

# Terms & Conditions

This website, <http://acquirebit.com/> ("**Website**") is owned and maintained by Tactive Pty Ltd., an Australian company, with registration number ACN 640 555 764, situated at 2 Tivoli St. Paddington NSW Australia 2021. This page (together with the documents referred to on it, including any terms referred to in it) tells you the terms and conditions ("**Terms**") on which you may make use of our Website or any of the services available on the Website. Please read these Terms carefully before you start to use the Website or any of the services available on the Website.

In addition to the Terms, you should also carefully read our [Privacy Policy](#) ("**Privacy Policy**"), which sets out how we collect and use your personal information and is an integral part of these Terms.

By using our Website or any services available on the Website, you are deemed to have understood, and confirm that you accept these Terms and that you will abide by them. By agreeing to these Terms, Tactive provides you with a personal, non-exclusive, non-transferrable and limited right to enter and use the Website or any services available on the Website.

If you are using this Website or any services available on the Website as a representative of your employer, you represent to us you have the full and unfettered legal right and authority to accept these terms on behalf of, and bind, your employer and references to "**you**" in these Terms will be deemed to refer to your employer.

If you do not agree to these Terms, please refrain from using our Website or any services available on the Website. Use of our Website or any services available on the Website includes accessing, browsing or registering to use our Website or any services available on the Website.

Where any information contained on this Website or any services available on the Website are available for download or copying, these Terms apply to such information as may be downloaded or copied.

Tactive shall be entitled to modify, change, or amend the Terms at any time and shall post the amended Terms on the Website, with the date the Terms were last amended. You agree that it is your responsibility to check for any such updates from time to time. If you do not agree with any modification to the Terms your sole and exclusive remedy is to terminate your use of the Website and the services provided on the Website.

The services available on the Website allow you to buy, sell and transfer digital currencies. The digital currencies which can be bought, sold and transferred on the Website include Bitcoin and Ethereum.

## Access to our Website

Access to our Website as well as the services available on our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice.

From time to time, we may restrict access to some parts of our Website, or our entire Website, to users who have an account with us.

If you choose, or you are provided with, a user identification code, password or any other piece of

information as part of our security procedures, you must treat this information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

You are responsible for making all arrangements necessary for you to have access to our Website or any of the services available on the Website. You are also responsible for ensuring that all persons who access our Website or any of the services available on the Website through your internet connection are aware of these Terms, and that they comply with them.

Depending on your country of residence, you may not be able to use all of the functions of this Website or the services available on the Website. It is your responsibility to follow the rules and regulations of your country of residence.

## **Risks**

The trading of digital currencies involves significant risk. Prices can and do fluctuate at any time. Due to such price fluctuations, you may increase or lose value in your assets at any time. Any currency - digital or not - may be subject to large swings in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling or trading anything on a market.

Trading in digital currencies also has special risks not generally shared with conventional currencies or goods or commodities in a market. Unlike most currencies, which are backed by governments or other legal entities (fiat currencies), or by commodities such as gold or silver, digital currencies are a unique kind of currency in that it is backed by technology and trust. There is no central bank that can take corrective measures to protect the value of the digital currency in a crisis or issue more currency. Instead, digital currencies are an autonomous and largely unregulated worldwide system of currency firms and individuals. Traders put their trust in a digital, decentralised and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity.

Digital currency trading can be susceptible to irrational (or rational) bubbles or loss of confidence, which could collapse demand relative to supply. For example, confidence might collapse in a digital currency because of unexpected changes imposed by the software developers or others, government regulation, the creation of superior competing digital currencies, or a deflationary or inflationary spiral. Confidence might also collapse because of technical problems if the anonymity of the system is compromised, if money is lost or stolen, or if hackers or governments are able to prevent any transactions from settling.

There may be additional risks that Tactive has not foreseen or identified in our Terms. You should carefully assess whether your financial situation and tolerance for risk is suitable for buying, selling or trading digital currency. We use our banking providers in order to receive and make payments in relation to fiat currencies. Our banking providers do not transfer or provide any services in connection with digital currencies.

## **Disclaimer**

The information on this Website is provided by us for general information purposes only and is made available "AS IS" without any representation or warranty, either express or implied, being given as to the accuracy, completeness, timeliness, reliability or otherwise of its content. No responsibility is accepted by us for any errors or omissions or any inaccurate information on this Website.

For the avoidance of doubt, we do not provide any investment advice in connection with the services contemplated by these Terms. We may provide information on the price, range, volatility of the digital currency and events that have affected the price of the digital currency but this is not considered investment advice and should not be construed as such. Any decision to purchase, sell or transfer a digital currency is your decision and we will not be liable for any loss suffered.

The material posted on this Website, including any regulatory announcement, is not intended to amount to or provide, nor does it amount to, constitute or comprise, investment, financial, legal or other advice on any particular matter and no action should be taken or omitted to be taken in reliance on the information contained on this Website. Advice should always be sought from a suitably qualified professional in relation to any particular matter or circumstance.

To the fullest extent permitted by law, we expressly exclude, and accept no liability for, any loss or damage which may be suffered by you, or any third party, and/or which may arise from the use, or the inability to use, this Website (or any website linked to it) or the use of, or any reliance placed on, any information contained on this Website (or any website linked to it), including, but not limited to direct, indirect, consequential or other loss or damage, loss of data, loss of income, profits, contracts or opportunity, loss of goodwill or claims by third parties and whether caused by tort (including negligence), breach of contract or otherwise, even if such loss or damage was reasonably foreseeable by us.

We cannot guarantee that this Website will be available at all times or that it will be free from delays, interruptions and errors; the exclusions in the previous paragraph will extend to any claims relating to the functionality or availability or otherwise of this Website at any time or for any period.

We are making the information available on this Website as a public service and for general information purposes only, we do not intend by doing so to either directly or indirectly solicit any business or to make any offer or invitation to subscribe for, to buy or sell, or to solicit any offer or invitation to subscribe for, to buy or sell, securities or other financial instruments from or to any person, in any jurisdiction, nor is the information to be considered as, nor is it to be used to provide or form the basis for, investment advice.

The information on this Website is not intended for distribution in or into, or for use by any person or entity in, any jurisdiction where any such distribution or use would be contrary to any local law, order, directive or regulation. You should acquaint yourself with any local laws, order, directives or regulations that might apply to the use of this Website.

## **Fees**

The service provided through our Website in relation to buying or selling are subject to the rate as stipulated on our Website, available at the time of submitting your transaction.

A transaction fee applies to all transactions.

By using our Website or the services available on the Website, you accept the rate and acknowledge that we may adjust our transaction fees at any time. We will notify you of the transaction fees that apply to your transaction at the time of the transaction.

We may delay, suspend or cancel a transaction if we believe the transaction may be subject to illegal activity, fraud.

We reserve the right to delay, suspend or cancel a trade or transaction if there are technical reasons that prevent us from completing the transaction. This may be subject to reliance on a third- party supplier, where we have reasonable belief that the trade is subject to illegal activity or fraud, technical difficulties or subject to a law enforcement action.

Any payment or delivery by us to you of fiat currencies or digital currency, as applicable, shall be made after the deduction of any applicable fees, including:

- exchange fee at a rate of 5%; and
- processing fee of any Transaction (Wire transfer, Credit Card or any Alternative Payment Method) made (buy or sell) as determined by us according to the market at the time of the transaction.

The exchange fee may vary from time to time, in our sole discretion. The relevant exchange fee for each transaction shall be disclosed to you prior to the transaction taking place.

### **Maintaining your Account**

Tactive is vigilant in maintaining the security of its Website and the service available on the Website. By opening an account with us, you agree to provide us with current, accurate, and complete information about yourself as prompted by the account opening process, and to keep such information updated.

You further agree that you will not use any Account other than your own, or access any other account at any time, or assist others in obtaining unauthorised access. The creation or use of accounts without obtaining our prior express permission will result in the immediate suspension of all said accounts, as well as all pending digital currency purchase/sale offers. Any attempt to do so or to assist others, or the distribution of instructions, software or tools for that purpose, will result in the accounts being terminated. Termination is not the exclusive remedy for such a violation, and we may elect to take further action against you.

You are also responsible for maintaining the confidentiality of your account information, including your password, safeguarding your own digital currency, and for all activity including transactions that are posted to your account. If there is suspicious activity related to your account, we may, but are not obligated, to request additional information from you, including authenticating documents, and to freeze any transactions pending our review. You are obligated to comply with these security requests, or accept termination of your account. You are required to notify us immediately of any unauthorised use of your account or password, or any other breach of security. If you violate these rules your account may be terminated, and thereafter you will be held liable for losses incurred by Tactive or any user of the

Website.

## **Changes to our Website**

While we aim to update our Website regularly, we are under no obligation to do so and as the information contained on it is inherently subject to change without notice it may be out of date at any given time. You should therefore not act, or refrain from acting, on the basis of any information contained on, or obtained from, or from any publications or links to other websites provided on, this Website. You should always obtain appropriate advice where necessary from a suitably qualified professional in relation to any particular matter or circumstance.

## **Copyright and other intellectual property rights**

The information, services, products, market data, announcements, content, graphics, text, sound, images, trademarks, service marks, logos and all other materials contained on this Website (the "**Materials**"), including but not limited to the homepage and all other pages and publications, are protected by copyright, database right, trademark and other proprietary rights.

The Materials are owned and controlled by us or the party credited as the provider of the Materials, except as otherwise indicated.

No person may copy the Materials (except for one copy for personal use only, provided that all copyright and other notices contained therein are left intact), republish, redistribute, transmit, alter, edit or otherwise exploit them, in any manner for any purpose, without the express written permission of us [or our licensors]. You agree not to reproduce, duplicate copy, republish, redistribute, transmit, alter, edit re-sell or otherwise exploit any part of our Website in contravention of the provisions of these Terms, if you do so your right to use our Website will cease immediately and you must, at our option, either return or destroy any copies of the Materials you have made.

We and/or any other owners of the Materials retain all right, title, interest and intellectual property rights in and to the Materials. Nothing in these Terms shall be construed as conferring by implication, estoppel or otherwise any licence or right under any copyright, patent, trademark, database right, sui generis right or other intellectual property right or proprietary interest of us or any third party.

All other trademarks, service marks or logos contained on this Website are the property of their respective owners. For further details of trademarks of Tactive please contact us.

The use of automated systems or software that is used to extract data or information from this Website for commercial use is prohibited.

## **Uploading material to our Website**

Whenever you make use of a feature that allows you to upload material to our Website, or to make contact with other users of our Website, you must ensure it means reasonable content standards. You warrant and represent that any such contribution complies with those standards, and you indemnify us for any breach of that warranty and representation.

Where you post or upload any material to our Website such material will be considered by us to be non-

confidential and non-proprietary and, as such, we will have the right to use, copy, distribute, sell and disclose any such material to third parties for any purpose whatsoever, including for commercial gain. We also reserve the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Website.

We have the right to, and shall, remove any material or post you make on our Website if, in our absolute opinion, it does not comply with the content standards and acceptable use policy.

### **Prohibited uses of our Website**

You may use our Website only for lawful purposes. You may not use our Website in any way that breaches any applicable local, national or international law, order, directive, regulation or any similar restriction or in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose, intent or effect nor to send, knowingly receive, upload, download, use or re-use any material. Neither may you use our Website to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (commonly known as "spam") or to knowingly transmit any data, or to send or upload any material that contains viruses, trojans, worms, logic bombs, spyware, adware or any other harmful programs or similar computer code designed to affect the operation of any computer software or hardware in any adverse way.

### **Suspension and termination**

Failure to comply with our standards for use of the Website constitutes a material breach of these Terms following which we may withdraw your right to use our Website and the services available on the Website. We may also take such further or other action as we deem necessary or appropriate including, by way of example only, issuing legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, all reasonable administrative and legal costs) resulting from your breach and we may disclose such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of our content standards and acceptable use policy. The responses which we might take and which we have highlighted are not limited, and we may take any other action that we reasonably deem necessary or appropriate.

You may terminate this agreement with Tactive, and close your account at any time, following settlement of any pending transactions. You also agree that we may, by giving notice, in its sole discretion terminate your access to the Website and to your account, including without limitation, our right to: limit, suspend or terminate the service and accounts, prohibit access to the Website and its content, services and tools, delay or remove hosted content, and take technical and legal steps to keep you off the Website if we think that you are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with these Terms.

Additionally, we may, in appropriate circumstances and at our discretion, suspend or terminate your account for any reason, including without limitation: (1) attempts to gain unauthorised access to the

Website or another account or providing assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any content, (3) usage of the service available on the Website to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities, (4) violations of these Terms, (5) failure to pay or fraudulent payment for transactions, (6) unexpected operational difficulties, or (7) upon the request of law enforcement or other government agencies, if deemed to be legitimate and compelling by Tactive, acting in its sole discretion.

We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a period of six (6) months or more, and/or to modify or discontinue our Website or service available on the website. You agree that we will not be liable to you or to any third party for termination of their account or access to the Website or any service available on the Website.

Upon termination, you shall communicate a valid bank account to allow for the transfer of any currencies credited to your account. This bank account shall be held by you. Digital currencies may be transferred to a valid bank account only after conversion into a currency. We shall transfer the currencies as soon as possible following your request in the time frames specified by us. We will send to you the credit balance of your account, however in circumstances a number of intermediaries may be involved in an international payment and these or the beneficiary bank may deduct charges. We will use reasonable efforts to ensure that such charges are disclosed to you prior to sending your payment, however where they cannot be avoided, you acknowledge that these charges cannot always be calculated in advance, and that you agree to be responsible for such charges.

## **Agent Services**

We may connect to other exchanges to provide more volume to an order book. Some trades may be executed with traders on other exchanges. In this case we will act as agents to fulfil all order execution responsibilities and will pay all relevant fees. All prices shown on our order book are inclusive of all relevant fees except for any transaction fees which are payable by you as defined in the "Fees" page of the Website.

## **Viruses**

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs, spyware or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our site via a denial-of- service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence and we will report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

You also agree that you will not to access without authority, nor interfere with, damage or disrupt any part of our Website or any equipment or network on which our Website is stored, any software used in the provision of our Website, or any equipment, network or software owned or used by any third party.

We do not warrant that our Website will be secure or free from bugs or viruses and we accept no liability for any damage that might result from the transmission or any bugs or viruses via our Website. It is your responsibility to ensure that your information technology, programs and equipment are properly configured to enable you to access our Website and that they have appropriate and up to date virus protection software installed.

### **Third party websites**

This Website contains hypertext links to other websites that are owned or operated by parties other than Tactive and are included for your convenience only. Tactive has no control over, and is not responsible for, the content or availability of any such third-party websites. Inclusion on this Website of a hypertext link or other link does not imply any recommendation or endorsement of the material or content on such websites by Tactive, nor any association with their operators. Tactive will not be responsible or liable, directly or indirectly, for any loss, cost, judgment, penalty, claim action, damage, expense or fees (including legal fees) caused or alleged to have been caused in connection with the use of, or reliance on, any content, goods or services available on such external websites.

### **Limitation of Liability**

To the extent permitted by law, Tactive will not be held liable for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered arising from negligence or wilful deceit or fraud. Nothing in these Terms excludes or limits the liability of either party for fraud, death or personal injury caused by its negligence, breach of terms implied by operation of law, or any other liability which may not by law be limited or excluded. Subject to the foregoing, our aggregate liability in respect of claims based on events arising out of or in connection with your use of the Website or the service available on the Website, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the greater of either (a) the total amount held on account for you when making a claim less any transaction fee that may be due and payable in respect of your account; or (b) the amount of the transaction(s) that are the subject of the claim less any transaction fee that may be due and payable in respect of such transaction(s).

### **Indemnity**

To the full extent permitted by applicable law, you hereby agree to indemnify Tactive and its partners against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if direct or not directly arising from your use of the Website, your use of the service available on the Website, or from your violation of these Terms.

### **Miscellaneous**

If we are unable to perform the services outlined in the Terms due to factors beyond our control including but not limited to an event of Force Majeure, change of law or change in sanctions policy we will not have any liability to you with respect to the services provided under this agreement and for a time period coincident with the event.

## **Severability**

In the event that any Terms or provisions herein shall be determined to be illegal, invalid, or unenforceable in whole or in part for any reason whatsoever such illegality, unenforceability or invalidity shall not affect the enforceability or validity of the remaining Terms or provisions or parts thereof which shall continue to be binding and enforceable.

## **Changes to these Terms**

Tactive may revise these Terms at any time by updating this page. You should visit this page from time to time to review the current (at the time of publishing) Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on other specific pages of this Website.

We do not guarantee that our Website, or any content on it, will be free from errors or omissions.

## **Governing law**

This Website is established in New South Wales, Australia in accordance with the laws of Australia and will be governed by the laws of Australia. When you use the Website, you accept that your use of the Website, any information on the Website and these Terms, will also be governed by the laws of Australia.

The Parties agree that any suit, action or proceeding (including claims for set off and counterclaims) against Tactive, its directors, officers, employees, Affiliates, agents and Services Providers and any other third parties, arising out of or in connection with these Terms, visit at our Website or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Australia and the Australian courts will have exclusive jurisdiction.