

## WhiteBIT Gift Card Public Offer (<https://whitebitcard.com>)

### 1. Introduction.

This WhiteBIT Gift Card Public Offer (hereinafter — **”Offer”**) constitutes an official document, which regulates the relationships between Clear White Solutions Limited, Company No. 2043789, registration address: Intershore Chambers, P.O.Box 4342, Road Town, Tortola, British Virgin Islands, (**”WhiteBIT Gift Card”**, **”Us”**, **”We”**, or **”Our”**) and WhiteBIT Gift Card Website users.

We strongly recommend you to get acquainted with the terms of this Offer, and in case you disagree with any of its conditions, fully or partially, you should stop using the Website and its content, particularly, concerning the exploitation of WhiteBIT Gift Cards and/or making purchases within the Website.

By starting the usage of the Website, the User expressly represents and warrants that the User has fully accepted this Offer, is at least 18 years of age (for individuals), has the full legal capacity to enter the agreement herein and to use the Services, and that the laws of the country of the User’s origin, residence and/or location do not prohibit the use of Our Services. It is the User’s responsibility to follow the rules and regulations of his country of residence or from which he enters and uses the Website and/or Our Services.

As long as you agree to and comply with this Offer, WhiteBIT Gift Card grants non-exclusive, non-transferable, non- sublicensable, and limited right to access and use the Website and Our Services.

You understand and agree that any Personal Information provided to Us will be governed by Our User Privacy Policy (the **”Privacy Policy”**). This Privacy Policy is available to Users through Our Website and forms an integral part of this Offer.

IF YOU DO NOT ACCEPT THE TERMS OUTLINED HEREINAFTER, FULLY OR IN ANY PART, DO NOT ACCESS OUR WEBSITE AND DO NOT USE OUR SERVICES.

By using the Website, you will be deemed in full acceptance of the terms of this Offer, as well as undertaking to comply with all the obligations herein.

### 2. Terms and Definitions.

- **Activation of WhiteBIT Gift Card**, means a process of crediting the Funds to WhiteBIT cryptocurrency exchange User account in the amount equal to the WhiteBIT Gift Card denomination.
- **Website**, means the Website WhiteBIT Gift Card via <https://whitebitcard.com>, which is a platform for: 1) the provision of relevant information about WhiteBIT Gift Card Services, in particular, WhiteBIT Gift Cards, the terms of their purchase and exploitation, and 2) ordering WhiteBIT Gift Cards directly through the Website. Being a scope of web pages, and published content of the Website constitutes the WhiteBIT Gift Card intellectual property.
- **WhiteBIT Gift Card Services**, means Our services, which provide the Service Users an opportunity to purchase and acquire WhiteBIT Gift Cards, and further replenish the balance with the Funds on WhiteBIT user account using WhiteBIT Codes.
- **Service User**, means a fully capable person of legal age, who has a registered active User account on cryptocurrency exchange WhiteBIT, and has: 1) obtained\* **WhiteBIT Gift Cards** within the network of WhiteBIT Gift Card offline partners, and/or 2) ordered WhiteBIT Gift Cards within the Website (hereinafter — **”User”**, **”You”** in any forms).

*\*in the meaning that it may be bought from third- parties, distributors, agents, official representatives of WhiteBIT Gift Card, and partners both by purchase and by virtue of gift, promo action, prize, etc.*

- **Funds**, meaning cryptocurrencies, stablecoins, and national currencies represented on WhiteBIT.
- **Third-parties materials**, meaning information, products, services, and intellectual property, which are created, published, or in any other manner received from any third-parties (partners, distributors, etc.), apart from WhiteBIT Gift Card.
- **Purchase point**, means an offline network of WhiteBIT Gift Card trading partners.
- **WhiteBIT**, means centralized cryptocurrency exchange WhiteBIT (<https://whitebit.com/>), which is a WhiteBIT Gift Card partner regarding providing the WhiteBIT Gift Cards services.
- **WhiteBIT Code**, means a unique number — alphanumeric redeemable code, secured by password, and designed for Activation of WhiteBIT Gift Card and is used for depositing Funds to WhiteBIT User account and to transfer Digital assets between the Accounts, as described in WhiteBIT User Agreement (<https://whitebit.com/terms>).
- **WhiteBIT Gift Card**, which means: 1) scratch-card, or 2) electronic card — which enables crediting the Funds to WhiteBIT User account, and which contains WhiteBIT Code.

### 3. WhiteBIT Gift Card Service description

**3.1** In order to activate WhiteBIT Gift Card and to credit the Funds to WhiteBIT user account, you should undertake the following actions:

- upload and open WhiteBIT mobile application; or to open WhiteBIT Website;
- log in to your WhiteBIT User account (in case you have no account, you should register on WhiteBIT);
- go to the section “WhiteBIT Codes”;
- press “Activate Code”;
- scan a QR-code through the camera of your smartphone, or enter the code specified in the bottom of the WhiteBIT Gift Card;
- scratch the protection line, which hides the password; and enter the password.

**3.2** After the execution of the above-mentioned actions correctly, the Funds with respect to the WhiteBIT Gift Card denomination and the amount shall be credited to the main balance of WhiteBIT User account.

**3.3** Users are prohibited from any usage of WhiteBIT Gift Card, except for the purposes described herein. Any illicit and unlawful actions with respect to WhiteBIT Gift Card service or its partners are prohibited.

**3.4** From the moment of WhiteBIT Gift Card receipt, the burden of responsibility for the safety of both card and data contained shall be born by the service User; we strongly recommend not to disclose or otherwise notify any other third parties as of the data contained in the card (passwords, codes, QR, etc.).

**3.5** By purchasing WhiteBIT Gift Card, and/or using WhiteBIT Gift Card service, you understand, that WhiteBIT Gift Card is not a payment tool or payment means, and cannot be used for the execution of money transfers or payments outside WhiteBIT.

**3.6** Regardless of the way you received the WhiteBIT Gift Card, you should check the integrity of the protection line of the card. The card with damaged protection line may be already used, and, therefore, invalid for further usage.

**3.7 WhiteBIT Gift Card** may be exchanged for another card of the equal denomination in case if it has mechanical damages. Already activated cards or cards with damaged protection lines shall not be exchanged or returned.

### 4. WhiteBIT Gift Cards Purchase

#### 4.1. Purchase within the Purchase point

In case if you purchase WhiteBIT Gift Cards directly from the Purchase point — you then make a purchase agreement directly with one of our official offline retail partners (“**Retail partners**”). We then provide you only with supporting information about the Services, activation instructions, but we are not the party to the

purchase agreement in that case.

WHEN ACQUIRING WhiteBIT Gift Card WITHIN THE PURCHASE POINT, YOU MUST INDEPENDENTLY CHECK THE PHYSICAL INTEGRITY OF THE CARD, SCRATCH CODE, AND ALSO RECEIVE CONFIRMATION OF THE PURCHASE OF THE CARD (SALES RECEIPT, STATEMENT OR ANY OTHER OFFICIAL CONFIRMATION OF SUCH A PURCHASE).

You can purchase a physical WhiteBIT Gift Card from one of the official WhiteBIT Gift Card Retail partners, the list of which is displayed on our Website, as well as on WhiteBIT Gift Card's official social media pages (*Instagram, Twitter, Facebook, Telegram channel, etc.*). We strongly recommend that you refrain from purchasing a WhiteBIT Gift Card from any third-parties that are not Retail partners of WhiteBIT Gift Card, as such a purchase may entail possible risks associated with fraud and, as a result, the irretrievable loss of your funds.

WhiteBIT Gift Card is not responsible for the integrity and content of WhiteBIT Gift Cards purchased from third-parties that are not Retail partners of WhiteBIT Gift Card.

**4.2. Order of the WhiteBIT Gift Cards within the Website** There is no registration required on the Website. User can choose the form of the WhiteBIT Gift Card, which he prefers to receive, in particular: 1) electronic card (in this case User will receive the activation code to his email upon the successful completion of the purchase), or 2) physical plastic scratch-card (in this case the physical plastic card will be sent to User by post. The terms and conditions for such services will be displayed in the order Form).

To purchase WhiteBIT Gift Card, the User shall create an order by means of completing the following data in the relevant order form, accessible on the Website, in particular:

- choose the amount of USDT (interested nominal value of the WhiteBIT Gift Card);  
accept the conditions of the current Offer;
- provide correct email address (to which the confirmation of the order will be sent, as well as the activation code — for electronic cards);
- provide your name, phone number and details of the post office point (in case if User chose the delivery of physical plastic scratch-cards);
- details of your payment bank card. Please be aware, that WhiteBIT Gift Card does not store and/or gets access to your financial details, including, but not limited to the bank card number, date of issue, security codes of your banking data (CVV); this information comes directly to the payment provider in order to initiate and complete the payment transaction. You will be redirected to the payment service provider's Website that will execute the payment method of your choice.

Upon filling the above-mentioned data and pressing the payment button within the time frame specified on the Order page, the Order is processed. The Order enters into force from the moment of successful payment executed by the User, about which the User receives an email confirmation with the details of the Order as well as electronic card with WhiteBIT code.

Please note that usually such an email arrives instantly, but due to circumstances beyond our control, the delivery may take up to 1 (one) hour. Such delays may be due to both technical delays and delays associated with the Internet, as well as delays in the provision of financial services, which are rendered by third-party financial institutions.

User is solely responsible for the correctness of data provided. User shall also be aware, that after completing the Order form there is no opportunity to change/modify any data provided, i.e., it is impossible to change the data filled after submitting the Order form. In such cases, the User himself/herself bears responsibility for his/her inaccurate and incorrect actions and also carries the risk of losing Funds.

Therefore, WhiteBIT Gift Card will not make any refunds due to inaccuracies in the data provided in the Order Form.

User shall be aware that he/she can use WhiteBIT Gift Card only once and with respect to the full nominal

value of the WhiteBIT Gift Card; no partial use of nominal value shall be permitted.

Please note that at the time of receipt of the WhiteBIT Gift Card (Purchase of a physical card within the Purchase point or electronic WhiteBIT Gift Card by email) WhiteBIT Gift Card Services are considered to be provided in full.

In the event of any issues or difficulties related to the activation of the WhiteBIT code provided in the WhiteBIT Gift Card, you need to contact WhiteBIT Gift Card support directly. Each such case will be considered on a case-by- case basis within a reasonable time frame.

WhiteBIT Gift Card is neither a cryptocurrency exchange, blockchain/cryptocurrency payment processor, nor a provider of cryptocurrency custody as part of the Services.

While using WhiteBIT Gift Card Website or the Services, you may separately be offered additional services, products or promotions by third-parties. If you decide to use any of these third-party services, you do so at your own risk and are solely responsible for reviewing, understanding and complying with the associated terms and conditions. We expressly disclaim any liability for third-party services and are not responsible for the performance of third- party services or products.

## **5. Intellectual Property**

**5.1.** All the components of WhiteBIT Gift Card service (program code, texts, graphics, commercial names, registered or unregistered trademarks, and other intellectual property, which the Website contains) are fully owned by WhiteBIT Gift Card and protected by intellectual property protection laws (including, but not limited to all the exclusive proprietary and moral intellectual property rights to the mentioned objects).

**5.2.** Commercial usage in any manner of any materials or elements of the service without written consent from WhiteBIT Gift Card is restricted. You further acknowledge that any other use of content from our Website is strictly prohibited, and you agree not to infringe or enable others to infringe our intellectual property rights.

**5.3.** Third-party materials are published on the Website based on the appropriate license agreements between the owners of such materials and WhiteBIT Gift Card, therefore, such materials also cannot be used by the User without reasonable legal ground.

**5.4.** All trade names, company names, trademarks, service marks and other WhiteBIT Gift Card names constitute its proprietary marks, protected by law and shall not be copied, imitated or used, in whole or in part, without the prior written consent of WhiteBIT Gift Card. This Offer does not grant Users any rights in respect of any such trademarks.

**5.5.** You understand and agree that any feedback, input, suggestions, recommendations, improvements, changes, specifications, test results, or other data or information that you provide or make available to WhiteBIT Gift Card arising from or related to your use of the Services shall become WhiteBIT Gift Card exclusive property and may be used by WhiteBIT Gift Card to modify, enhance, maintain and improve the Services without any obligation or payment to you whatsoever.

**5.6.** You accept and acknowledge that the materials and content of our Services are made available to you solely for the purposes described herein.

## **6. Changes to the Offer**

We may change this Offer (including Our Privacy Policy), any other policies and procedures by posting revisions on our Website from time to time without prior notice or liability. You understand that it is your responsibility to check our Website from time to time for any such changes.

We may also change, augment, improve, update, enhance, modify, discontinue, remove features from, or impose limitations or restrictions on Services or alter the design, construction, functions and features thereof from time to time without prior notice or liability. If you do not agree with any such changes, your sole and exclusive remedy is to terminate your use of our Services. In addition, please note that these changes will not affect already purchased/used WhiteBIT Gift Cards and/or Services provided.

Your continued use of the Services thereafter is deemed to be your agreement to and acceptance of any such changes.

## **7. Security**

You agree that you are solely responsible for the accuracy of the data you provided while completing the order form, as well as for all the actions associated with your usage of the WhiteBIT Gift Card. You also agree that you are solely responsible for safeguarding your data or WhiteBIT Gift Cards from loss, theft, compromise or unauthorized access.

You acknowledge and agree that provision of Services may be transmitted or facilitated through third party facilities, third party services or common carriers, including without limitation the Internet, post services etc. While we will implement and maintain commercially reasonable security measures designed to safeguard Services, it may be possible for third parties to corrupt or interfere with the same.

## **8. Warranty Disclaimer**

WhiteBIT Gift Card and Services exists within the framework of the virtual currency, which itself carries significant risks associated with virtual currency markets, transactions, investments (investment/asset management services), etc.

Nevertheless, We are responsible for the correctness of the code on WhiteBIT Gift Cards (if it was not compromised in case of damage to the card or scratch line), as well as for the quality of our Services, including WhiteBIT Gift Card Support Services.

You acknowledge and agree that your use of the Services and WhiteBIT Gift Cards is at your sole risk. We provide the Services on an “as-is” and “as-available” basis and, to the maximum extent permitted by applicable law, We disclaim all representations, warranties and conditions regarding the Services or your use thereof, including without limitation any warranties or conditions of quality, durability, fitness for a particular purpose, non- infringement, title, quiet enjoyment or quiet possession and those arising by statute or in law, or from a course of dealing or usage of trade.

We cannot and do not warrant that the Services will meet your requirements or expectations, will operate without interruptions, that they will be error-free, virus-free, that the results obtained from their use will be timely, accurate, reliable or current or that any or all deficiencies can be found or corrected.

We accept no responsibility for, and do not warrant the accuracy, currency or reliability of any output or data prepared by or with the assistance of the Services.

We are not obliged to review the completeness, accuracy or any other aspect of any information provided or processed through or using the Services.

We shall not be liable, and assume no responsibility, for any loss or damages arising from or in connection with:

- any access, inability to access, delay, fault or failure of the Services resulting directly or indirectly from your or any public, peer-to-peer or third-party hardware, software, service, service provider, network, information, User or computing resource (including without limitation any delay, fault, error or failure in any transactions or the confirmation of any transactions, including those arising from failures in publication of blocks, network connectivity issues or changes in the standards, procedures or protocols);

- any other act or omission of any third-party.

We cannot represent or warrant that Services will be secure or securely processed at all times. You understand that you are solely responsible for all transactions, including without limitation the terms, validity, performance, consummation or any other aspect of any related transaction.

You agree that, to the maximum extent permitted by applicable law, our aggregate liability arising from or related to this Offer in any manner will be limited to direct and approved damages not to exceed: the amount you have paid to use the Services for the 30 (thirty) day period immediately preceding the cause of action.

To the maximum extent permitted by applicable law, in no event shall we be liable for any consequential, incidental, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of revenue, profits, or expected savings, business interruption, loss of privacy, loss of data or information or other pecuniary or intangible loss) arising out of this Offer of or inability to use Services and WhiteBIT Gift Cards, even if we foresee or have been advised of the possibility of such damages.

In the case if your jurisdiction does not allow some or all of the exclusions or limitations of liability set forth in this Offer, such limitations, exclusions and disclaimers may not apply to you.

You will indemnify and hold us harmless from and against all damages arising from or related to:

- your breach of this Offer; and
- third-party claims arising from or related to your acts, omissions or transactions.

You acknowledge and agree that we may subcontract our obligations under this Offer and may use third parties to provide equipment, software and services used to operate and provide the Services.

## **9. Legal Proceedings**

You agree that all claims, disputes or disagreements of any nature whatsoever arising from or relating to this Offer, the Services or Us (“Dispute”) will, at our sole option, be settled by the law of the British Virgin Islands (“Applicable Law”).

Any dispute between you and Us, should be resolved initially through negotiations within 30 (thirty) business days. If a dispute was not resolved by negotiations, it should be referred to and finally resolved by the competent court under the law of the British Virgin Islands.

## **10. Force Majeure**

If performance of any of our obligations is prevented, restricted, or interfered with, by reason of: fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, telecommunication services, equipment or software from suppliers, war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond Our reasonable control, We will be excused from such performance to the extent of such prevention, restriction or interference.

## **11. Severability**

To the extent that any provision of this Offer is declared by a court or other lawful authority of competent jurisdiction to be invalid, illegal or unenforceable:

- such provision shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and both parties will use their best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provision, and the remainder of this Offer shall continue in full force and effect with respect to all other provisions; and

- notwithstanding the foregoing, We reserve the right to terminate this Offer.

## **12. Notices**

Except as expressly set out in this Offer, any demand, notice or other communication to be given to Us shall be given in writing by mail to the following address: [info@whitebitcard.com](mailto:info@whitebitcard.com) or to such other addresses and means of communication provided on Our Website <https://whitebitcard.com>, as We may advise you from time to time, including through the Services or Our Website.

Any demand, notice or other communication to be given to you may be executed by mail, fax or email using the contact details you have provided to Us, and We have on record or posted through the Services or Our Website.

If any questions as to the WhiteBIT Gift Card service, terms, and ways of WhiteBIT Gift Cards purchase or exploitation arise, please feel free to contact the WhiteBIT Gift Card support team by submitting a feedback form via the Website.

Particularly, you should provide the following information:

- email;
- phone number.

Terms of storage and processing of the data obtained, as well as the scope of such data, shall be subject to the Privacy Policy, which being a separate document, constitutes an integral part of this Offer.