

# Bitesax Exchange Terms of Use

## 1. PARTIES

This agreement is prepared for set the rules between ESAX Technologies. and users (who are members of <https://bitesax.com>). By signing up as a member, you agree to be bound by the terms and conditions of this agreement. This is a legally binding contract, for this reason, read the agreement carefully before using the site. If you do not agree to this agreement, you must stop using your account and close.

You can find more information about ESAX Technologies, the cryptocurrency exchange, on the website. If you have questions about this agreement, ask our support team for help.

## 2. DEFINITIONS

### 2.1. <https://esax.tech/>

ESAX Technologies, Hürriyet Mah. No:2/1 59850 Tekirdağ/TURKEY

### 2.2. Bitcoin and Cryptocurrency Technology

Digital values that allow secure transaction processing and additional virtual money supply are called cryptocurrency. Cryptocurrency is an alternative currency, they are digits, and at the same time virtual money. Cryptocurrencies, unlike centralized electronic money and banking systems, they are decentralized. Control of this decentralized structure is done by Blockchain databases.

Cryptocurrencies are digital currencies that can be transferred anywhere in the world and have the same value everywhere, can not be controlled by a bank or company, are not determined by anyone. Cryptocurrency prices on the market are formed by the supply demand balance.

### 2.3. Coins/Tokens (Cryptocurrencies)

Bitcoin (BTC), Dogecoin (DOGE), Litecoin (LTC), Ethereum (ETH), Bitcoin Cash (BCH), Ripple (XRP), TetherUSD (USDT), Zcash (ZEC), etc. These are one of the coins/tokens.

### 2.4. Crypto Wallet

Crypto wallet is a computer file that holds your crypto money addresses and the passwords. Coins can be transferred between addresses. These addresses are randomly generated cryptographic public key pairs.

### 2.5. User

User means the real person who is a member of the website and benefits from the services offered by the esax.tech.

### 2.6. Site

Site refers to the internet site consisting of <https://bitesax.com> domain and subdomains connected to this domain name.

### 2.7. F.A.Q.

F.A.Q. is frequently asked questions section of the site. It is a page used by users to give information about the use of the site.

## 3. PURPOSE

This agreement arranges the rights and obligations between the ESAX Technologies and the users

<https://bitesax.com> is a platform for trading cryptocurrencies. Users buy, sell and trade coins with each other on the website. <https://bitesax.com> mediates for buy, sell and trade. For this reason, ESAX Technologies does not set the prices. The prices are determined according to the supply demand balance.

## 4. BEGINNING

This agreement begins with the user being a member of the <https://bitesax.com> with electronic form. The user acknowledges and agrees that he/she has read and accepted all the provisions of this contract separately while being a member of the site.

## 5. CLAIMS AND OBLIGATIONS

### 5.1. USER'S CLAIMS AND OBLIGATIONS

**5.1.1.** In order to have an account on the site, the ID and address information must be documented. Users must take a photo with a clear view of your face and the ID and upload the site to have an verified account. In this photograph, the ID should be kept on the side of the person's face. Otherwise, BitBitesax Exchange reserves the right not to take action.

**5.1.2.** The user accepts, declares and undertakes that he/she is over 18 years old. The user is liable for all damages caused by the user misrepresenting this information. When BitBitesax Exchange identifies that the user has given wrong and/or incorrect information, Bitesax Exchange has the right to terminate the contract unilaterally and to cancel or suspend the user's account without any notice. Bitesax Exchange will not be responsible for any damages that may arise fort his process.

**5.1.3.** Bitesax Exchange is the owner of all services, domain names, software codes, interfaces, content, product reviews, videos, algorithms, drawings, models, designs and all other intellectual and industrial rights related to the service which are rendered on the site. (Contents and applications which is provided from third parties are excluded.) The software, design and copyright of the all services are owned by Bitesax Exchange. Bitesax Exchange does not allow reverse engineering of such services and including copying, reproduction and dissemination of the linked pages. The user accepts, declares and undertakes that he will not act contrary to these provisions. The user's contrary to these provisions is the unilateral and justified termination of the contract and all legal and criminal liability belongs to the user.

**5.1.4.** The user is responsible for the correctness and confidentiality of the information provided while registering on the site, not sharing the password and username used while registering on the site with third parties. The user accepts, declares and undertakes that he/she shall not make a claim under any name from Bitesax Exchange for damages arising in this matter.

**5.1.5.** The user can not transfer, sell, or donate his account and rights to another person. Nobody can use an account on behalf of another person. In determination of the user's unauthorized activity, Bitesax Exchange reserves the right to cancel or suspend the account of the user without prior notice. The user acknowledges that Bitesax Exchange is irresponsibly recruited by the Bitesax Exchange to use these rights. The user is responsible for all damages incidental to this article and all the criminal agents belong to the user. However, even for these reasons, the cryptocurrency assets of the user are not affected and the user is promptly returned to the user provided that the crypto currency assets are not a legal restriction and if requested.

**5.1.6.** User can only have one account. The user may only use the site to benefit from the services defined in this agreement. Bitesax Exchange has the right to cancel or suspend all accounts belonging to the user without notice in the event that detection existence of more than one account belonging to the same user. However, even for these reasons, the cryptocurrency assets of the user are not affected and the user is promptly returned to the user provided that the cryptocurrency assets are not a legal restriction and if requested.

**5.1.7.** The user acknowledges that he/she will be responsible for all civil and criminal liability that arises if the user use the site for non-legal and/or non-regulatory purposes.

**5.1.8.** The user who is a member of the site needs a verified account to withdraw cryptocurrency and/or fiat money (They need to upload identity's (National ID, driving licence or passport) photo and declare address information to verify their accounts). If identity and address information is not declared by the user, Bitesax Exchange will not allow any withdraw transactions. User identity and address information declared by the user are claimed in order to be adapted to the laws and regulations of the Republic of Turkey, it will be shared with the relevant authorities upon request by the authorities. Bitesax Exchange undertakes that will not share the identity, address information and documents of the user with any real and/or person/company except these cases.

**5.1.9.** The user acknowledges, declares and undertakes that it is the responsibility of the user himself/herself for any damages, losses arising from his/her use of the site. In the event that Bitesax Exchange does not fulfill the services it has undertaken under this contract ESAX Technologies. board members, managers and employees shall not be liable in any way for legal or punitive damages. The user acknowledges, declares and undertakes that he/she is irresponsible to the persons named in these matters.

**5.1.10.** The user will use the bank account registered to the same name as the name surname he/she uses when he/she becomes a member of the site. The user is responsible for the damage and delays that may be incurred if the user makes a transfer from different named account. The return process for transfers made with different names is in the "F.A.Q." section, which is an integral part of the contract.

**5.1.11.** The user accepts to use the system account only as a cryptocurrency wallet and he/she will make cryptocurrency withdrawals to his/her own wallet addresses. The user agrees that he/she is obliged to return duplicate or incorrect transfers made by Bitesax Exchange to the wallet addresses.

**5.1.12.** Users cannot withdraw before 24 hours of their first investment.

**5.1.13.** The user is still responsible for all tax liabilities resulting from the use of the site by the user.

**5.1.14.** Users must comply with certain rules in oral or written communication with the Bitesax Exchange team. Behaviors such as disrespect and insult may arise deactivating or closure of the account, and result in legal remedies.

**5.1.15.** All users should follow legal announcements, news, promotions, competitions on the site or social media accounts. Bitesax Exchange cannot be held responsible for any loss resulting from unawaring the announcements.

**5.1.16.** Cryptocurrencies include risk by nature. Users hereby declare that they understand these risks together with this agreement and cannot hold Bitesax Exchange responsible for any possible damages.

**5.1.17.** Bitesax Exchange is not responsible in any way for the losses arising from technical malfunctions on its website.

## **5.2. BİTESAX EXCHANGE'S CLAIMS AND OBLIGATIONS**

**5.2.1.** Bitesax Exchange undertakes to ensure that the user who is a member of the site provides maximum security. In this context, the company will register membership with double-step verification, ID and e-mail validation while creating membership on behalf of the user's security. ESAX Technologies. will act as an accomplished merchant and show all the necessary skills. The user's savings are stored in standalone environments from site servers against a possible cyber attack. In the event that the system is used by the unauthorized persons and the system services are used despite the fulfillment of this commitment by the system, the provisions of this contract (5.1.4) shall prevail.

**5.2.2.** Bitesax Exchange has the right to not accepting money transfers made by users without any justification. However, in this case, Bitesax Exchange will refund the money deposited by the users in the return process in F.A.Q.

**5.2.3.** Bitesax Exchange shall carry out the transactions done by user as soon as possible. Bitesax Exchange will not be liable for damages arising in case of depositing and/or withdrawing transactions with the 'Debt Reasons' listed in the Turkish Debt Law and the Turkish Commercial Code.

**5.2.4.** Bitesax Exchange is not responsible for any losses incurred due to transactions other than the declared deposit and withdrawal periods.

**5.2.5.** Bitesax Exchange is not responsible for any damages caused by sharing or late sharing of identity and address information by the user.

**5.2.6.** Bitesax Exchange has the right to make any changes in the deposit and withdrawal transactions through the site. The company will not be liable for damages caused by these changes. However, Bitesax Exchange undertakes that the changes will be announced on pages F.A.Q. on <https://bitesax.com/> website or on other pages.

**5.2.7.** Bitesax Exchange will provide support services only with the official e-mail address [support@bitesax.com](mailto:support@bitesax.com) live support section on the web site, customer service line, Telegram, WhatsApp and the ticket submission method which accessible only after log in. Bitesax Exchange do not give support except this e-mail address, live support, customer service line, Telegram, WhatsApp and ticket service. Bitesax Exchange do not ask for password in the support services and also do not want any coins from the users. The user accepts the provisions of this clause and accepts support from Bitesax Exchange. Bitesax Exchange is not responsible for any damages caused by this reason.

**5.2.8.** As stated in article 3 of the present agreement, there is no liability for the change in the prices determined by the supply-demand relationship of Bitesax Exchange in the position of the intermediary. For this reason, the liability of all damages and losses incurred from this belongs to the user.

**5.2.9.** Bitesax Exchange has the right to close accounts of users who perform suspicious transactions.

**5.2.10.** Bitesax Exchange has the right to return money transfers made by canceling the transactions that are suspected.

**5.2.11.** User's transactions may be canceled or withdrawn if they are made at inappropriate prices. In this process, user's accounts can be deactive and refunds can be requested and Bitesax Exchange can apply to legal processes unless this return is made.

**5.2.12.** Bitesax Exchange is a company that is completely independent of similar coin trading platforms and all other entities trading with coin and is not a representative of any company, web site or institution. Does not cooperate with any company. For this reason, ESAX Technologies can not hold the users responsible for the victims that they faced on other platforms.

**5.2.13.** Bitesax Exchange, which does not cooperate with any company, undertakes to share personal information of the user with no company apart from legal authorities. However, it has the authority to share anonymous information about the market.

**5.2.14.** Bitesax Exchange guarantees that it complies with customer recognition and anti-money laundering laws and regulations and does not knowingly violate anti-money laundering policies. Within the scope of Bitesax Exchange, it is the responsibility of our company to take the necessary measures and to use the technology to provide the highest possible protection against the losses caused by money laundering and to provide safe services.

**5.2.15.** Bitesax Exchange has the right to refuse membership applications that violates money laundering policies or made by political and public personalities.

**5.2.16.** Bitesax Exchange is obliged to show the utmost care for the safety of the cryptocurrencies in user accounts. However, it cannot be held responsible for unforeseen circumstances such as malfunction, maintenance, cyber attack, natural disaster and terrorist attacks.

## **6. LEGAL AND FINANCIAL DISCLOSURES**

**6.1.** The user has read and accepted all disclosures made by the BRSA (Banking Regulation and Supervision Agency) regarding Bitcoin and other coins and any further actions to be made thereafter.

**6.2.** If the site is used by the user for purposes contrary to the law, the user is responsible for all legal and criminal sanctions that will arise in accordance with article (5.1.7) of this agreement. User acknowledges, declares and undertakes that it relinquishes Bitesax Exchange irrevocably.

**6.3.** The user undertakes to use the site covered by the laws of the Republic of Turkey and all legislation. Bitesax Exchange has the right and the authority to share all information belonging to the user with the competent authorities in case of illegal usage. This issue can not be considered as a violation of confidentiality and Bitesax Exchange can not be attributed for any responsibility.

## **7. PRICING**

**7.1.** Bitesax Exchange declares fees on <https://bitesax.com/fees>. Fees in this section are an integral part of this agreement and will be effective from the time that the announcement of the fees and charges at F.A.Q. page.

**7.2.** Bitesax Exchange has the right to take service fee for buy/sell transactions at the rate which determined by itself. Bitesax Exchange has the right to take a fee determined by itself as the transaction fee from the user in withdrawal transactions. Bitesax Exchange has the right to amend these fees and rates at any time without notice. However, the changes will be announced on the required sections of the site.

**7.3.** Bitcoin and other coin transfers made through the site can not be returned. Bitesax Exchange can not refund the service fee and transaction fees received from the user.

**7.4.** It is forbidden to use any kind of bot program for buy & sell transactions. All operations must be performed by real users.

## **8. PRIVACY POLICY**

**8.1.** Bitesax Exchange will not share the user's personal information with third parties other than the user's explicit consent, as stated in the article of this contract (5.2.12.) These informations belonging to the users are received online and stored in the offline environment. These informations upon request the information as part of an investigation or prosecution conducted by the competent authorities of the Republic of Turkey will be shared with the relevant authorities.

**8.2.** Bitesax Exchange identifies and records the IP addresses of the user, the device and model they access, the operating systems and the browser information. By accepting this contract, the user agrees that he/she gives express consent to Bitesax Exchange in these matters. Bitesax Exchange may use the information it collects with the intent to identify users in general and collect comprehensive demographic information, to provide user and system security, to combat counterfeiting and to comply with legal obligations.

**8.3.** Bitesax Exchange can cooperate in a variety of ways with third party institutions and organizations. Bitesax Exchange will be able to do communication and/or marketing as permitted by law in these collaborations. However, it will provide users with tools that will allow the user to leave the system free of charge and easily.

**8.4.** Bitesax Exchange may provide links to other sites within the site. It may publish or redirect third party advertising and/or application forms for various services that are negotiated. Bitesax Exchange is not responsible for the content they contain with the privacy practices and policies implemented in the third party sites that the user receives in this way.

**8.5.** Bitesax Exchange undertakes to keep the information of the user confidential and to take all necessary precautions. However, the Republic of Turkey's laws and upon such information and documents issued by competent

authorities all information and documents requested under the legislation will be submitted to the competent authorities. Therefore, Bitesax Exchange will not be held responsible for damages caused.

**8.6.** Any content presented on the site is made up of data collected from third party services and the public open source. All data, analyzes, reports, statistics are processed and presented objectively by software that automatically processes the information without any editing or guidance. All news and reports submitted by Bitesax Exchange are only for information and advice, and no precise accuracy is guaranteed. It is possible that the data may be contradictory or inconsistent with one another, and therefore Bitesax Exchange is not under any obligation under these circumstances.

## **9. LAW AND AUTHORITY**

In the event of any disputes arising out of the use of the site and/or in connection with this site and/or in relation to the terms and conditions of the use of the site, and/or in connection with this site, the Turkish Law shall be applicable and the competent courts and enforcement offices are the Tekirdağ Courts and Enforcement Offices.

## **10. AGREEMENT CHANGES**

Bitesax Exchange may change all terms and conditions contained in this agreement without notice. However, the changes will be announced on the site. The user declares and undertakes that he accepts these amendments to be made by Bitesax Exchange with acceptance of this contract.

## **11. ENFORCEMENT**

The user acknowledges and undertakes that when he/she becomes a member of the site, he/she has read and understood all the articles of this contract separately and that he/she approves all the contents and all the provisions of the contract. A user who does not accept this contract must not be a member of the site and should not benefit from the site's services.