

## SERVER PROTECTION RESELLER GENERAL TERMS AND CONDITIONS

The following Server Protection Reseller General Terms and Conditions (hereinafter: “**GTC**”) contains the terms and conditions between BitNinja Technologies Zrt. (hereinafter: “**BitNinja**”) and the resellers (hereinafter: “**Reseller**”) registered on the website <https://reseller.bitninja.io/site/login> (hereinafter: “**Reseller Panel**”) in order to re-sell the license of the software developed by BitNinja called BitNinja Server Protection (hereinafter: “**Software**”).

The definitions in the present GTC, except as otherwise expressly provided, have the meaning defined in Point 3 of the present GTC.

Accepting the present GTC is a precondition for the use of the Reseller Panel available through the Website. The present GTC does not have to be signed in order to be binding for the Parties. If and when Reseller commences to use any element of the services of BitNinja, it shall be deemed to have accepted the provisions of the present GTC contemporaneously. Furthermore, by clicking on the ‘Complete your registration’ button, Reseller expresses his or her intention to conclude the present GTC and accepts and acknowledges the terms and conditions thereof, as well as the Privacy Policy of BitNinja. The Privacy Policy shall be interpreted along with the provisions of the present GTC.

Unless otherwise provided, the contractual relationship on the resell of the Licence between the Parties are based on the present GTC. The Parties with their mutual consent have the right to derive from the present GTC in writing and conclude a unique agreement on the resell of the License.

### 1. DATA OF BITNINJA

Company name: **BitNinja Technologies Zártkörűen Működő Részvénytársaság**  
Registered seat: **4024 Debrecen, Kossuth utca 42. II. em. 5., Hungary**  
Tax number: **27114436-2-09**  
Registration number at the Tribunal of Debrecen as Court of Registry: **09-10-000598**  
E-mail address: [info@bitninja.io](mailto:info@bitninja.io)  
Language of the contract: **English**  
Contact person: **Bence Tóth**

### 2. RESELLER

- 2.1 Reseller is a natural person or a legal entity, who registers on the Reseller Panel in order to resell the Software.
- 2.2 Reseller declares that its capacity to conclude a contract is not under any limitation, Reseller is entitled to accept the present GTC, and the present GTC is not in contrary with the other contracts on this regard concluded with third persons.
- 2.3 Reseller further declares that the natural person acting on its behalf is entitled to represent Reseller, therefore this natural person is authorized to accept this GTC.

### 3. DEFINITIONS

Capitalized terms shall have the meanings set forth below and elsewhere in the present GTC:

**Banned Relationship Rule:** in case of any behavior of Reseller, which is unlawful or infringes the present GTC or any Documents published by BitNinja, BitNinja shall be entitled in its sole

discretion to refuse the access from the Reseller to his or her Reseller Account, furthermore Reseller is not entitled (1) to resell further Licenses, and (2) to get back his or her deposit lodged on the Reseller Account.

**BitNinja Trademarks:** shall mean all names, marks, logos, designs and other brand designations used by BitNinja in connection with its products and Services regardless of whether they have been registered or not.

**Bound User:** means the End User that used a License Key generated and provided by Reseller in order to use the Software, therefore their account is bound to the Reseller Account.

**Claim:** a claim or action brought against the Reseller alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of the present GTC infringes the intellectual property rights of a third party.

**Confidential Information:** any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the Parties and/or to their customers or suppliers in or on any medium or format. For the avoidance of doubt BitNinja's confidential information includes (but is not limited to) materials and the methods, techniques, know-how and ideas used or learned by BitNinja in providing the Software.

**Documentation:** any or all of user documentation, bylaws, manuals and instructions, product documentation, technical documentation including guidelines relating to access and/or statements of functionality related to the Software, and any other document related to the Service.

**End User:** shall mean the natural or legal person who intends to purchase the Software from Reseller.

**EULA:** End User License Agreement, which forms the general contract terms and conditions on relevant circumstances of using the Services available for the customers and End Users of BitNinja, available on the Website.

**GDPR:** means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council.

**GTC:** means the present General Terms and Conditions of BitNinja available on the Website.

**Indemnitee:** means the indemnified Party.

**Indemnitor:** means the indemnifying Party.

**License Key:** means a data string generated by BitNinja that verifies authorized Software product access on one selected server.

**Market:** means all territories across the globe, except the countries listed in *Annex 1* of the present GTC.

**License:** a limited, non-exclusive, non-transferable license to use the Software.

**Party or Parties:** BitNinja and Reseller are collectively referred to "Parties" and separately "Party".

**Price:** means the price which is to be paid by the Reseller to BitNinja for the License.

**Pricing Table:** means the *Annex 2* of the present GTC, which the Price shall be set forth in from time to time.

**Policy:** means the Privacy Policy of BitNinja available on the Website here: <https://bitninja.com/privacy-policy/>

**Reseller Account:** the account created by the Reseller via the Reseller Panel, including the right to access to the Reseller Panel and to determine the Reseller Price.

**Reseller Panel:** shall mean the subdomain reseller.bitninja.io of the Website and all of its subpages, which allows the Visitor to register a Reseller Account and the Reseller to manage the Bound Users' services.

**Reseller Price:** means the price charged by the Reseller to the End Users for the License.

**Service(s):** Server Protection, Site Protection and Free Server Security Scan and any other services provided by BitNinja that are available on the Website.

**Software:** means the software application known as Server Protection created by BitNinja.

**Visitor:** shall mean the natural or legal person who visits the Website.

**Website:** shall mean the website at [www.bitninja.io](http://www.bitninja.io) operated by BitNinja and all subdomains and subpages thereto, through which BitNinja provides the Services.

#### **4. REGISTRATION AND ACCEPTING THE PRESENT GTC**

4.1 In order for a Reseller to be able to resell the Services of BitNinja, it is necessary to create a Reseller Account during the registration procedure on the Reseller Panel. BitNinja holds the right to accept or deny the registration and the partnership.

4.2 Registration as a Reseller is performed by entering the Visitor's name (first name in case of a natural person, company name in case of a legal person), and e-mail address on the Reseller Panel. The Visitor shall be responsible for the correctness, accuracy, and authenticity of the data provided during registration. The Visitor shall be solely responsible to modify any data given during the registration that has been changed.

4.3 Furthermore, BitNinja shall not be liable for damages resulting from the loss of the ID or password of the Reseller. The Reseller can request assistance from BitNinja at [info@bitninja.io](mailto:info@bitninja.io) in case of forgetting or losing its password.

4.4 The Reseller Account cannot be registered with an e-mail address that has been already registered on the Website, even if it is registered as a customer account's e-mail address.

4.5 After providing the requested data on the Reseller Panel and accepting the present GTC and the Policy, the details of the Visitor's registration will be sent to BitNinja. BitNinja shortly sends an email confirming the registration to the e-mail address provided by the Visitor during the registration. The Visitor activates his or her registration by clicking on the link in the confirmation e-mail and confirms the accuracy of the data contained in his or her registration and at the same time sets up a password for his or her Reseller Account. Thereafter BitNinja activates the Visitor's registration and therewith the contractual relationship between the Parties is made.

4.6 BitNinja is entitled to call on the natural person who is acting on behalf of a legal entity Reseller to prove his or her right of representation in respect of the represented Reseller.

4.7 In the event for any reason the Visitor does not receive a confirmation e-mail from BitNinja, he or she must notify BitNinja by e-mail and/or telephone immediately, but not later than within 24 (twenty four) hours after the occurrence of the obstacle. Failure to notify BitNinja will result in automatic cancellation of the registration on the Reseller Panel.

4.8 BitNinja is entitled to access to the data of the Reseller Account and has the right to monitor the compliance of the reselling process of the License to End Users by Reseller with the present GTC.

#### **5. APPOINTMENT AND THE OBLIGATIONS OF RESELLER**

5.1 With the registration of a Reseller Account, BitNinja appoints Reseller, and Reseller accepts such appointment as a non-exclusive reseller of the License. BitNinja authorizes Reseller to resell the License on the Market to End Users solely in accordance with the terms and conditions of the present GTC.

- 5.2 Resellers of BitNinja are independent third parties having a contractual relationship with BitNinja either only by accepting the present GTC or by concluding a unique agreement between the Parties. Resellers shall not under any circumstances be deemed as subcontractors, employees, representatives or officials of BitNinja. Resellers are acting on their own behalf and for their own benefit and their actions shall not be construed as the representation of BitNinja or an action on behalf of BitNinja.
- 5.3 Reseller is able to generate License Keys on the Reseller Panel in order to sell it to the End Users. The Reseller can generate the following types of License Keys:
- a) IP-based license keys, which will be bound to the IP address provided by Reseller and
  - b) not IP-based license keys which can be used by any End User.

Reseller can provide End Users with License Keys by sending out a unique link to the Reseller Account generated on the Reseller Panel, in order to help the End Users to link their server with the Reseller Account.

Reseller is able to add End Users manually on the Reseller Platform by providing the End User's e-mail address and first name.

Once the End User uses a License Key generated and provided by Reseller, End User becomes a Bound User.

- 5.4 Reseller is able to manage the accounts of Bound Users in order to help them in case of any technical issues in relation to the Software. Reseller is solely liable for its conduct and Reseller confirms that it shall never use this access in a fraudulent or improper manner and if such manner is discovered by BitNinja, it is considered to be a breach of the present GTC and shall result in the termination (cancellation) of the Reseller Account without notice to the Reseller.
- 5.5 Reseller is responsible for informing End Users before they purchase the License Key about that the EULA and the Policy will apply in relation of BitNinja and End Users once they purchase and use the License Key. If the End User shall not accept the EULA or the Policy, they should not purchase the License Key from Reseller or use the Software.
- 5.6 Reseller is obliged to comply with the provisions of the present GTC and with other bylaws, manuals and instructions, and further Documentation provided and as from time to time updated by BitNinja. Reseller shall be liable for any damages (including any restitution) that arise at BitNinja or at a third party, because Reseller has not complied with its obligations set out in the present GTC or any legal regulation. Any damages, including restitution, resulting from the violation of such provisions shall be borne solely by Reseller. BitNinja reserves the right to exclude such Reseller without any notice from the Service who violates the obligation set out in this Clause.
- 5.7 Subject to the present GTC, Reseller may identify itself as "BitNinja Server Protection Reseller" solely in connection with its resales of License. Reseller shall use its best efforts to promote and market the Software and for such purposes Reseller is allowed to use the marketing materials provided by BitNinja.
- 5.8 The Parties agree that in connection with the personal data processed or transferred during the performance of the present GTC shall be in accordance with the GDPR and other legal rules.

The End User shall purchase the License Key and registered an account on the Website in order to use the Software and accepted the EULA and the Policy of BitNinja, The Parties shall independently determine the purposes and means of the processing of the personal data, therefore BitNinja shall be an independent data controller. Reseller shall also be an independent data controller in relation to its activities, on the basis of its own privacy policies accepted by the End Users. In order to comply with the obligations contained in the GDPR, the Parties shall set out the rights and obligations related to data processing in their own privacy policies.

If the End User is a natural person in accordance to the above, BitNinja and Reseller as independent and separate data controllers are responsible for informing these natural persons - in connection also with the data transfers set out in the present GTC - in respect with the relevant legal regulations, policies and obtaining their consent.

All legal consequences and damages resulting from the violation of the provisions of this Clause and any other data processing regulations shall be borne independently and separately by the Parties. In case of any modification on the data controller status of the Parties they shall cooperate in order to comply with the relevant legal regulations.

- 5.9. Reseller acknowledges that BitNinja shall add Reseller's details (such as name, seat / address, country) to the list of Resellers publicly available for Visitors on the Website.
- 5.10. Neither the present GTC (or the unique agreement between the Parties) nor any rights and obligations of Reseller hereunder will be assignable or transferable by Reseller, in whole or in part, by operation of law or otherwise, without the prior written consent of BitNinja. Any attempted assignment, subcontract or other transfer of any of Reseller's rights or obligations hereunder will have at no time any legal validity and shall be considered a material breach of the present GTC. The present GTC will be binding upon the Parties and their permitted successors and assignees.

## **6. INTELLECTUAL PROPERTY, TRADEMARKS**

- 6.1 BitNinja shall not sell the Software itself neither to Resellers, nor to End Users, BitNinja always remains the owner of the Software. Reseller acknowledges that all Intellectual Property Rights in the Software (including any Software version) belong and shall belong to the BitNinja. Reseller and the End User shall have no rights in or to the Software other than the right to use it (and Reseller is entitled to resell the License) in accordance with the terms of the present GTC.
- 6.2 The BitNinja name, the BitNinja logo and any other trademarks, illustrations and logos used in relation to the Service whether they are registered or not are trademarks of BitNinja or BitNinja has the right to use them.
- 6.3 The content of the Website and the Reseller Panel, including, but not limited to, its graphic elements, text and technical solutions, the layout and design of the Website and Reseller Panel interface, the Software and other solutions, ideas and implementation used, as well as the content on the Website or on the Reseller Panel published by BitNinja are the intellectual property of BitNinja protected by copyright. The copying thereof, in whole or in part, violates copyrights.
- 6.4 The use of the Services shall under no circumstances result in the source code of the Software being decrypted or deciphered by anyone or in any other way infringe the intellectual property rights of BitNinja. It is also forbidden to adapt or decrypt the content or any part of the Services.

The Parties explicitly state, that under the provisions of the present GTC the Reseller is solely provided with access to the Software and the Website and all of its content furthermore, the Reseller is not entitled to replicate, modify, revise, adapt, develop, correct, reverse engineer, decrypt or decipher the Software or any element thereof.

- 6.5 In performing its obligations hereunder, Reseller may refer to Software by the associated BitNinja Trademarks, provided that such reference is not misleading and complies with any guidelines issued by BitNinja. Reseller is granted no right, title or license to, or interest in any BitNinja Trademarks. Reseller acknowledges and agrees that any use of the BitNinja Trademarks by Reseller will inure to the sole benefit of BitNinja. If Reseller acquires any rights in any BitNinja Trademarks by operation of law or otherwise, it will immediately, at no cost or expense assign such rights to BitNinja along with all associated goodwill.
- 6.6 Reseller may not use any BitNinja Trademarks, except when necessary for sales and marketing purposes, subject to revocable consent of BitNinja.
- 6.7. If a Claim brought against the Reseller, Reseller:
  - (a) as soon as reasonably practicable, giving written notice of the Claim to BitNinja, specifying the nature of the Claim in reasonable detail;
  - (b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of BitNinja (such consent not to be unreasonably conditioned, withheld or delayed);
  - (c) giving BitNinja and its professional advisers access at reasonable time (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Reseller, so as to enable BitNinja and its professional advisers to examine them and to take copies (at BitNinja's expense) for the purpose of assessing the Claim; and
  - (d) subject to BitNinja, providing security to Reseller's reasonable satisfaction against any claim, taking such action as BitNinja may reasonably request to avoid, dispute, compromise or defend the Claim.
- 6.8. If any Claim is made, or in BitNinja's reasonable opinion is likely to be made against Reseller, BitNinja may at its sole opinion and expense:
  - (a) procure for Reseller the right to continue to use the Software (or any part thereof) in accordance with the terms of the present GTC;
  - (b) modify the Software so that it ceases to be infringing;
  - (c) replace the Software with non-infringing software; or
  - (d) inform Reseller in writing and refund any of the Price paid by Reseller on return of the Software and all copies thereof.

## **7. PURCHASE ORDERS, PRICING AND PAYMENT, TAXES**

- 7.1 The Price of the License shall be set forth in the Pricing Table in *Annex 2*. Reseller acknowledges that VAT is not included within the Price and that BitNinja has the right to modify the Price at any time. In addition Reseller shall be responsible for any applicable Taxes which are legally required to be paid on top of Price. BitNinja will inform Reseller on the latest Price change in the form of a short e-mail 15 days prior to the change.
- 7.2 License Keys generated by the Reseller are invalid until Reseller sets up a valid payment method on the Reseller Panel that can be charged by BitNinja.

- 7.3 Reseller may charge End Users for the License a Reseller Price determined in Reseller's sole discretion, but this Reseller Price shall be not less than the preferred price stated by BitNinja in the Pricing Table.
- 7.4 Reseller acknowledges that in accordance with the Banned Relationship Rule the amount of deposit, if any, paid by the Reseller to its Reseller Account on the Reseller Panel shall not be recoverable. The sum of the commission, invoices, settlement/payment details are displayed in the Reseller Account.
- 7.5 Reseller will be responsible for all costs associated with their performance of the present GTC or unique agreement concluded by and between Reseller and BitNinja. In no event will either Party be liable for the other Party's taxes in connection of the present GTC or unique agreement. In the event Reseller fails to remit any of its own taxes due in accordance with the above, Reseller agrees to indemnify and hold BitNinja harmless from and against all liabilities, fees, penalties, interests, deductions or additions to taxes which may be assessed against BitNinja for such failure, and all costs and expenses incurred in the defense of any such assessment, based upon such failure.

## **8. PAYMENT FOR ANNUAL LICENCE SUBSCRIPTION**

- 8.1 The Price which is to be paid annually by Reseller is always in line with the number of End Users on the relevant server of Reseller. In case the number of End Users shall rise during the period of the annual License subscription of Reseller, Reseller shall pay for an upgraded type of the annual License subscription in a time-proportional manner.
- 8.2 In order to specify the appropriate level of annual License subscription of Reseller referred to in point 8.1 above, BitNinja shall constantly monitor the number of End Users on the relevant server of Reseller. If the number of End Users reaches the number specified in the upgraded type of the annual License subscription, BitNinja shall call on Reseller in an email to pay the difference between the Prices of the actual and the upgraded type annual License subscription.
- 8.3 In case the number of End Users remains constantly at a higher level in 7 (seven) days from the date of call of BitNinja referred to in point 8.2, the bankcard or bank account of Reseller shall be charged automatically with the difference of Prices of the annual License subscriptions in a time-proportional manner. BitNinja shall charge the difference of Prices at first instance in the month following the commencement day of the 7 (seven) day-period in a time-proportional manner.
- 8.4 In case the growth of the number of End Users shall not exceed the limit of the appropriate annual License subscription on the 7. (seventh) day from the date of call of BitNinja referred to in point 8.3, BitNinja shall not charge the bankcard or bank account of Reseller.
- 8.5 In case the bankcard or bank account of Reseller cannot be charged with the difference of Prices referred to in point 8.2 and Reseller shall not make the payment despite 3 (three) payment notifications of BitNinja, the original annual License subscription of Reseller shall be terminated on a date which is determined by BitNinja in a time-proportional manner. According to time proportional manner the duration of the annual License subscription shall be in line with the measured number of End Users and the amount paid by Reseller.

## **9. TERM, TERMINATION AND DELETION**

- 9.1 Either Party may terminate the contractual relationship made by and between the Parties on the basis of the present GTC by providing written notice to the other Party with a 45 (forty-five) day notice period.
- 9.2 BitNinja shall be entitled to unilaterally terminate the unique agreement with the Reseller based on this GTC with immediate effect, if Reseller seriously breaches any of its obligations set out in this GTC and in any other Documentation of BitNinja or in applicable law. If the Parties, in the former case, have not concluded a unique agreement, BitNinja shall be entitled to delete the Reseller Account and to refer to the Banned Relationship Rule.
- 9.3 Reseller shall be entitled to unilaterally terminate the unique agreement with BitNinja based on this GTC or the Reseller Account shall be deleted up to the effective date of a new Pricing Table, if Reseller does not accept the new Pricing Table.
- 9.4 Either Party may terminate the unique agreement made by and between the Parties on the basis of the present GTC if the other Party defaults in the performance of any of its obligations under the present GTC and fails to remedy the default within 45 (forty-five) days on written notice from the other Party. Reseller shall be entitled to a proportional refund of the unused deposit paid by it under the present GTC if BitNinja terminates the unique agreement, except a serious breach of the present GTC or the unique agreement, occurred by Reseller or if BitNinja refers to the Banned Relationship Rule.
- 9.5 The Reseller Account and the unique agreement made by and between the Parties on the basis of the present GTC terminates automatically, with no further act or action of Reseller, if a receiver is appointed for the Reseller or over Reseller's property, Reseller makes an assignment for the benefit of its creditors, any proceedings are commenced by, for or against the Reseller under any bankruptcy, insolvency or debtor's relief law, or the Reseller is liquidated or dissolved.
- 9.6 BitNinja shall not be liable to Reseller on account of deletion of the Reseller Account for reimbursement or damages for loss of goodwill, prospective profits or anticipated orders, or on account of any expenditures, investments, leases or commitments made by Reseller based upon or growing out of such deletion.
- 9.7 Upon any termination of the unique agreement of the Parties they shall settle accounts with one another within 30 (thirty) days. Upon termination of the unique agreement based on this GTC, or upon deletion of Reseller Account, Reseller shall cease all advertising, marketing and resale of the License and Software.
- 9.8 Upon any termination of the unique agreement made by and between the Parties on the basis of the present GTC, or upon deletion of Reseller Account, there shall be a phase out period during which Reseller shall not be able to sell additional Licenses. Reseller will continue to collect money for existing Licenses and will keep paying BitNinja the Price for those Licenses, and BitNinja will continue to provide Services, during the phase out period to Reseller customers who have active Licenses. BitNinja will honor all existing Service contracts purchased in advance of such termination or deletion. Reseller shall have the right to remove or replace Licenses from the Reseller distribution channels any time after either Party gives a termination notice.

## **10. REPRESENTATIONS AND WARRANTIES**

- 10.1 BitNinja and Reseller each represents and warrants that:
- (a) its performance on the basis of the present GTC will not violate applicable law or regulation or conflict with, any agreement or obligation to which it may be bound; and
  - (b) it owns or otherwise has the right to use and/or license its respective products and marks and that the other Party's use of its products and marks in compliance with the present GTC will not violate the intellectual property rights of any third party.

## **11. INDEMNIFICATION**

- 11.1 Cross Indemnification. Each Party agrees to indemnify, hold harmless and defend the other Party and its respective agents from and against, any liability, damages, fees or expenses (including attorneys' fees and expenses) to the extent resulting from: (i) any third party intellectual property infringement claim resulting from a Party's or customer's lawful operation of the other Party's products in accordance with the indemnifying Party's terms of use, policies and license terms; and (ii) bodily injury or damages to real or tangible personal property (excluding data) resulting from the gross negligence or willful misconduct of a Party or its agents. Each Party acknowledges and agrees that this cross-indemnification is provided by the Parties to each other exclusively. Nothing in the present GTC shall create any duty on the part of BitNinja or Reseller to any standard of care with reference to or any liability to any person other than the other Party. Any claims brought by a customer shall be governed by the terms and conditions of a Party's policies, terms of use and license terms.
- 11.2 Indemnification Procedures. Each Party shall promptly notify the other in writing of any claim for which indemnification is provided pursuant to the present GTC. The Indemnitor shall promptly assume the defense of the Indemnitee at Indemnitor's sole cost and expense. Indemnitee shall give Indemnitor the exclusive authority to defend such claim and shall reasonably cooperate with Indemnitor in the defense and any related settlement negotiations at Indemnitor's expense. If, after receiving notice of a claim, Indemnitor does not promptly assume Indemnitee's defense against such claim, Indemnitee may undertake its own defense at Indemnitor's expense. In addition to any defense provided by Indemnitor, Indemnitee may, at its expense, retain its own counsel, provided this counsel does not interfere with or impede the defense provided by the Indemnitor.

## **12. EXCLUSION OF WARRANTY AND LIMITATION OF LIABILITY**

- 12.1 Reseller acknowledges that the Software has not been developed to meet the individual requirements of Reseller or the End-Users.
- 12.2 Reseller may only use the Reseller Panel at its own risk and accepts that BitNinja shall not be liable for any material damages or personal infringements arising in connection with the use, apart from the liability for damages caused deliberately, by gross negligence or criminal offenses.
- 12.3 BitNinja excludes any liability for the Reseller's conduct. Reseller is fully and exclusively liable for its own conduct.
- 12.4 Reseller shall be liable to BitNinja for any damages sustained by BitNinja caused by the Reseller's non-compliant and/or unlawful use of the Reseller Panel, the Website or the Software.

- 12.5 BitNinja provides the Software on “as is” basis. BitNinja does not warrant that the use of the Software will be free from vulnerabilities, uninterrupted or error-free. BitNinja shall operate the Reseller Panel, the Website and the Software with reasonable diligence and expertise. BitNinja shall do its best to ensure the continuous availability of the Services available on the Website, however, due to the nature of the Internet, BitNinja cannot guarantee the continuous operation and the continuity of the Services. BitNinja shall not assume any liability for any direct or indirect damages caused by technical shutdowns, breaks independent from BitNinja or destructive applications or programs placed by third parties. Furthermore, BitNinja shall not assume any liability for any direct or indirect damages caused by breakdowns, pauses or any other defects, inaccessibility occur at the service providers (e.g. Google, Atlassian) used by BitNinja. BitNinja shall take all reasonable steps to ensure the visits on the Reseller Panel and the use, safety and reliability of the Software, however, technical errors may still occur, and Reseller shall acknowledge the possibility of such technical errors.
- 12.6 BitNinja shall not make any further statements and undertake no further warranties regarding the Services, thus, in particular, it does not warrant that:
- (a) Reseller may use the Reseller Panel without interruption and without error. Reseller acknowledges, that BitNinja may remove, from time to time, the operation of the Reseller Panel and other Services for an indefinite period, or suspend or terminate the operation of the Reseller Panel for technical, operational reasons at any time, on which, if possible, BitNinja informs Reseller;
  - (b) the Services will be free of loss, malfunction, attack, viruses, intervention, interference, hacking or other harmful interference affecting security, which events are considered as force majeure events, and for which BitNinja shall in no way be held liable. It is Reseller's responsibility to make backups on or from its system prior to, during and after the use of the Services, including any content or data used in connection with the Reseller Panel.
- 12.7 Reseller may sell license rights to third-party software to End Users that may be compatible with the Software, and BitNinja disclaims all warranties, representations or assurances regarding suitability of such third-party software.
- 12.8 BitNinja shall have no liability Reseller, if it is prevented from or delayed in performing its obligations, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control (Force Majeure), including major accidents, epidemic, fire, war, insurrection, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by suppliers or sub-contractors caused by any such circumstance referred to in this Clause, provided that Reseller is notified of such an event and its expected duration.

### **13. WAIVER**

- 13.1 No failure or delay by BitNinja to exercise any right or remedy provided under the present GTC or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **14. CONFIDENTIALITY**

- 14.1 Each Party shall, in respect of the Confidential Information for which it is the recipient:

- (a) keep the Confidential Information strictly confidential and not disclose, directly or indirectly, any part of such Confidential Information to any person except as permitted by, or as required for the performance of the recipient's obligations under the present GTC;
- (b) take all reasonable steps to prevent unauthorized access to the Confidential Information;
- (c) not use the Confidential Information other than for the purposes set out in the present GTC; and
- (d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the purposes set out in the present GTC. Any such copies, reductions to writing and records shall be the property of the disclosing party.

14.2 Subject to Clause 15.3, the Parties may disclose the Confidential Information to, and allow its use in accordance with the present GTC by the following:

- (a) employees and officers of the recipient who necessarily require it because of the performance of the recipient's obligations under the present GTC;
- (b) the recipient's auditors and professional advisors solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient;
- (c) in the case of BitNinja being the recipient, agents and sub-contractors of BitNinja who necessarily require it because of the performance of BitNinja's obligations under the present GTC.

14.3 As a condition of the rights set out in Clause 15.2 the Party wishing to exercise the rights must:

- (a) ensure that any party to whom it discloses Confidential Information is under an obligation of confidentiality in relation to such Confidential Information; and
- (b) procure that such persons observe the restrictions in this Clause 15.

14.4 The restrictions in Clause 15.1 do not apply to any information to the extent that it:

- (a) is or comes within the public domain other than through a breach of Clause 15.1; or
- (b) is in the recipient's possession (with full right to disclose) before receiving it from the other Party; or
- (c) is lawfully received from a third party (with full right to disclose); or
- (d) is independently developed by the recipient without access to or use of the Confidential Information; or
- (e) is required to be disclosed by law, any securities exchange, court order or by other authority of competent jurisdiction or any regulatory or government authority to which the receiving Party is subject provided that, so far as it is lawful to do so, the receiving Party shall take into account the reasonable requests of the disclosing Party in relation to the timing and content of such disclosure.

## **15. AMENDMENT OF THE PRESENT GTC**

15.1 The present GTC is made for an indefinite period of time. BitNinja is entitled to amend in part or in whole the present GTC unilaterally any time. BitNinja will inform Reseller on the latest amendment of the present GTC in a form of a short notice via email or via system message in the Reseller Account. The present GTC and the respective amendment of it shall be effective as of its publication, and after the publication of the respective amendment Reseller accepts and considers itself to be bound by the provisions of the amended GTC in effect by using the Service continuously.

## **16. GENERAL TERMS**

- 16.1** The present GTC is governed by Hungarian law. To issues not regulated in the present GTC, primarily the applicable provisions of the of the Act V of 2013 on the Hungarian Civil Code as well as the applicable provisions of Hungarian laws and regulatory requirements shall apply.
- 16.2 If any provision of the present GTC becomes invalid or unenforceable for any reason, the remaining provisions of the present GTC will continue to be valid and enforceable. An invalid, unenforceable provision is replaced by the valid, enforceable provision closest to its content without any further disclaimer.
- 16.3 BitNinja may communicate its legal statements relating to the present GTC with effect to Reseller in a system message sent to the email address provided by the Reseller during registration. The system message shall be considered to be delivered to the e-mail address registered by the Reseller at the time of sending it. The data stored by BitNinja's IT system shall be applicable to determine the sending time of the system message.
- 16.4 Disputes arising between BitNinja and Reseller from this GTC shall be settled by the District Courts and the Regional Courts of Hungary, depending on the competence, for the place where BitNinja has its registered seat, unless it is excluded by binding Hungarian legislation. If this jurisdiction clause is, in any case, excluded by the mandatory rules of Hungarian law, the dispute shall be determined by a court having jurisdiction and competence under the Hungarian Code of Civil Procedure. The foregoing shall not preclude BitNinja from filing court action or seeking any injunctive relief for protective measures in any competent court for the protection of its intellectual property rights or to file a lawsuit or take action before the courts located at Reseller's registered office (if a company) or its principal place of business (in any other case) or at any jurisdiction for the place of a tort.

*Please accept the present GTC only, if you agree with the above.*

*If you have any further questions regarding the present GTC, please contact us at [info@bitninja.io](mailto:info@bitninja.io)*

*The present GTC is effective from 21st of May, 2024.*

*BitNinja Technologies Zrt.*

## **Annex 1**

### **List of prohibited countries**

Reseller acknowledges that they should not sell products to End Users located in the following countries:

1. Venezuela
2. Syria
3. Afghanistan

**Annex 2**

**Pricing Table**

<b>Amount of deposit (in US dollar)</b>	<b>Price</b>
\$ 3000 +	\$ 14 / Monthly License Key / Server
\$ 1000– \$ 2999.99	\$ 19 / Monthly License Key / Server
\$ 0 – \$ 999.99	Standard pricing indicated on our Website