

1. Terms and Conditions (User Agreement)

This is the master and binding agreement that governs the use of the platform, the website (bitritm.com) and its interfaces or API connections. Its internal structure comprises complex clauses designed to safeguard the company's technological and legal operation:

The terms of service begin with a precise and strict identification of the legal entity that manages and operates the technological platform, in compliance with the corporate transparency standards required by the Salvadoran regulator:

- **Corporate Name and Tax Identification:** The platform is formally operated by the Salvadoran capital stock corporation EXCHANGE TECHNOLOGIES, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, abbreviated EXCHANGE TECHNOLOGIES, S.A. DE C.V. The company is duly registered in the Commercial Registry of the National Registry Center (CNR) of El Salvador under Tax Identification Number (NIT) 0623-180725-109-4.
- **Legal Domicile of Operations:** For all legal purposes, contractual notifications, and dispute resolution, the company establishes its domicile and principal physical infrastructure at the following address: Cuscatlán Tower, Level 5, Suite 5, Boulevard Los Próceres and Calle Albert Einstein, District of Antiguo Cuscatlán, Municipality of La Libertad Este, Department of La Libertad, El Salvador.
- **Licenses and Regulatory Authorizations:** It is expressly stated in the contractual preamble that EXCHANGE TECHNOLOGIES, S.A. DE C.V. holds the following licenses and authorizations within the jurisdiction of El Salvador, which legitimizes its operation with digital assets and Bitcoin:
 - a) **Digital Asset Service Provider (DASP) License:** Authorized by final resolution of the National Digital Assets Commission (CNAD) under the Digital Assets Issuance Law (LEAD), with final registration number -----.
 - b) **Bitcoin Service Provider (BSP) Registration:** Formally registered with the Central Reserve Bank (BCR) of El Salvador under registration number -----.
 - c) **Financial Supervision:** The platform and the group's institutions are under the supervision of the Superintendency of the Financial System (SSF) of El Salvador with respect to integration with the traditional financial and payment system.

1.1. Contractual Structure and Incorporation by Reference

The master Terms of Service agreement is not limited to a single web document, but is rather defined as an interconnected documentary ecosystem.

- **Incorporation of Satellite Documents:** It is expressly established that all additional documents, policies, and guidelines published in the "Legal" section of the official portal are incorporated by reference and form an indivisible part of the binding agreement. This includes:

- o The **Privacy Policy**.
- o The **Cookie Information**.
- o The **Risk Notices**.
- o The technical standards and compliance guidelines applicable to transactions, anti-money-laundering (AML) prevention policies, and customer due diligence (KYC).
- **Rules of Interpretation and Appendix:** It is specified that words capitalized throughout the contract are governed by the technical definitions set out in the "Appendix of Definitions" of the terms of service, ensuring that no ambiguities exist regarding terms such as "Account", "User", "Digital Asset", or "Service".

1.2. Strict User Eligibility and Capacity Requirements

EXCHANGE TECHNOLOGIES, S.A. DE C.V. imposes rigorous conditions of technical, legal, and financial capacity before allowing any person to interact with its trading engines or custody services. By accepting the terms, the user continuously warrants that:

- **Natural Persons (Retail):** They must be at least 18 years of age (or the age of majority legally required in their country of origin). They must possess full legal capacity under the laws of any applicable jurisdiction to enter into binding contracts and must not be subject to any judicially declared physical or cognitive impairments.
- **Representatives of Legal Entities (Corporate / Institutional):** If the user acts on behalf of a legal entity (corporation, funds, etc.), they must declare and warrant that such entity is duly organized and in good standing under the laws of its country of incorporation. Likewise, they warrant that they hold sufficient legal representation powers (management powers of attorney or express corporate mandates) to contractually bind the entity under these terms.
- **Compliance History:** The user declares that they have not previously had an account suspended, canceled, or disabled by EXCHANGE TECHNOLOGIES, S.A. DE C.V. due to security breaches, money laundering, or any serious violation of the user agreement.
- **Financial Status and Solvency:** It is declared under oath that neither the natural person nor the represented legal entity is in a state of insolvency, suspension of payments, creditor proceedings, or bankruptcy.

1.3. Jurisdictional Boundaries, List of Prohibited Countries, and Geo-blocking

Due to the highly regulated nature of financial instruments and tokenized assets, EXCHANGE TECHNOLOGIES, S.A. DE C.V. applies absolute geographic access restrictions.

- **List of Jurisdictions Excluded from the Services:** The platform strictly prohibits the registration, access, or use of its exchange, trading, and custody services by citizens or residents of the following locations:

- o United States of America (including overseas territories and any person qualifying as a *U.S. Person* under SEC Regulation S).
- o Afghanistan, Bangladesh, Bolivia, Myanmar (Burma), Burundi, Cuba, Eritrea, Guinea, Guinea-Bissau, Israel, Iran, Iraq, North Korea, Russia, Syria, and the People's Republic of China (with the exception of the Special Administrative Regions of Hong Kong and Macau and the territory of Taiwan).
- **Use of Geo-blocking Technologies:** To ensure compliance, the company implements IP-address blocking tools and biometric residence validation. EXCHANGE TECHNOLOGIES, S.A. DE C.V. expressly disclaims any liability for accidental network blocks affecting users in permitted areas as a result of the use of these tools.
- **Prohibition of Temporary Access:** If a user travels to or is temporarily located within a prohibited territory, they are strictly prohibited from accessing the platform during their stay, even if their account was originally verified in an authorized country. The use of VPNs or traffic-masking techniques to circumvent geo-blocking is deemed a serious breach that entitles the platform to confiscate assets and terminate the contract.

1.4. Description of the Technological Environment and Asset Support

The platform is essentially defined as a market infrastructure aimed primarily at institutional clients, corporations, wealth managers, and OTC desks.

- **Access Channels:** The platform and its services for buying, selling, and exchanging digital assets are accessible through its official web portal, mobile application interfaces (iOS/Android), or through application programming interface (API) connections that are authorized and authenticated by means of secure cryptographic keys.
- **Unilateral Authority over the Asset Catalog:** The company reserves the right to discontinue, withdraw, or suspend technical support for any fiat currency or digital asset (cryptocurrency, stablecoin, or RWA token) unilaterally at any time.
- **Notification Commitment:** Except where an applicable law, judicial, or regulatory order dictates otherwise, EXCHANGE TECHNOLOGIES, S.A. DE C.V. will make commercially reasonable efforts to give the user prior notice of the delisting or discontinuation of support for an asset, allowing them to transfer their balances to secure external wallets.

1.5. Complete Disclaimer of Financial and Legal Advice

To protect the entity against potential claims for economic losses arising from the trading of volatile assets, the terms establish an absolute disclaimer of liability:

- **Informational Character:** All information regarding prices, volume, volatility, ranges, and performance of digital assets displayed in the interface is purely informational and illustrative in nature.

- **Absence of an Advisory Relationship:** Access to and use of the interface does not constitute, under any circumstances, a contractual relationship of financial advice, delegated management, or tax, accounting, or legal consulting.
- **Responsibility for Decisions:** The user assumes the commitment and exclusive responsibility to independently evaluate their decisions to buy, sell, or hold digital assets based on their own due diligence and risk tolerance.

1.6. Clause on "Special Services" and Test (Beta) Features

The platform contemplates the possibility of launching experimental-phase tools to optimize the innovation of its secondary market:

- **Nature of the Special Services:** EXCHANGE TECHNOLOGIES, S.A. DE C.V. may enable additional tools, plug-ins, customized interfaces, or pre-release versions at no additional cost or with functional limitations.
- **Right of Modification:** These test tools carry no guarantee of continuous technical support and may be modified, restricted in their access, or completely discontinued immediately and without the need to issue prior notice. The user expressly assumes all technical or financial risk arising from their interaction with these features.

1.7. Custody Architecture and Safeguarding of Cryptographic Assets

This section details the technical operation of the safeguarding of funds and the institutional custody mechanisms that distinguish the platform:

- **Wallet Systems (Hot & Cold Wallets):** To safeguard users' assets, the platform (or its authorized sub-custodians) distributes cryptographic balances across two types of storage infrastructure:
 1. Hot Wallets: Connected directly to the internet and managed online to ensure immediate liquidity, process automatic withdrawals, and settle orders in real time.
 2. Cold Wallets: Hardware systems and servers completely disconnected from the network (*offline*) to drastically mitigate the possibility of hacking or unauthorized access to the reserve treasury.
- **Engagement of External Sub-custodians (Collective Wallets):** EXCHANGE TECHNOLOGIES, S.A. DE C.V. is contractually and technically empowered to delegate, in whole or in part, the safeguarding of digital assets to institutional sub-custodians, technology infrastructure providers, and specialized backend partners.
 - o *Operation:* Users' assets may be deposited and consolidated in collective accounts or multipurpose wallets operated under strict security controls on the servers of these licensed third parties.

1.8. Liability Exclusions Regarding Third-Party Custodians and Insolvency

This clause defines the scope of liabilities and the transfer of operational risk to the user in the event of systemic third-party failures:

- **Direct Liability Disclaimer:** It is established that EXCHANGE TECHNOLOGIES, S.A. DE C.V. shall not be liable for capital losses, consequential damages, or indirect harm arising from operational incidents affecting the engaged sub-custodians.
- **Third-Party Force Majeure Events:** This includes, but is not limited to, bankruptcies or corporate insolvency declarations of the sub-custodians, connectivity failures of their systems, delays in the delivery of funds, massive hacks that compromise their perimeter security, internal theft, fraud, professional negligence, hardware accidents, or prolonged interruption of their underlying services.
- **Recovery Efforts Without Guarantee:** In the event that an external sub-custodian experiences a failure, EXCHANGE TECHNOLOGIES, S.A. DE C.V. undertakes to make commercially reasonable efforts to initiate legal or technical actions aimed at recovering its users' assets. Nevertheless, the contract explicitly warns that there is no guarantee that such actions will be successful or that the recovery of funds will be completed quickly or in full. The user assumes this risk in its entirety upon creating their account.
- **Ineffectiveness of Contractual Insurance:** Although EXCHANGE TECHNOLOGIES, S.A. DE C.V. contractually requires its sub-custodians to obtain cybersecurity or active-custody insurance policies, the agreement notes that it is not possible to guarantee that such insurance will effectively cover the loss that occurs or that indemnity funds will be available to users.

1.9. Technological Vulnerabilities and Private Key Security

- **Risks of the Cryptographic Infrastructure:** It is warned that DLT-based assets depend on public and private keys. If the private key pair of EXCHANGE TECHNOLOGIES, S.A. DE C.V., of its custodians, or of its infrastructure providers comes to be hacked, destroyed, compromised, or lost without an accessible cryptographic backup, the digital assets contained in those addresses will become technically unrecoverable forever.
- **Assumption of Risk by the User:** The platform cannot provide absolute guarantees regarding the invulnerability of the systems against persistent attacks, *bugs* in the protocol of external decentralized networks, or security failures of its providers. The user accepts that, if they do not wish to voluntarily assume this risk inherent to the digital economy, they must not register or operate on the platform.

1.10. Official Channels for Handling Complaints and Disputes

The platform provides clear mechanisms to channel claims and requests for technical support or legal compliance in an orderly manner:

- First Support Contact Channel: For ordinary questions, technical clarifications, or the initiation of administrative claims, users must write directly to the official support email: team@bitritm.com
- Block Trade Inquiries (OTC Desk): For the institutional segment and high-volume transactions, the point of contact is team@bitritm.com.
- Financial Consumer Protection Claims Procedure: In compliance with the guidelines of Salvadoran legislation for entities supervised by the Superintendency of the Financial System (SSF), it is indicated that, for inquiries, complaints, or claims that have not received a timely or satisfactory resolution from the company's internal customer service team, the user has the legal right to address their claim directly to the administrative authority:
 - o SSF Contact: [**atencionalusuario@ssf.gob.sv**](mailto:atencionalusuario@ssf.gob.sv).