



Terms & Conditions

1. Welcome to Bitunivex:

1.1 Purpose and Scope: Grandpasaffron Pty Ltd (ACN 645 351 775) (Bitunivex,we,us,our), trading as Bitunivex, owns and operates bitunivex.com (the Site) and the Bitunivex Platform. This platform allows Australian residents to engage in the buying and selling of digital assets, including but not limited to digital tokens and currencies. By accessing and using Bitunivex, users acknowledge and agree to comply with these Terms and Conditions.

1.2 User Responsibility: Users are responsible for understanding the intricacies of digital asset ownership, the risks involved, and the legal and regulatory landscape governing their use of Bitunivex.

2. Acceptance and Variation of Terms:

2.1 Acceptance of Terms: Users expressly accept and agree to be bound by these Terms and Conditions upon accessing and utilising the Bitunivex Platform. Users must carefully review these terms periodically, as continued use implies acceptance of any modifications made by Bitunivex.

2.2 Modification of Terms: Bitunivex reserves the right to modify these Terms and Conditions at its discretion. Users will be notified of any changes, and it is their responsibility to stay informed of these modifications.

3. Acceptable Use:

3.1 Compliance with Laws: Users must adhere to all relevant laws, regulations, and industry standards while using Bitunivex. Prohibited activities include money laundering and fraud.

3.2 Prohibited Activities: Users shall not engage in activities that may compromise the integrity of the platform, including but not limited to the facilitation of illegal transactions, unauthorised access, or any actions deemed detrimental to Bitunivex.

4. Legal Status of Digital Assets:

4.1 Legal Disclaimer: Bitunivex acts as a facilitator for digital asset transactions. Users understand and acknowledge that the legal status of digital assets may vary across jurisdictions and is subject to change. Bitunivex does not provide legal advice, and users are encouraged to seek independent legal counsel.

5. No Financial Advice:

5.1 Non-Financial Advice: Bitunivex does not provide financial advice. Users are responsible for their financial decisions and should seek advice from qualified financial professionals.

6. Risk:

6.1 Digital Assets Generally: Purchasing, holding or exchanging digital assets involves inherent risks such as market volatility, liquidity risks, and potential financial loss. Users are advised to carefully consider their risk tolerance and conduct thorough research before engaging in transactions.

6.2 Ongoing Technological Development: Users acknowledge that digital assets and blockchain technology are subject to ongoing developments and advancements. Bitunivex is not liable for disruptions or system failures resulting from such developments.

7. Australian Residents Only:

7.1 Residency Verification: The Bitunivex Platform is only available to Australian residents. All information and content hosted or made available on or through the Bitunivex Platform is not intended for any person who is not an Australian resident. Users must provide accurate information regarding their residency during the account creation process.

8. Age Restrictions:

8.1 Legal Age: Users must be 18 years of age or older to use Bitunivex. By creating an account, users confirm that they meet the minimum age requirement stipulated by their jurisdiction.

9. App (Coming Soon):

9.1 Mobile Application: Bitunivex may introduce a mobile application in the future. Users will receive notifications about the availability of the application.

10. Account Creation:

10.1 Account Information: for a User to access the Bitunivex Platform, you must:

- create an account on our Site; and
- be over the age of 18; and
- verify your account by following our know-your-customer (KYC) and anti-money laundering (AML) procedures and providing such information and documents which we reasonably require.

We may use, or require you to use, a third party service provider to verify your identity, in which case, you acknowledge and agree as follows:

- the account verification process is subject to the terms of service and other requirements of the third party service provider;
- in order to verify your identity, we, or the third party service provider, may disclose and securely transmit your personal information to:
 - government authorities;
 - credit agencies;
 - politically exposed person database service providers, or other watchlist service providers; and/or
 - other third party data or identity verification service providers.

You consent to us collecting and disclosing your personal information for the above purposes.

We may, at any time, require you to undertake further KYC or AML procedures, and provide further information and documents, in order to maintain your account verification.

Users are required to provide accurate, complete, and up-to-date information during the account creation process. Any changes to this information must be promptly updated by the user.

11. Account Deletion, Suspension, and Termination:

11.1 Account Actions: Bitunivex reserves the right to suspend, terminate, or delete user accounts in the event of any violation of these Terms and Conditions or any unlawful or unethical conduct.

12. Deposits and Withdrawals:

12.1 Deposit and Withdrawal Methods: Users may deposit and withdraw fiat currency or digital assets as per Bitunivex's policies, procedures, and available payment methods.

12.1.1 Bitunivex not obliged to accept deposits from any person, and reserves the right not to deal with any person, for any reason.

12.1.2 All deposits and withdrawals of fiat currency and Digital Assets must be undertaken strictly in accordance with our specifications and requirements from time to time. You acknowledge and agree that, if you fail to comply with our specifications and requirements, we are not responsible for any Loss suffered by you as a result.

12.1.3 Your ability to deposit or withdraw fiat currency or Digital Assets may be regulated under Australian law, such as Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth). You acknowledge and agree that we may, in our sole absolute discretion, do all acts and things which are necessary or desirable to comply with the law, including but not limited to:

- blocking, cancelling, or reversing transactions made using our Services;
- freezing accounts, or preventing access to account funds by you, or any other person;
- notifying the authorities and complying with their requests and requirements.

12.1.4 You agree that we may determine, in our sole absolute discretion, the systems, methods, processes and procedures, by which we receive, hold, or disburse fiat currency or Digital Assets, including but not limited to:

- for fiat currency, whether funds are segregated or pooled; and
- for Digital Assets, if, when and how hot or cold wallets are used or accessed and the amounts of Digital Assets we hold on other exchanges.

13. Fees:

13.1 Fee Structure: Users are subject to fees as outlined in Bitunivex's fee schedule which are available upon request. Fees may vary based on transaction type, volume, and other factors.

14. Payments and Transfers Generally:

14.1 Third-Party Services: Bitunivex may engage third-party payment processors for payment processing services. Users agree to comply with the terms and conditions of these third-party providers.

14.1.2 Bitunivex accepts no responsibility or liability in relation to payments processed by third party payment processors. Any issues which you experience in making payments to us may be raised with us, however, we reserve the right to require you to liaise with the third party payment processor directly.

15. Refunds and Chargebacks:

15.1 Policy Adherence: Refunds and chargebacks are subject to Bitunivex's policies, which users must adhere to. Users understand that chargebacks may result in account suspension or termination.

15.1.1 We may, in our discretion, offer partial or full refunds where we consider appropriate to do so.

16. Security:

16.1 User Security Responsibility: While Bitunivex employs security measures, users are responsible for safeguarding their accounts through secure password management and the use of two-factor authentication.

16.1.1 You must immediately notify us of any unauthorised use of your login IDs or passwords or any other breach of security.

16.1.2 Where there is unauthorised access or a breach of security, we will take appropriate steps to rectify the unauthorised use or breach of security, including by, without limitation, cancelling and resetting the relevant login IDs and passwords, and you must take all other actions that we reasonably deem necessary or desirable to maintain or enhance the security of our computing systems and networks and your access to our Services.

17. No Interference:

17.1 Prohibition on Interference: Users must not engage in any activities that interfere with the proper functioning, security, or performance of Bitunivex's platform. Any attempts to manipulate or disrupt the platform are strictly prohibited.

18. Availability:

18.1 Service Availability: While Bitunivex aims to provide uninterrupted service, users acknowledge that temporary disruptions, maintenance, and unforeseen technical issues may occur.

18.1.1 You acknowledge and agree that access to our Services is reliant upon various factors outside our control, including, without limitation, you meeting the minimum technical requirements of the Bitunivex Platform, your Internet service provider or telecommunications provider, the speed and bandwidth of your Internet connection, the equipment or devices which you use to access and use our Services, our hosting and web server (to the extent that we engage third party contractors) and other factors which may impact upon the delivery of our Services to you via the Internet.

19. Copyright, Intellectual Property:

19.1 Ownership of Intellectual Property: All content, logos, trademarks, software, and educational material associated with Bitunivex are protected by copyright and intellectual property laws. Users must not use, reproduce, or distribute such material without explicit consent.

20. Privacy:

20.1 Data Collection and Protection: Bitunivex's privacy policy governs the collection, use, and protection of user data. Users agree to the terms outlined in Bitunivex's Privacy Policy, available on the platform.

20.1.1 If, as a result of these Terms, a person (other than us) collects, or is able to access, any personal information about identifiable individuals, then that person must:

- comply with all relevant and applicable privacy laws and such other data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information, as if they were regulated by these laws;
- comply with any applicable privacy code or policy which has been adopted by the person who collected the personal information as if it were bound by that code or policy;
- take all reasonable measures to ensure that such personal information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse and that only authorised representatives, employees and officers have access to it; and co-operate with the other person in the resolution of any complaint under, or relating to, any of the laws, codes or policies referred to in paragraphs (a) and (b) above.

21. Consequences for Violation:

21.1 **Account Actions:** Violations of these Terms and Conditions may result in account suspension, termination, or other actions deemed necessary by Bitunivex.

22. DISCLAIMER:

22.1 **Service "As Is":** Bitunivex provides its services "as is" without any warranties, representations, or guarantees. Users acknowledge and accept the inherent risks associated with the use of digital asset exchange platforms.

23. LIMITATION OF LIABILITY:

23.1 **No Liability:** Bitunivex disclaims any liability for losses, damages, or expenses incurred by users in connection with the use of the platform. Users understand and accept the risks associated with the purchase of digital assets.

24. INDEMNITY AND RELEASE:

24.1 **User Indemnification:** Users agree to indemnify and hold Bitunivex, its affiliates, and their respective officers, directors, employees, and agents harmless from any claims, liabilities, damages, losses, or expenses arising from their use of Bitunivex.

25. Reporting:

25.1 **Suspicious Activity Reporting:** Users must promptly report any suspicious activity or security concerns to Bitunivex for investigation.

25.2 **Offensive Content:** if you encounter any content on Bitunivex that you find offensive and which you believe breach these Terms, please report the content to us by e-mailing contact@bitunivex.com. So that we can efficiently deal with your report, please ensure that your report:

- states the reason for your concern/s; and
- clearly identifies the content by providing:
- a description of it; and
- a link to the specific page, post or content (if applicable).

26. Confidentiality:

26.1 Confidential Information: Users agree to maintain the confidentiality of information obtained through Bitunivex and not to disclose it to third parties without prior written consent.

27. Notices and Notifications:

27.1 Electronic Notices: Users consent to receiving notices and notifications from Bitunivex electronically, which may include email or messages through the platform.

28. General:

28.1 Disputes:

28.1.1 Arbitration: Any disputes arising from or in connection with these Terms and Conditions shall be resolved through binding arbitration, in accordance with applicable laws.

28.2 Entire Agreement:

28.2.1 Comprehensive Agreement: These Terms and Conditions constitute the entire agreement between users and Bitunivex, superseding any prior agreements or understandings.

28.3 Jurisdiction:

28.3.1 Governing Law: These Terms and Conditions are governed by the laws of Queensland, Australia. Any legal action or proceedings shall be brought in the courts of Queensland.

28.4 Severability:

28.4.1 Partial Invalidity: If any provision of these Terms and Conditions is deemed invalid, the remaining provisions shall remain in full force and effect.

28.5 Waiver:

28.5.1 No Waiver: The failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision or any other provision.

29. Rules of Interpretation:

29.1 Interpretation Guidelines: Rules of interpretation outlined in Bitunivex's legal framework, including definitions and construction principles, apply to these Terms and Conditions.

29.1.1 By using Bitunivex, users acknowledge and agree to these detailed and Terms and Conditions. Bitunivex encourages users to seek legal advice if any clause is unclear or if further clarification is required.