment is made through the platform (e.g., through a key recovery service), BigONE is not responsible for the actions or omissions of such a third party.

Control of this key will allow such third parties to transfer all of your Digital Assets from your Digital Wallets and you may never regain those Digital Assets.

## 8. Risks and conflicts of interests for the purposes of disclosure

Any investment is subject to market fluctuations and there can be no assurance that an investment will return its value or that appreciation will occur, and you may lose all of the capital you invested.

More information on Risk can be found in section Risk Disclosure of these Terms and our Risk Disclosure Statement at our website.

### 8.1 Digital Assets Segregation

In order to keep Digital Assets more securely, BigONE will use blockchain addresses, controlled by BigONE, to hold Digital Assets held on behalf of customers and/or held on behalf of BigONE.

Although we maintain **separate** ledgers for Client and BigONE Accounts.

BigONE **have an obligation to segregate** by blockchain address Digital Assets owned by you from Digital Assets owned by other customers or by BigONE.

### 8.2 Accuracy of Billing and Account Information

We reserve the right to refuse any order the User places with us. We may, at our sole discretion, limit or cancel quantities purchased per person, per account or per order. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, distributors or malicious third parties.

The User agrees to provide current, complete and accurate account information for all assets managed through the Service(s) on the BigONE Platform.

All account balances managed through the Service(s) and shown to the User through the BigONE Investment Platform and/or App are estimates based on market rates and BigONE Platform tickers.

By accepting the Terms and Conditions of services, the User acknowledges that depending on the market liquidity and the ability to sell assets managed through the BigONE, the actual amount of funds may be less than the account balance estimates due to **order slippage** and variable asset conversion rates.

**Order slippage** is a term used in trading to refer to the difference between the expected price of an asset and the actual price at which it is executed. In other words, it is the difference between the price at which an order is placed and the price at which

it is actually filled. Slippage can occur in both directions, either positive or negative, depending on whether the executed price is higher or lower than the expected price.

Order slippage is a common occurrence in trading, particularly in volatile markets where prices can change rapidly. It can be caused by a variety of factors, such as market conditions, liquidity, and order size.

As a trader, it is important to be aware of slippage and to factor it into your trading strategy.

Order slippage may take place within the BigONE platform only when users place Market Orders.

The User also acknowledges and agrees to the fact that it may take up to 7 (seven) days for the assets managed through the Service(s) to be released within the BigONE Platform after canceling a BigONE Investment Platform account or withdrawing part of the assets managed through the Service(s).

BigONE will send a written statement to your email regarding to each completed transaction and/or order (s) once it completed.

On a quarterly basis you will receive a periodic statement to the email address provided during the client onboarding procedures.

### 8.3 Indemnification and Setoff

You hereby agree that except as explicitly provided otherwise herein, upon delivery of the Digital Assets purchased or sold by you from or to the DATF, as the case may be, you will not be entitled to any credit or refund and all such purchases and sales are final.

### 8.4 Privacy Policy

We respect your privacy and are committed to protecting the information you share with us in connection with the Service. The User 's submission of personal information through the Service(s) is governed by our Privacy Policy. Our policy and practices and the type of information collected are described in our Privacy Policy available on the website. If you intend to connect to, access or use the Services you must first read and agree to the Privacy Policy. You agree to the collection, use and disclosure of information as described in Privacy Policy.

## 9. Risk Disclosure

9.1 You acknowledge and agree that you shall access BigONE and use BigONE's Services at your own risk. You acknowledge that by accessing BigONE and using BigONE's Services you understand and accept the risks that include, but are not limited to, the following:

- Digital Assets are not legal tender and are not backed by the government.
- The value of Digital Assets may be derived from the continued willingness of market participants to trade Digital Assets for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Assets should the market for that Digital Assets disappear.

- The volatility and unpredictability of the price of Digital Asset relative to Fiat Currency may result in significant loss over a short period of time.

- Trading in Digital Assets is susceptible to irrational market forces.

- The nature of Digital Assets may lead to an increased risk of financial crime or cyber-attack, and may mean that technological difficulties experienced by BigONE may prevent the access to or use of your Digital Assets.

**(a) There is limited or, in some cases, no mechanism for the recovery of lost or stolen Digital Assets.**

**(b) Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.**

**(c) There are risks of Digital Assets with regard to anonymity, accidental transactions, transaction recording, and settlement.**

**(d) There is no assurance that a person who accepts a Digital Asset as payment today will continue to do so in the future.**

**(e) Any regulatory changes or actions by the AFSA or Non-AIFC Regulator may adversely affect the use, transfer, DATF, and value of a Digital Asset.**

**(f) Any links to Digital Assets related activity outside the AIFC, which may be unregulated or subject to limited regulation.**

**(g) The risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time.**

**(h) The price and liquidity of Digital Assets has been subject to large fluctuations**



in the past and may be subject to large fluctuations in the future.

(i) In your jurisdiction, BigONE may not be regulated as a financial institution.

(j) Some Digital Assets transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself. You should carefully consider whether such use is suitable for you in light of your circumstances and financial resources.

You should be aware that you may sustain a total loss of the funds in your BigONE Account, and that under certain market conditions, you may find it difficult or impossible to liquidate a position.

#### 9.2 Internet transmission risks.

You acknowledge that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and internet connections. You acknowledge that BigONE shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when exchanging Digital Assets via BigONE Service, however caused.

#### 9.3 Third-Party Websites.

BigONE may link to other websites operated by or with content provided by third parties, and such other websites may link to our website. You agree and understand that BigONE has no control over any such other websites or their content and will have no liability arising out of or related to such websites or their content. The existence of any such links does not constitute an endorsement of such websites, their content, or their operators. BigONE is providing these links to you only as a convenience.

#### 9.4 Third-Party Service Providers.

You agree and understand that we may use third parties to gather, review, and submit or

facilitate submitting your data and activity from us to regulatory authorities on our behalf. By using BigONE, you agree to grant third-party providers that we may engage, the right, power, and authority to access and submit your data, activity, and

personal and financial information to regulatory authorities on our behalf and in accordance with and pursuant to their terms and conditions, privacy policy, and/or other policies.

#### 9.5 Third-Party Information Accuracy and Usage.

An information provider is any company or person who directly or indirectly provides us with information. Such information could include, but is not limited to, overall market data, quotations from DATFs, markets, dealers, and/or miners of Digital Assets. The third-party information we may provide through BigONE has been obtained from information providers and sources we believe are reliable; however, we cannot guarantee that this information is accurate, complete, timely, or in the correct order. The information belongs to the information providers. You may use this information only for your own benefit. You may not reproduce, sell, distribute, circulate, create derivative works from, store, commercially exploit in any way, or

provide it to any other person or entity without our written consent or the consent of the information provider, if required.

9.6 More information on Risk can be found in our Risk Disclosure Statement at our website.

By using BigONE Site and by entering into these Terms and Conditions of services, you acknowledge and agree that you fully understand and were made aware of the inherent and potential risks associated with an investment in any products or services provided by BigONE, including, but not limited to the risk of a complete loss of your funds and investment, or delays in payment or the realization of gains, associated with the provision of BigONE Services.

## **10 User Content**

### 10.1 Your Content

You are responsible for the Content that you provide or make available via the Services (“User Content”), or that other users provide or make available. BigONE will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any User Content. If your access to the Services is suspended or terminated, you will not have access to the User Content.

## 10.2 Sharing of Content

If you enable the features that allow you to share User Content with others, anyone you've shared User Content with (including the general public, in certain circumstances) may have access to your User Content.

## 10.3 License of User Content

You hereby grant BigONE and its contractors the right to use, modify, adapt, reproduce, distribute, transmit, display and disclose User Content as reasonably necessary to provide the Service or as otherwise permitted by these Terms. You represent and warrant that:

(a) you have all the rights in the User Content that you provide necessary for you to use the Service and to grant the rights in these Terms; and

(b) the storage, use, display, reproduction, distribution, modification, adaptation or transmission of such User Content doesn't violate any law or these Terms.

## 10.4 Rights and Responsibility

Your rights:

(a) **Right to transparency:** Customers have the right to access clear and transparent information about the fees, charges, and terms of use associated with the services offered by BigONE. This includes information about the custody of their digital assets and how these assets are being safeguarded.

(b) **Right to privacy:** Customers have the right to privacy and confidentiality of their personal information and digital assets. BigONE should be committed to protecting the privacy of its customers and complying with all relevant data protection laws and regulations (AIFC and Kazakhstan).

(c) **Right to fair treatment:** Customers have the right to be treated fairly and without discrimination based on their gender, race, religion, nationality, or any other characteristic. BigONE should ensure that its policies and practices are fair and non-discriminatory.

(d) **Right to security:** Customers have the right to expect that their digital assets are kept secure while under custody with BigONE. This includes measures to protect against theft, loss, and unauthorized access.

(e) **Right to withdrawal:** Customers have the right to withdraw their digital and or

fiat assets from BigONE at any time, subject to any applicable fees and charges.

(f) **Right to dispute resolution:** Customers have the right to a fair and timely resolution of any disputes that may arise in connection with their use of BigONE's services. This includes access to a dispute resolution mechanism that is transparent, impartial, and independent.

(g) **Right to customer support:** Customers have the right to access customer support and assistance from BigONE, including help with account setup, digital asset trading, and custody.

You will:

(a) be solely responsible for the nature, quality and accuracy of the User Content;

(b) ensure that the User Content (including the storage or transmission thereof) complies with these Terms and any and all applicable laws, and regulations;

(c) promptly handle and resolve any notices and claims relating to the User Content, including any notices sent to you by any person claiming that any User Content violates any person's rights, such as take-down notices pursuant to the Acting Law of the AIFC and any other notices; and

(d) maintain appropriate security, protection and backup copies of the User Content, which may include, your use of additional encryption technology to protect the User Content from unauthorized access.

#### 10.5 Inappropriate Content

You will not store or transmit inappropriate User Content, including any User Content:

(a) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise

objectionable material of any kind or nature,

(b) containing any material that encourages conduct that could constitute a criminal offense, or

(c) that violates the intellectual property rights or rights to the publicity or privacy of others;

(d) containing or that uses software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs,

cancelbots, or spyware; or

(e) that harms, threatens, or harasses another person, organization, or BigONE.

## **11. Confidentiality and Intellectual Property**

11.1 This Service(s), BigONE Services, and BigONE's proprietary software, as well as all associated intellectual property rights, including but not limited to text, content, graphics, inventions, patents, patent applications, trademarks, trade names, logos, copyrightable materials, images, designs (including the "look and feel" of the Services and any part thereof), specifications, methods, procedures, information, know-how, algorithms, data, technical data, interactive features, source and object code, files, interface, GUI, and trade secrets, whether or not registered and/or capable of being registered (collectively referred to as "Intellectual Property"), are protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the AIFC and other jurisdictions.

You are prohibited from engaging in any act that involves copying, distributing, displaying, publicly performing, making available to the public, emulating, reducing to human-readable form, decompiling, disassembling, adapting, sublicensing, making any commercial use of, selling, renting, lending, processing, compiling, reverse-engineering, combining with other software, translating, modifying, or creating derivative works of any material that is subject to BigONE's proprietary rights, including its Intellectual Property, either on your own behalf or on behalf of anyone else, in any manner or by any means, except where expressly permitted in the Terms.

The Service(s) is/are also protected as a collective work or compilation under AIFC copyright and other laws and treaties.

All individual articles, columns, and other elements making up the Service(s) is/are also copyrighted works. The User agrees to abide by all additional copyright notices or restrictions contained in the financial data provided.

11.2 The User acknowledges that the financial data has been developed, compiled, prepared, and revised by BigONE and others (including certain other information sources) through the application of scientific methods and standards of judgment developed and applied through the expenditure of substantial time, effort, t

and money and constitutes valuable intellectual property and trade secrets of BigON, as set out in this section.

11.3 The User agrees to protect the proprietary rights of BigONE during and after the term of these Terms and to comply with all reasonable written requests made by BigONE or its suppliers of content, equipment, or otherwise to protect their and others' contractual, statutory, and common law rights.

11.4 The User agrees to notify BigONE in writing promptly upon becoming aware of any unauthorized access or use of data or Intellectual Property (as outlined in paragraphs above) by any party.

11.5 The User agrees and understands that BigONE maintains and retains records of all information, activities, and communications relating to the User's BigONE Account, and use of BigONE according to the laws and regulations of the Astana International Financial Centre.

11.6 BigONE hereby grants the User, whether an individual or a corporation, a limited, non-exclusive, and non-transferable license to access and use the Service(s) for legal purposes and as otherwise permitted by the Terms and Conditions of service. This license allows the User to access and use the information, including financial information, provided through the Service(s) solely for the purposes outlined in the Terms and Conditions of service. However, this license does not authorize or permit the User to:

The User is expressly prohibited from engaging in any resale or commercial use of the Service(s), or any contents of materials or information concerning the Service(s), including without limitation any financial information, as well as any collection and use of any listings, descriptions or prices related to such materials or information. The User is also prohibited from making any derivative use of the Service(s) or such contents or information, except as expressly set forth in the Terms and Conditions of service. Additionally, the User is prohibited from downloading or copying account information for the benefit of another person or entity, or using data mining, robots, or similar data gathering and extraction tools in connection with the Service(s).

Except as expressly approved in writing by BigONE at its sole discretion and consistent with the Terms and Conditions of service, the User shall not engage in the

following activities:

(a) sell, resell, sublicense, assign, share or otherwise allow the use of the Service(s), or any contents of materials or information concerning the Service(s), by or for the benefit of any other person, entity or group;

(b) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Service(s), or any part thereof, except to the extent permitted by applicable law;

(c) download, copy, modify, publish, transmit, create derivative works from, or in any way duplicate, replicate, extract, or transfer any content or information concerning the Service(s) or made available through the BigONE Platform, including without limitation the financial information;

(d) use or utilize the Service(s) or materials or information concerning the Service(s) for any purpose other than as expressly provided by BigONE in connection with the Service(s);

(e) assign or grant a sublicense of your rights to use the Services, grant an interest in or over your rights to use the Services, or otherwise transfer any part of your rights under these Terms.

If BigONE provides you access to any of the Services (for example, a mobile app) in return for a fee, this license is conditioned on your payment of the fees due.

In connection with the Terms and Conditions of services, and the User's use and utilization of the information, including and without limitation to the financial information derived from BigONE service, BigONE might provide, and the User might receive, certain "Confidential Information" concerning one or more businesses, products, materials and/or services of BigONE.

The User acknowledges and accepts that such BigONE Platform / BigONE Site Items are highly valuable proprietary materials, owned by BigONE.

No title to or ownership of any proprietary rights related to the Services is transferred to you pursuant to these Terms. All rights not explicitly granted to you under these Terms are reserved by BigONE.

The User agrees to hold at all times (notwithstanding any termination or expiration of the Terms and Conditions of services) BigONE Platform / BigONE site

Items in strict confidence and not disclose to any third party any BigONE Platform / BigONE site Items, unless:

- (a) approved in writing by us, or
- (b) for the purposes of using the BigONE Platform / BigONE Site and related services.

## **12. License**

12.1 Unless otherwise specified in the section on "Confidentiality and Intellectual Property," the User does not obtain any rights or licenses, expressed or implied, in or to any data or materials contained on the BigONE Platform or BigONE Site or accessible through related services.

12.2 If the User opts to download content from the BigONE Platform/BigONE Site or via the related services, the User must comply with the Terms and Conditions of services. BigONE allows such download only for personal, non-commercial use, as stipulated in the Terms and Conditions of services. It is to be noted that any such download does not confer any other rights to the User.

## **13. BigONE Trademarks and Feedback**

13.1 BigONE grants you no license or consent to use or display or use in any manner BigONE's trademarks, service marks, logos or slogans. In the event that you provide comments, suggestions and recommendations to us with respect to the Services (including modifications, enhancements, improvements or suggested changes to the Services, or any feature or function of the Services) (collectively, "Feedback"), you hereby grant us and our affiliates a universe-wide royalty-free irrevocable, perpetual license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, publicly perform and otherwise exploit such Feedback without restriction, including in connection with the Services and any updates, extensions or successive versions of the Services.



## 14. Amendments to the Terms

14.1 BigONE reserves the right to modify the Terms at its discretion. Clients will receive notification via email broadcast within **5 (five) business days** before the amendments become effective. It is your responsibility to agree to the amendments (via e-signature or SMS) once they become effective. If you do not agree to the amendments, all business relationships with you will be terminated. You may view the most up-to-date version of the Terms and Conditions of services on the BigONE website. Additionally, all notifications will be published in the BigONE's website in the Notifications tab (hyperlink: [www.bigone.kz / notifications](http://www.bigone.kz/notifications)).

14.2 We reserve the right, at our sole discretion, to update, change or replace any part of the Terms and Conditions of services by posting updates and changes to the Service(s). It is the User's responsibility to check the BigONE Platform / BigONE Site periodically for changes.

14.3 The User's continued use of or access to the BigONE Platform / BigONE Site following the posting of any changes to the Terms and Conditions of services constitutes acceptance of those changes.

14.4 Please note that in the event that the Terms should be amended to comply with any legal requirements, such amendments may take effect immediately and without any prior notice, as may be required by law.

## 15. Contact

15.1 If you have any inquiries or remarks regarding the Terms or the Use, please feel free to contact us via email at [cs@bigone.net](mailto:cs@bigone.net).

15.2 We will endeavor to respond to your message within a period of 7 (seven) business days.

## 16. Notices

16.1 Except as otherwise specified in these Terms, all notices hereunder shall be in writing and shall be effectively given upon:

- i. personal delivery,
- ii. delivery of certified or registered mail, or by courier service,
- iii. the first business day after sending by email.

16.2 Notices shall be deemed to have been given, delivered and received upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of delivery identified by the applicable postal service on any return receipt card or confirmation by courier service, even if such delivery was refused.

16.3 Notices to you will be addressed using the contact information you provided to us in connection with your account. Notices to us will be addressed to us at our contact information below.

16.4 Either party may update their contact information for notice purposes by giving the other party appropriate notice under this Section “Notices”.

Address of Bigone Investments Ltd. Private company for notices:

[Bigone Investment Ltd. Private company]

Business Identification Number (BIN) No. 23[12 digits BIN]

[ ] Mangilik Yel Avenue, Office No., Astana city, Kazakhstan

Email: [cs@big.one](mailto:cs@big.one)

16.5 You are responsible for providing valid email address and mobile number for communication with BigONE and keeping your email address and mobile number up to date in your BigONE Account profile in order to receive any notices or alerts that we may send you.

## **17. Third Party Services and Non-BigONE Applications**

### 17.1 Links to other sites and optional tools

The BigONE Platform may include hyperlinks to other third-party (*services providers, suppliers, partners, state authorities and/or regulators*) sites and resources. It is important to note that these links are provided for informational purposes only and do not imply endorsement or approval by us of any linked websites or the information contained therein. We have no control over the contents of those sites or resources.

We reserve the right to grant the User access to third-party tools, which are not

monitored or controlled by us. The User recognizes and agrees that access to such tools is provided "as is" and "as available," without any express or implied warranties, representations, or conditions of any kind, and without any endorsement by us.

We shall not be held liable for any claims or damages arising from the User's use of optional third-party tools. The User acknowledges and agrees that any use of optional tools provided through the Service(s) is at their own risk and discretion, and that they are solely responsible for familiarizing themselves with the terms and conditions set forth by the relevant third-party provider(s).

We reserve the right to offer new services and/or features through the BigONE Platform, App or Service(s), including the release of new tools and resources. These new features and/or services will also be governed by these Terms and Conditions of service..

#### 17.2 Non-BigONE Applications.

The Services may contain features designed to interoperate with a third-party service, program, website, or Content that is provided, owned or licensed by you or a third party ("Non-BigONE Application"). To use such features, you must procure Non-BigONE Applications from the providers of such Non-BigONE Applications and may be required to grant us access to your account on the Non-BigONE Applications. If you enable a Non-BigONE Application for use with the Services, you grant us permission to allow the provider of that Non-BigONE Application to access your information and End User Data as required for the interoperation of that Non-BigONE Application with the Services. We are not responsible for any disclosure, modification or deletion of Content or End User Data resulting from access by a Non-BigONE Application.

If the provider of a Non-BigONE Application ceases to make the Non-BigONE Application available for interoperation with the corresponding Services features on reasonable terms, we may cease providing those Services features without entitling you to any refund, credit, or other compensation.

#### 17.3 Third Party services

In connection with your use of the Services, you may be made aware of or offered services, Content, features, products, Non-BigONE Applications, linked to through certain third-party DATFs, websites, offers and promotions provided by third parties

(individually and collectively, “Third Party Services”). Such Third Party Services are independent from the Services.

You hereby acknowledge that BigONE has no control over such Third Party Services, and of further acknowledge and agree that BigONE is not responsible for the availability of Third Party Services, and does not endorse and is not responsible or liable for any goods, services, content, advertisements, products, or any materials available on and/or through such Third Part Services.

We may make Third Party Services available to you. However, our inclusion or promotion of Third Party Services does not reflect a sponsorship, endorsement, approval, investigation, verification, certification or monitoring of such Third Party Services by BigONE. Your acquisition of Third Party Services, and any DATF of data between you and any non-BigONE provider, is solely between you and such provider. BigONE does not warrant Third Party Services in any way.

Under no circumstances will we have any liability for Third Party Services. Use Third Party Services at your own risk, and under terms and conditions between you and the provider of Third Party Services that are different from the provisions of these Terms.

You further acknowledge and agree that BigONE shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any goods, services, content, products or other materials available on or through any Third Party Services and/or DATFs.

Most DATFs and Third Party Services provide legal documents, including Terms and Conditions of services and privacy policy, governing the use of each such Third Party Services and DATFs, their contents and services.

It’s your responsibility to read these legal documents carefully before using any such Third Party Services or DATFs.

## **18. Passwords and Security**

18.1 You are responsible for maintaining adequate security and control of any and all login IDs, passwords, private keys, personal identification numbers (PINs), and any

other codes that you use to access the Service. You will be solely responsible for the private keys that we provide to you or that you generate for our Digital Wallets and maintaining secure back-ups. You will prevent unauthorized access to or use of the Services using your account credentials or private keys and notify us promptly of any such unauthorized access or use.

18.2 You must keep your account ID, passwords and any other account credentials confidential and not authorize any third party to access or use the Service on your behalf, unless we provide an approved mechanism for such use. You agree to notify us at [cs@big.one](mailto:cs@big.one) of any security breach of your account, system or network as soon as possible. You agree to cooperate with us in the investigation of any suspected unauthorized access to or use of the Services using your account credentials or private keys, and any security breach of your account, system, or network, and provide us with the results of any third-party forensic investigation that you undertake.

You will be responsible, and BigONE will have no liability, for all activity that takes place with your BigONE Account accessed using your account credentials, whether or not authorized by you.

## **19. Accessing BigONE Platform and BigONE site outside of AIFC Kazakhstan**

19.1 BigONE exercises control over and operates the Service(s), BigONE site, and BigONE platform, including the App, from its location in AIFC Kazakhstan. As such, it is governed by the Acting Law of the AIFC, as well as the laws of Kazakhstan, which are applicable to matters not regulated by AIFC laws and regulations.

19.2 BigONE does not warrant that the materials and information pertaining to the Service(s), BigONE site, BigONE platform, and/or Tools are suitable or accessible for use in jurisdictions other than AIFC/Kazakhstan.

19.3 If a User opts to access the Service(s) and/or Tools from outside AIFC/Kazakhstan, the User assumes full responsibility for complying with applicable foreign and local laws.

## **20. Global Storage**

20.1 You acknowledge and agree to the storage and processing of User Content

and any other personal information within the jurisdiction of the AIFC Kazakhstan. BigONE retains the right to store and process personal information outside of the AIFC/Kazakhstan.

20.2 All persona data related to our clients will be gathered, processed and stored in accordance with the Personal Data Protection Policy available on the BigONE's website [\[hyperlink to the policy\]](#) within the jurisdictions with the Adequate level for Personal Data protection – United Kingdom and Germany.

## **21. Accuracy, Completeness, and Timeliness of Information**

21.1 Occasionally there may be information on the BigONE Platform / BigONE Site or concerning the Service(s) that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, charges, processing times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information concerning the Service(s) or on any related website/platform is inaccurate at any time without prior notice (including after the User has submitted their order). We undertake no obligation to update, amend or clarify information concerning the Service(s) or on any related website/platform including without limitation, pricing information, except as required by law.

21.2 We are not responsible if information made available on the Service(s) is not accurate, complete or current. The material concerning the Service(s) is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material concerning the Service(s) is at the User's own risk.

21.3 The Service(s) may contain certain historical information. Historical information, necessarily, is not current and is provided for the User's reference only. We reserve the right to modify the contents of material concerning the Service(s) at any time, but we have no obligation to update any information concerning the Service(s). The User agrees that it is the User's responsibility to monitor changes to the information concerning the Service(s).

## **22. Disclaimer and Limitation of Liability**

22.1 User, expressly acknowledge and agree that the use of the BigONE platform and BigONE's Services is at the sole risk of the User. In no event shall BigONE, its parent companies, subsidiaries, affiliates, directors, officers, employees, agents, representatives, partners, contractors, interns, 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, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based on contract, tort (including negligence), strict liability, or otherwise, arising from the User's use of any of the Service(s) or any products obtained through the Service(s), or for any other claim related in any way to the User's use of the Service(s) or any such product, 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 Service(s) or any content (or product) posted, transmitted, or otherwise made available through the Service(s), even if advised of their possibility, except to the maximum extent permitted by applicable law.

22.2 BigONE provides the Services, including any content, data, and information related to them, "as is," "with all faults," and "as available." To the fullest extent permitted by applicable law, BigONE makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights:

(a) any warranty that the Services will be uninterrupted, error-free, free of viruses, worms, or any other harmful components, or that the content will be secure and not lost or damaged is specifically disclaimed.

(b) any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement is also disclaimed.

(c) there is no warranty regarding the quality of products and services provided by third-party services and/or DATFs.

(d) no warranty arises out of any course of performance, course of dealing, usage of trade or use of Services.

BigONE makes no warranty or representation and disclaims all responsibility and liability for:

(a) the completeness, accuracy, availability, timeliness, security, usefulness, effectiveness or reliability of the Services, or any content, data, results or other information obtained or generated by BigONE and/or any user related to your or any user's use of the Service;

(b) BigONE shall not be liable for any harm to your computer system or mobile or electronic equipment, loss of data, or other harm that results from your access to or use of the Services or any content;

(c) BigONE makes no warranty as to the ability to store or to transmit any content and other communications maintained by the Services;

(d) BigONE does not warrant that the Services will meet your requirements and/or expectations;

(e) BigONE does not warrant that the Services will be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from BigONE, its affiliates, related companies, officers, directors, employees, agents, representatives, partners, or licensors (collectively, the "released entities"), or through the Services, shall create any warranty or representation.

22.3 BigONE's total aggregate liability to you for any individual claim or series of connected claims for losses, costs, liabilities or expenses which you may suffer arising out of, or in connection with, any breach by BigONE of this Agreement shall be limited to a maximum aggregate value of the combined value of the Digital Assets and Fiat currency on deposit in your Fiat currency Wallet and your Digital Assets Wallet at the time of the relevant breach by BigONE.

Where we are considering a specific claim relating to a specific transaction this sum shall be further limited to the purchase/sale amount (as relevant) of the transaction in dispute.

22.4 In addition to the liability cap at Section of Disclaimer and Limitation of Liability above, in no event shall we, our affiliates or service providers, or any of our or their respective officers, directors, agents, employees or representatives, be liable



for any of the following types of loss or damage arising under or in connection with these Terms or otherwise: a. any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and / or any actual or hypothetical trading losses, whether direct or indirect, even if we are advised of or knew or should have known of the possibility of the same.

This means, by way of example only (and without limiting the scope of the preceding sentence), that if you claim that we failed to process a buy or sell transaction properly, your damages are limited to the amounts defined in section 4.3 of these Terms, and that you may not recover for any "loss" of anticipated trading profits or for any actual trading losses made as a result of the failure to buy or sell;

- any loss of, or damage to, reputation or goodwill; any loss of business or opportunity, customers or contracts; any loss or waste of overheads, the management or other staff time; or any other loss of revenue or actual or anticipated savings, whether direct or indirect, even if we are advised of or knew or should have known of the possibility of the same;
- any loss of use of hardware, software or data and / or any corruption of data; including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of digital currency price data; any error or delay in the transmission of such data; and /or any interruption in any such data; and
- any loss or damage whatsoever which does not arise directly as a result of our breach of these Terms (whether or not you are able to prove such loss or damage).
- BigONE is not responsible for operation of the underlying protocols of Digital Assets and BigONE makes no guarantee of their functionality, security, or availability; and if a fork occurs, BigONE may temporarily suspend the Services relating to the Digital Assets affected, and BigONE may decide not to support the forked protocol entirely or may not configure its Services to enable you to transfer the affected Digital Assets.
- If this Disclaimer and Limitation of Liability section is deemed to conflict with any other section of these Terms, Disclaimer and Limitation of Liability section supersedes the other section.
- BigONE may, at its sole discretion and without an obligation to do so, correct,

modify, amend, enhance, improve and make any other changes to the Services at any time or to discontinue displaying or providing any content or features. You will be notified via a written notification (via email broadcast) about any amendments beforehand (at least 5 business days). Then you will have an obligation to put the e-signature or sign via SMS that you are agree with the amendments. Additionally, all notifications will be published in the BigONE's website in the Notifications tab (hyperlink: [www.bigone.kz / notifications](http://www.bigone.kz/notifications)).

- You agree and acknowledge that the use of the Services, including the transfer of any payment or Digital Assets through the Services and/or your use of the DATF and/or of any Digital Assets from the DATF(s), is entirely, or otherwise to the maximum extent permitted by applicable law, at your own risk. Further, you agree and acknowledge that BigONE, its subsidiaries or affiliates shall not be responsible or liable whatsoever, directly or indirectly, for any charges or fees incurred by the issuing bank nor from the credit or debit card company.
- As with any asset, the value of Digital Assets or any investment products can go up or down and there can be a substantial risk that you lose money buying, selling, holding, or investing in them. You should carefully consider whether trading or holding Digital Assets or any investment products is suitable for you in light of your financial condition and seek professional independent advice before making any investment decision. For the avoidance of doubt, BigONE does not make any guarantees of profitability, short term or long term results, functionality, efficiency, convenience or fitness for the purposes intended by the User from usage of the BigONE Platform. There are also no guarantees of currency DATF profitability.
- You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the BigONE Platform. Examples offered herein (*such as successful trading pictures/screenshots and or deals types*) are for educational purposes only. Accordingly, in no event will BigONE, its related entities, or its and their respective owners, agents, officers or employees be liable to you or anyone else for any decision made or action taken in reliance on the information contained on BigONE Site / BigONE platform or for any consequential, special or similar damages, even if advised of the possibility of such damages.

- . Any communication from BigONE personnel relating to the operation of BigONE platforms only intended for informational purposes, for consideration by Users and their financial representatives or advisors based on their independent assessments.
- Unique trading experiences and past performance do not guarantee future results. No results are guaranteed, whether or not in relation to unique trading experiences and past performance. Before exchanging financial values of currencies on a live account, the User should review the strategy in detail or in simulation mode and speak with the User's professional financial representative or advisor to ensure that the strategy is suitable for the User's investment profile.
- Presentations, discussion, illustrations, or suggestions from the BigONE Platform support staff do not constitute any binding promises or investing or trading advice. Support is only available according to the technological and linguistic variables over which BigONE platform has no control and for which BigONE does not assume any responsibility.
- The BigONE names and logos and all trademarks, trade names and other intellectual property related thereto appearing on BigONE Site / BigONE Platform are the property of BigONE and its related entities and cannot be used without BigONE's express prior written approval.

### **23. Cost of Service(s) and assets storage**

23.1 By accepting these Terms and Conditions of services, the User agrees that part of the funds on their BigONE Platform account managed pursuant to the Service(s) will be transferred away from their account in the amount corresponding to the cost of service, as described in the fee schedule available on our website.

23.2 You will be notified of any changes in advance through our announcements page, email or SMS. Upon receiving such notification, it is your responsibility to review the amended fee schedule. If you continue to use BigONE's Site after receiving a notice of changed fee schedule, it means that you accept and agree to the changes. You authorize us to charge or deduct Digital Assets from your BigONE Account for any applicable fees owed in connection with transactions you complete using BigONE's Services.

23.3 You agree and understand that your acceptance of these Terms and

Conditions of services is considered to be your acceptance of our fee schedule. We reserve the right to change, modify, or increase our fee schedule at any time. You further agree and understand that by logging into your account and/or authenticating to our API with your API key and using BigONE following any change to our fee schedule, you are agreeing to accept our new fee schedule.

## **24. Product Updates, Changes to the Service and Prices**

24.1 BigONE reserves the right to modify, correct, amend, enhance, improve, or discontinue, temporarily or permanently, the Service (or any part thereof).

You will be notified in written via email broadcast to the email address provided during the registration stage beforehand at least **5 (five) business days** before these amendments take full force.

Once amendments come into full force you will have an obligation to accept it via putting e-signature or via SMS.

Prices for the Service(s) are subject to change with the prior notice. Such notification will be published at the company's website and you will receive the written notification at least **5 (five) business days** before these amendments take full force. By using the Service(s), you agree that BigONE shall not be liable to you or any third party for any modification, price change, suspension, error, malfunction, or discontinuance of the Service (or any part thereof).

24.2 BigONE reserves the right to deploy unscheduled updates, changes or enhancements to the Service at any time at its sole discretion. The functionalities or features of the Service may be added or removed, and the Service may be discontinued entirely.

Depending on your device settings, the App or software may be automatically updated to new versions, or you may check for new versions periodically in your mobile app store or on the BigONE's website.

You will be notified in written via email broadcast to the email address provided during the registration stage beforehand at **least 5 (five) business days** before these amendments take full force.

Once amendments come into full force you will have an obligation to accept it via

putting e-signature or via SMS.

## **25. Availability**

25.1 The availability and functionality of the Service are contingent upon various factors, including but not limited to communication networks, software, hardware, BigONE's service providers and contractors, and Third-Party Services.

25.2 BigONE makes no warranty or representation as to the continuous operation, uninterrupted availability, or error-free performance of the Services. Moreover, BigONE does not guarantee that the Services will be immune from unauthorized access or free from any disruptions or interruptions.

## **26. AML Policy and Sanctions Regime**

26.1 We operate under the AIFC Anti-Money Laundering, Counter-Terrorist Financing and Sanctions Rules (AIFC Rules No. FR0008 of 2017), which mandates the acquisition, verification, and documentation of personal information for all account holders. To fulfill these requirements, we will request the full name, residential address, date of birth, and other relevant information from each account holder. Further details regarding our collection and use of personal information are available in our Privacy Policy.

26.2 You agree, represent, and warrant that all funds in your account, your source of wealth, or funds deposited or to be deposited by you in the future on BigONE, are not the direct or indirect proceeds of any criminal or fraudulent activity.

26.3 In the event that BigONE is required to comply with applicable AML and sanctions requirements, we reserve the right to take necessary actions with respect to the funds associated with your BigONE Account, including but not limited to:

- (i) freezing the funds in your account;
- (ii) suspending your account;
- (iii) terminating your account;
- (iv) returning funds to the destination of their origin or to an account specified by authorities; or
- (v) requiring you to withdraw funds from your account within a specified period of time.

26.4 We hereby declare that we shall not be held accountable for any losses, whether direct or indirect, that you may incur as a result of our compliance with applicable laws and regulations, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

## **27. Suspension and Termination**

All provisions of these Terms and Conditions of services, which by their nature extend beyond the termination or expiration of these Terms and Conditions of services, including, but not limited to, sections pertaining to:

- Disclaimer and Limitation of Liability
- User Representations and Undertakings
- User Restrictions and Unacceptable Use
- General
- Confidentiality and Intellectual Property
- License
- BigONE Trademarks and Feedback
- Suspension and Termination
- Arbitration
- Other Terms

and will continue to be binding and operate after the termination or expiration of these Terms and Conditions of services.

Termination of these Terms shall not be construed to waive or release any claim that a party was entitled to assert at the time of such termination.

The Terms and Conditions of services are effective unless and until terminated by either the User or us. The User may terminate the Terms and Conditions of services by initiating a withdrawal of all of their funds managed through the Service(s) at any time, and then by de-authorizing the Service(s) within their BigONE account once the withdrawal of the User funds is complete.

27.1 We reserve the right, to

- (i) refuse to complete, block or cancel any transaction (even after assets have

been debited from your account balance) you have authorized,

- (ii) refuse to accept new orders to buy or open new position in your account,
- (iii) freeze or lock the assets in your account,
- (iv) suspend, deactivate or cancel your BigONE Account, including accounts
- (v) beneficially owned by you or for which you are a representative with immediate effect,
- (vi) temporarily suspend or terminate your access to the Service(s), and (vi) to immediately investigate your BigONE Account, if we suspect, at any time in our sole discretion, with or without cause, and with or without notice, without incurring liability of any kind. For example, we may suspend or terminate your access to or use of the Service for:
  - a. the actual or suspected violation of these Terms;
  - b. the actual or suspected violation any applicable laws or regulations;
  - c. the use of the Service(s) in a manner that may cause BigONE to have legal liability or disrupt others' use of the Service(s), (each, a "Violation") or if:
  - d. scheduled downtime and recurring downtime, or unplanned technical problems and outages takes place;
  - e. we are required to do so by a regulatory authority or court order;
  - f. the account is, or is related to any account that is, subject to any pending litigation, investigation, or governmental proceeding;
  - g. we believe someone is attempting to gain unauthorized access to the account or we suspect the BigONE Services are being used in a fraudulent or unauthorized manner;
  - h. the account has not been accessed in three years or more. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your BigONE Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that we are under no obligation to disclose the details of its risk management and security procedures to you.

User will remain liable for all amounts due up to and including the date of

termination; and/or accordingly may deny the User access to the Service(s) (or any part thereof).

You are responsible for any fees, costs, expenses, charges, or obligations associated with the closing of your BigONE Account. If the costs of closing of your BigONE Account exceed the value in your account, you agree to reimburse us.

In the case that we will identify that you violated any rules established under the company and or acting laws of AIFC and/or the Republic of Kazakhstan we have the full right to undertake incident investigation measures.

Investigation might be undertaken within **2 (two) months** as of the day when a violation was identified. An investigation shall be finished within **2 (two) months**.

The person has the right to provide written and oral explanations, provide the evidence, call the witnesses, or reject to do so.

The decision about the type of penalty and its scope shall be accepted by the management of the company. Investigation materials shall be considered at least by **3 (three) persons** holding management positions within the Company.

A person shall be notified about the date and place of investigation materials consideration at least **5 (five) business days** beforehand. Absence of a client is a not an obstacle to consider the violation materials.

The consideration might be undertaken on the online as well as offline basis, audio and video recording shall be undertaken. Such records shall be saved within the **6 (six) years as of the date when consideration was completed**. Consideration of investigation materials shall be finished within **1 (one) month**.

We will send a written notification about the results of the investigation and accepted decision. You will have **15 (fifteen) business days** as of the day when the notification was received by you to appeal this decision to the AFSA and/or AIFC Court.

You agree that if the management of BigONE determines that you have committed a Violation, we have the right to debit from your BigONE Account any damages suffered by us as a result of the Violation.

The limit of the client's responsibility is limited by the sum of **5 000 (five thousand) US Dollars**. If the sum of the damage caused by your violation action more than the sum mentioned above BigONE shall prepare and send the claim to the court of AIFC.



You agree to be obligated to respond to any requests in writing that you receive from us in relation to investigating your account or transactions or any other information request initiated pursuant to these Terms and Conditions of services within the time frame defined in the request.

If we refuse to complete your transaction or suspend your BigONE Account, we will lift the suspension or complete the transaction as soon as reasonably possible once the reasons for refusal or suspension cease to exist. However, we are not obligated to allow you to reinstate a transaction at the same price or on the same terms as the suspended, reversed or canceled transaction.

If we suspend or close your BigONE Account or terminate your use of BigONE Services for any reason, you will be required you to re-complete account verification before permitting you to transfer or withdraw your assets.

27.2 Additionally, BigONE may at any time, at its sole discretion, cease the operation of the Service or any part thereof, temporarily or permanently.

You will be notified in written regarding the amendments/ editions via email broadcast to the email address provided during the registration stage beforehand at **least 5 (five) business days** before these amendments take full force.

Once amendments come into full force you will have an obligation to accept it via putting e-signature or via SMS

You agree and acknowledge that BigONE does not assume any responsibility or liability with respect to, or in connection with the termination of the Service and/or loss of any data.

If your account is terminated, we will return your Digital Assets/Fiat Currency to the address/bank account provided by you upon receiving written notice from us, unless we are instructed by the authorities not to release your funds, less the value of any withdrawal fees, trading fee discounts, rebates, and/or damages that we are entitled to pursuant to these Terms and Conditions of services.

## **28. Taxes**

28.1 BigONE **does not provide tax advice**. The User agrees that they will determine any tax implications associated with use of, and any transactions made

using the Service(s). Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, accessible by any jurisdiction whatsoever (collectively, "Taxes").

28.2 You are responsible for paying **all Taxes associated with your** investment activity. The User is solely responsible for all tax consequences. The User should consult an accountant, lawyer or tax authorities in their jurisdiction to determine any tax consequences. The Indemnifications referenced above extend to all such tax consequences.

28.3 If we have the legal obligation to pay or collect Taxes for which you are responsible, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for Taxes assessable against us based on our income, property and employees ("BigONE Taxes").

28.4 If applicable law requires you to withhold BigONE Taxes from your payment(s) to BigONE, you will provide reasonable assistance to BigONE in connection with such BigONE Taxes by:

- (a) promptly providing BigONE with valid tax receipts and other required documentation evidencing your payment of such BigONE Taxes; and
- (b) assisting BigONE in filing applications to reduce such BigONE Taxes

## **29. Indemnification**

29.1 You BigONE and the Client shall indemnify each other from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to any breach of this Terms of Use, or any action or inaction by the indemnifying party that causes damage to the other party.

29.2 The Client may indemnify BigONE, only if such claim or liability does not arise on the direct or indirect fault of BigONE. In such case, the Client shall be responsible for any and all costs and expenses associated with the defense of any claim or demand against BigONE, including reasonable attorney's fees.

29.3 This indemnification shall survive termination of this Terms of Use and shall be binding upon the parties and their respective heirs, legal representatives,

successors, and assigns.

29.4 The parties agree that any dispute arising out of or related to this indemnification provision shall be subject to the dispute resolution provisions of this Terms of Use.

### **30. Governing law**

30.1 These Terms shall be governed by, subject to, and interpreted in accordance with the laws of the AIFC and corresponding laws of the Republic of Kazakhstan which apply in part to matters **not governed** by the acting laws of AIFC, each without regard to conflict of laws principles.

30.2 The Terms and Conditions of services and any separate agreements whereby we provide the User Service(s) shall be governed by and construed in accordance with the laws of the AIFC and the laws of the Republic of Kazakhstan which apply in part to matters not governed by the AIFC law.

### **31. Dispute Resolution**

31.1 Any dispute, whether contractual or non-contractual, arising out of or in connection to this contract, including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the AIFC Court.

The language to be used in the proceedings shall be English. This contract is governed by the Acting Law of Astana International Financial Centre.

### **32. Interpretation**

The terms 'include' and 'including' will be deemed to be immediately followed by the phrase "without limitation". These Terms do not confer any rights or benefits to any third-party beneficiaries. The headings appearing at the beginning of sections have been inserted for identification and reference purposes only and must not be used to construe or interpret these.

Terms. The word "will" express an obligation equivalent to "shall". These Terms will not be construed in favor of or against any party by reason of the extent to which any party participated in the preparation of these Terms. We each agree to contract

in the English language.

Notwithstanding any other provision of these Terms and Conditions of services, any translation of these Terms and Conditions of services is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to their definitions and interpretations in the English language. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right.

### **33. Complaints handling**

33.1 BigONE contact point and the Client complaints handling and disputes policy can be found on our website [\[insert the hyperlink to the bigone.kz/complaints\]](#).

33.2 When receiving a Complaint from you we reserve the right to obtain information about the Complaint sufficient to ensure the Complaint can be properly handled and to have a reasonable time to resolve or to investigate the complaint.

When you send your Complaint, please provide as much detail as possible about the cause of your complaint. It's important that you also indicate how you would like us to resolve the issue to your satisfaction and your rationale for this outcome.

When investigating your Complaint, we will consider the subject matter of your Complaint, the evidence you have provided and the evidence on our records. In some circumstances we may contact you for further clarification to your submission and will do our best to respond within a timely period.

33.3 You acknowledge and agree to complete the Complaint resolution process before contacting any regulatory bodies, or filing for arbitration.

33.4 Our Complaints handling procedures are available free of charge to any User on request.

33.5 Customers and individuals who are aggrieved about the services or products offered by BigONE or their staff may complain to the AFSA, independent financial regulator of the Astana International Financial Centre.

**To lodge a Complaint to the AFSA contact at:**

**Phone number: +7 7172 64 72 60;**

**Email address: [fintechlab@afsa.kz](mailto:fintechlab@afsa.kz) ;**

**Office: AFSA Office, 55/17 Mangilik Yel Avenue, Block C 3.2, Astana city,**

#### **34. Deposit, Transfer, Withdrawals and Storage standards**

34.1 You have the right to deposit the Wallet to any Digital Asset Trading Facility that is supported for transfer and storage using the Services. If You transfer any Digital Asset Trading Facility that is not supported by the Services to User's Hosted Wallet, such Digital Asset Trading Facility may be permanently lost.

You will receive a written notification to check the address and blockchain network before withdrawal and if you put "I AGREE" button it means that you have checked the target address rigorously.

You will not be entitled to receive any interest or other fees on any Digital Asset Trading Facility held in BigONE's Account.

34.2 User is required to retain a sufficient quantity of Digital Assets in User's BigONE Account and a sufficient quantity of currency necessary to satisfy any open orders (and applicable BigONE fees) in User's BigONE Account.

In addition, there may be limits on the amounts that the User is able to withdraw on a daily or other periodic basis. BigONE may require User to verify that any External Account to which User seeks to transfer Digital Asset Trading Facility is not associated with any illegal activity.

User hereby authorizes BigONE, and third parties involved in the process to use User's Hosted Wallet to send to any External Account specified by User using the Services, the number of Digital Asset Trading Facility specified by User using the Services. BigONE and third parties involved in process is not able to reverse any transfers and will not have any responsibility or liability if User has instructed BigONE and third parties involved in process to send Digital Asset to an address that is incorrect, improperly formatted, erroneous or intended for a different type of Digital Asset. The User must also take into account the limits and requirements provided for by the rules and laws of the AIFC. The proposal is that an Authorised Digital Asset Trading Facility must maintain effective systems and controls to ensure that an User using its service does not invest, in respect of Digital Assets in aggregate calculated over a period of one month, an amount which exceeds the greater of:

USD 1,000 (one thousand) or equivalent; or

b. the lesser of

i. 10% (percent) of the annual income; or

ii. 5 % (percent) of the net worth of such Retail Client (excluding the value of the primary residence), up to a maximum aggregate amount of USD 100,000 (one hundred thousand) or equivalent.

The **maximum size** of funds (per Client/Investor) up to which the Client Money Accounts are permitted to be deposited and/or refilled is reflected in the table below:

	Natural Person	Body Corporate
<b>Retail Client</b>	<p>USD 1,000 (one thousand) per 1 (one) month or equivalent; or</p> <p>b. the lesser of</p> <p>i. 10% (percent) of the annual income; or</p> <p>ii. 5 % (percent) of the net worth of such Retail Client (excluding the value of the primary residence), up to a <b>maximum aggregate amount of USD 100,000 (one hundred thousand)</b> or equivalent.</p>	
<b>Net assessed professional client</b>	<p>(a) the Client has <b>net assets*</b> of at least <b>USD 100,000</b>; and</p> <p>either:</p> <p>(i) BigONE assesses the Client, on reasonable grounds, to have sufficient experience and understanding of relevant Financial Products, Financial Services, Transactions, and any associated risks; or</p> <p>(ii) the Client works or has worked in the previous <b>2 (two) years</b> in an Authorised Firm or any</p>	<p>(a) BigONE assesses the Body corporate (which may involve assessing an individual or individuals authorised to make investment decisions on behalf of the Body corporate), on reasonable grounds, to have <b>sufficient experience and understanding</b> of the relevant Financial Products, Financial Services, or Transactions and any associated risks; and</p> <p>(b) the Undertaking has its</p>

	other authorised or regulated financial institution, including a bank, securities firm, or insurance company, in a position that requires knowledge of the type of Financial Products, Financial Services or Transactions envisaged	own funds of at least <b>USD 1</b> million.
<p><b>*Net assets means</b> - assets calculated under the article 2.5.2 AIFC Conduct of Business Rules.</p> <p>Calculation of an individual Client's net assets: (a) must exclude the value of the primary residence of the Client; and (b) may include any assets held directly or indirectly by the Client.</p>		

The maximum size of aggregated funds of Clients that BigONE as a FinTech Lab Participant is permitted to hold without ensuring compensation arrangement (which can be, for instance, in the form of performance assurance or guarantee) at any given instance for the purpose of Testing the FinTech Activities is:

a) for Retail Clients and Investors:

1. (i) 200,000 (two hundred thousand) USD or equivalent; or

b) for Professional Clients Investors:

1. (i) 5,000,000 (five million) USD or equivalent; or

Users agree that BigONE will hold and storage Digital Assets belonging to its customers in the next manner:

Wallet's type	Percentages
Unhosted Wallets (Cold wallets)	90 (ninety) percent
Hot wallets	10 (ten) percent

### 35. Other Terms

35.1 The User acknowledges and agrees that they are solely responsible for

obtaining and maintaining all computer hardware, software, communications equipment, and access lines necessary to access the Service(s) and/or Tools. The User shall bear all costs and expenses associated with such equipment and resources, as well as their rights and obligations under the Terms and Conditions of service and the Service(s). BigONE shall not be held liable for any interruption or failure attributable to such computer hardware, software, communications equipment, access lines, or any third-party hosting sites or platforms utilized by BigONE.

35.2 These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between BigONE and you.

35.3 BigONE may assign its rights and obligations hereunder and/or transfer ownership rights and title in the Service(s) to a third party. You will receive written notification in this case. Notification will be sent at least **5 (five) business days** before amendments or editions will take into full force. Once amendments take full force you need to sign it via e-signature or via SMS confirmation system. Your rights and obligations under the Terms are not assignable. Any attempted or actual assignment thereof without BigONE's prior explicit and written consent will be null and void. In the event that we are acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

35.4 If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

35.5 No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

35.6 Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

35.7 These Terms constitute the entire terms and conditions between you and BigONE relating to the subject matter herein and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations,



covenants or representations, whether written or oral, between BigONE and you, including, without limitation, those made by or between any of our respective representatives, with respect to the Service. You agree that you will make no claim at any time or place that these Terms have been orally altered or modified or otherwise changed by oral communication of any kind or character. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure or duty of disclosure of BigONE in entering into these Terms.

#### 35.8 Entire Agreement

These Terms, including the Privacy Policy and other terms, policies and guidelines incorporated by reference, constitute the entire agreement between you and BigONE and govern your use of the Service, superseding any prior agreements between you and BigONE with respect to the Service.

#### 35.9 No third-party beneficiaries; Assignment.

BigONE and you are not legal partners or agents of each other. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

You may not assign or delegate these Terms, your obligations, rights or responsibilities. Any attempt by you to do so is void. BigONE may assign or delegate these Terms, its obligations, rights and responsibilities, in whole or in part, at any time with or without notice to you.

#### 35.10 Unclaimed Assets

If we hold your Digital Assets, and your BigONE Account remains closed or dormant for several years, and we are unable to contact you, applicable law may require us to report the Digital Assets as unclaimed property to the authorities. We will use reasonable efforts to contact you by giving you a written notice, but if we receive no response from you, we may be required to deliver any such Digital Assets to the authorities. We reserve the right to deduct administrative charges from such unclaimed funds, as permitted by applicable laws and regulations.

#### 35.11 Legal Costs

You agree to indemnify us for actual, reasonable legal costs and expenses directly related to your account or any related account that are a result of any regulatory

inquiry, legal action, litigation, dispute, or investigation whether such situations occur or are anticipated, that arise or relate to you or your use of BigONE. As a result, we will be entitled to charge your BigONE Account for such costs with preliminary written notice, including legal and enforcement related costs that we incur. Any withholding will last for a period of time that is reasonably necessary to resolve any regulatory or legal issue at hand, and we may place any amounts garnered from you in a separate account, and will pay you the remaining balance after any noted issue has been resolved. Furthermore, you agree that where such anticipated or actual actions relate to a specific asset in your account, that asset may not be transferred out of said account until the matter is resolved. We will provide copies of all invoices on request.

#### 35.12 Force Majeure

You agree and understand that in no event shall we are liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

#### 35.13 Downtime and Maintenance

You agree and understand that part of or all of BigONE Site may be periodically unavailable during scheduled maintenance or unscheduled downtime (**“Downtime”**).

We will try to send written notification about downtime beforehand (*at least 3 hours*) but there might be situations when our website met unexpected error and our technical team need a time to fix it.

For information on BigONE’s scheduled maintenance windows that BigONE is not liable or responsible to you for any please check notices on our website inconvenience or damage to you as a result of Downtime. Following Downtime, when services

resume, you understand that market conditions and prices may differ significantly from the market conditions and prices prior to such Downtime.

35.14 By accessing the BigONE website and agreeing to these Terms and Conditions of services, you acknowledge and fully understand the potential and inherent risks associated with investing in any products or services provided by BigONE. These risks include but are not limited to the risk of complete loss of your investment or funds, as well as delays in payment or gains realization. Such risks may arise from BigONE operating in a testing regulatory environment ("FinTech Lab"). By utilizing the services or products provided by BigONE, you acknowledge and assume the potential risks involved and release, waive, and agree not to sue the Astana Financial Services Authority, its officers, successors, and assigns from any claims, liabilities, legal actions for damages, losses, or costs directly or indirectly related to the activities, services, or products provided by BigONE, regardless of whether these risks were anticipated or not. Furthermore, you agree to hold them harmless in such matters. However, you may sue BigONE for all claims, liabilities, legal action for damages, losses, or costs arising out of or relating in any respect whatsoever to activities, services or products provided by BigONE.

35.15 By using the website of BigONE and by entering into this Agreement, the Client fully understand and was made aware of the inherent and potential risks associated with an investment in any products or services provided by BigONE, including, but not limited to the risk of a complete loss of Client's funds and investment, or delays in payment or the realization of gains, associated with the provision of [service] by the BigONE operating in a testing regulatory regime ("FinTech Lab").

I acknowledge the potential risks involved foreseen or otherwise, AND HEREBY UNEQUIVOCALLY AND IRREVOCABLY RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS ASTANA FINANCIAL SERVICES AUTHORITY AND ITS OFFICERS, and the respective successors and assigns of all of the foregoing from any and all claims, liabilities, legal action for damages, losses, costs directly or indirectly arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by the BigONE.



**PUBLIC DOCUMENT**

**Client Agreement**

The Client may sue the BigONE for all claims, liabilities, legal action for damages, losses, costs arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by the BigONE.

**Annex A.**
**RESTRICTED LOCATIONS**

No.	Country	Reason
1	Democratic People's Republic of Korea	Blacklist of FATF
2	Iran	Blacklist of FATF
3	Myanmar	Blacklist of FATF
4	Albania	Grey list of FATF
5	Barbados	
6	Burkina Faso	
7	Cameroon	
8	Cayman Islands	
9	Croatia	
10	Democratic Republic of Congo	
11	Gibraltar	
12	Haiti	
13	Jamaica	
14	Jordan	
15	Mali	
16	Mozambique	
17	Nigeria	
18	Panama	
19	Philippines	
20	Senegal	
21	South Africa	
22	South Sudan	
23	Syria	
24	Tanzania	
25	Türkiye	
26	Uganda	
27	United Arab Emirates	

28	Vietnam	
29	Yemen	
30	United States of America	FATCA

Updated date	09.08.2023
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