

**WELCOME
TO
BIT ACCESS ECOSYSTEM**



**BIT ACCESS (BIT)
Token Name**

TERMS AND CONDITIONS

Effective Date: December 4, 2024

Jurisdiction: Cebu City, Cebu, Philippines, 6000

These Terms and Conditions (the "Terms") govern your access to and use of the BIT Access Ecosystem, including all related services, platforms, applications, and digital assets (the "Services") provided by BIT Access. By accessing or using the Services, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, you should not use the Services.

1. Definitions

1.1 "BIT Access" refers to the platform and ecosystem that integrates blockchain technology with various industries such as e-commerce, education, and merchant services.

1.2 "BIT Token" refers to the native cryptocurrency token used within the BIT Access Ecosystem, represented by the symbol BIT.

1.3 "User" refers to any individual or entity that accesses or uses the Services provided by BIT Access.

1.4 "Services" refers to all offerings provided by BIT Access, including access to the BIT ecosystem, token sales, staking programs, educational resources, merchant services, and other decentralized applications.

2. Acceptance of Terms

2.1 Agreement: By accessing or using the Services, you agree to these Terms, including any additional terms, policies, or guidelines that may apply to specific aspects of the Services.

2.2 Modification of Terms: BIT Access reserves the right to modify or update these Terms at any time. Any changes will be communicated via the platform, and your continued use of the Services after such modifications constitutes acceptance of the updated Terms.

3. Eligibility

3.1 Eligibility Requirements: You must be at least 18 years old or have the legal capacity to enter into binding contracts under the laws of your jurisdiction to use the Services.

3.2 Jurisdictional Restrictions: BIT Access prohibits the use of its Services by individuals or entities located in jurisdictions where the use of cryptocurrency, blockchain technology, or related services is restricted or illegal.

3.3 KYC/AML Compliance: To comply with anti-money laundering (AML) and know-your-customer (KYC) regulations, you may be required to provide identification documents and other information before accessing certain features or participating in token sales.

4. Services Provided

4.1 Decentralized Platform: BIT Access offers a decentralized platform integrating blockchain technology with e-commerce, education, and merchant services, allowing users to engage in secure peer-to-peer transactions.

4.2 Token Sale and ICO: BIT Access conducts token sales (Initial Coin Offerings, ICO) that allow users to purchase BIT tokens for use within the ecosystem.

4.3 Staking and Rewards: BIT Access provides a staking program where users can lock their BIT tokens to earn rewards.

4.4 Educational Resources: BIT Access offers access to educational content, including online courses, workshops, and seminars where users can exchange value using BIT tokens.

4.5 Merchant Services: BIT Access enables merchants to accept BIT tokens as a form of payment, integrate decentralized e-commerce features, and offer loyalty rewards to customers.

5. Account Registration and Security

5.1 Account Creation: To use certain Services, you must create an account on the BIT Access platform by providing accurate and complete information.

5.2 Account Security: You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. BIT Access will not be liable for any unauthorized access or loss of funds resulting from compromised account security.

5.3 Notification of Breaches: You must notify BIT Access immediately if you suspect any unauthorized access to your account or any other security breaches.

6. Use of the Services

6.1 Acceptable Use: You agree to use the Services only for lawful purposes and in compliance with applicable local, state, and international laws and regulations.

6.2 Prohibited Activities: You shall not engage in any activity that interferes with or disrupts the Services, including, but not limited to, fraudulent activities, spamming, hacking, or any form of malicious activity.

6.3 Ownership of Content: You retain ownership of any content you upload to the platform, but by submitting content, you grant BIT Access a worldwide, non-exclusive, royalty-free license to use, distribute, and display your content in connection with the Services.

7. Token Sale and ICO

7.1 Token Sale Participation: To participate in any BIT Access token sale or ICO, you must meet the eligibility criteria as determined by BIT Access, and comply with all applicable laws in your jurisdiction.

7.2 Risks of Token Purchase: You acknowledge that purchasing BIT tokens involves significant risks, including but not limited to market volatility, regulatory uncertainty, and the potential loss of funds.

7.3 No Guarantee of Success: BIT Access makes no representations or guarantees regarding the future performance, value, or utility of the BIT tokens or the success of the BIT Access Ecosystem.

8. Fees and Charges

8.1 Transaction Fees: BIT Access may charge fees for certain transactions within the ecosystem, including but not limited to token purchases, staking rewards, or other platform services. These fees will be disclosed before the transaction is processed.

8.2 Changes in Fees: BIT Access reserves the right to modify, increase, or reduce the fees associated with the Services at any time. Any changes will be communicated to users.

9. Privacy and Data Protection

9.1 Privacy Policy: Your use of the Services is governed by the BIT Access Privacy Policy, which outlines how we collect, use, and protect your personal data. By using the Services, you agree to the terms of the Privacy Policy.

9.2 Data Collection: BIT Access collects personal and transactional data as necessary to provide the Services. You agree to provide accurate and up-to-date information when required.

9.3 Data Security: BIT Access takes reasonable steps to protect your personal data, but cannot guarantee complete security of your data transmitted over the internet.

10. Intellectual Property Rights

10.1 Ownership: BIT Access retains all intellectual property rights to its platform, software, and other materials used in the provision of the Services.

10.2 License: BIT Access grants you a non-exclusive, non-transferable license to use the Services for personal, non-commercial purposes in accordance with these Terms.

10.3 Restrictions: You may not copy, modify, distribute, or create derivative works based on the Services or any content provided by BIT Access without express written permission.

11. Dispute Resolution and Governing Law

11.1 Arbitration: Any disputes arising out of or in connection with these Terms shall be resolved through binding arbitration in Cebu City, Cebu, Philippines. The arbitration will be conducted in English, and the arbitrator's decision will be final and binding.

11.2 Governing Law: These Terms shall be governed by and construed in accordance with the laws of the Philippines, without regard to its conflict of law principles.

12. Limitation of Liability

12.1 Exclusion of Liability: BIT Access will not be liable for any indirect, incidental, special, or consequential damages arising from your use of the Services, including but not limited to loss of profits, data, or funds.

12.2 Limitation of Damages: The total liability of BIT Access for any claim arising out of or related to these Terms shall be limited to the amount you paid for the Services in the twelve (12) months preceding the claim.

13. Indemnity

13.1 Indemnification: You agree to indemnify and hold BIT Access, its affiliates, employees, officers, and partners harmless from any claims, losses, damages, liabilities, and expenses (including legal fees) arising from your breach of these Terms or your use of the Services.

14. Force Majeure

14.1 Events Beyond Control: BIT Access will not be held liable for failure or delay in performance due to events beyond its reasonable control, such as natural disasters, war, terrorism, strikes, government action, or technical failures.

14.2 Notification: BIT Access will notify you of any such event and will make reasonable efforts to resume normal service as soon as possible.

15. Third-Party Services

15.1 External Links: The Services may contain links to third-party websites or services. BIT Access is not responsible for the content or activities of these third-party services.

15.2 Transactions with Third Parties: BIT Access is not liable for any transactions, disputes, or issues arising from your dealings with third-party services.

16. Affiliate Program

16.1 Participation: BIT Access may offer an affiliate program that allows users to earn commissions by referring new users. You agree to comply with the terms and conditions specific to the affiliate program.

17. Token Use and Restrictions

17.1 Utility of Tokens: BIT tokens are utility tokens that can be used within the BIT Access Ecosystem for transactions, staking, and rewards.

17.2 Prohibited Use: BIT tokens may not be used for illegal activities, including money laundering or fraud.

18. Taxation

18.1 Tax Responsibilities: You are responsible for any taxes associated with your use of the Services, including token purchases, staking rewards, and any other transactions within the BIT Access Ecosystem.

19. Term and Termination

19.1 Termination by You: You may terminate your account at any time by contacting BIT Access customer support.

19.2 Termination by BIT Access: BIT Access reserves the right to suspend or terminate your access to the platform for violations of these Terms or any illegal activity.

20. Changes to Services

20.1 Modification of Services: BIT Access may modify, upgrade, or discontinue certain features of the Services at its discretion.

21. User Feedback

21.1 Contributions: Any feedback, suggestions, or ideas provided to BIT Access shall be the property of BIT Access, and you grant BIT Access a perpetual, royalty-free license to use such contributions.

22. Communication

22.1 Notices: BIT Access may send notices and communications to you via email, platform notifications, or other means. You agree to receive such communications.

23. Severability

23.1 Severability: If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions shall continue in full force and effect.

24. Privacy Policy

24.1 Data Collection: The use of your personal information is governed by the BIT Access Privacy Policy.

25. Miscellaneous

25.1 Entire Agreement: These Terms represent the entire agreement between you and BIT Access regarding the Services.

By using the BIT Access Ecosystem, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

26. Ownership and Rights

26.1 Intellectual Property Ownership: BIT Access retains full ownership of all intellectual property rights, including but not limited to software, trademarks, logos, and proprietary content used in the BIT Access Ecosystem. No rights or ownership are transferred to you through the use of the Services.

26.2 License Grant: BIT Access grants you a limited, non-exclusive, non-transferable license to access and use the Services solely for personal, non-commercial purposes in accordance with these Terms. Any unauthorized use or duplication of BIT Access's intellectual property is strictly prohibited.

27. User Responsibilities

27.1 Compliance with Laws: You are responsible for complying with all applicable local, state, and international laws, rules, and regulations when using the BIT Access Ecosystem. You agree not to engage in any activity that could damage the reputation of BIT Access, its affiliates, or the broader blockchain community.

27.2 Accurate Information: You agree to provide accurate, up-to-date, and complete information when creating your account or interacting with the platform. Failure to provide accurate information may result in the suspension or termination of your access to the Services.

28. Risk Acknowledgement and Liability Limitations

28.1 Acknowledgment of Risks: You understand and acknowledge that the use of blockchain technology, cryptocurrency transactions, and participation in the BIT Access Ecosystem involves substantial risk. You accept full responsibility for any loss, damage, or harm that may arise from your use of the Services.

28.2 No Liability for External Factors: BIT Access is not liable for any damage or loss caused by factors outside of its control, including but not limited to hacking, phishing, cyber-attacks, regulatory changes, or technological failures.

28.3 Limitation of Liability: To the maximum extent permitted by law, BIT Access's liability for any direct or indirect loss, damage, or expenses arising out of your use of the Services is limited to the total amount you have paid for Services within the 12 months preceding the occurrence of the event.

29. Termination of Services and Account Suspension

29.1 Termination by You: You may discontinue using the BIT Access Services at any time by closing your account. However, any obligations or liabilities that arose prior to the termination of your account will still apply.

29.2 Termination by BIT Access: BIT Access reserves the right to suspend or terminate your account at its sole discretion, particularly if you violate any part of these Terms or engage in fraudulent, illegal, or harmful activity.

29.3 Effect of Termination: Upon termination or suspension, you will no longer have access to your account, and you must cease all use of the Services. Any outstanding obligations for payments, fees, or other charges must be settled.

30. Force Majeure

30.1 Force Majeure Events: BIT Access will not be held responsible for any delays or failure to perform its obligations under these Terms due to events beyond its reasonable control, including but not limited to natural disasters, wars, strikes, technical failures, or government restrictions.

30.2 Notification of Force Majeure: BIT Access will notify you as soon as reasonably possible in the event of a force majeure event that affects the provision of the Services. BIT Access will make reasonable efforts to mitigate the impact and restore service to normal conditions.

31. Governing Law and Dispute Resolution

31.1 Jurisdiction: These Terms are governed by the laws of the Philippines. Any dispute related to these Terms shall be exclusively resolved by arbitration in Cebu City, Cebu, Philippines.

31.2 Arbitration Process: In the event of a dispute, both parties agree to first attempt to resolve the matter through informal negotiations. If such negotiations fail, the dispute shall be resolved through binding arbitration conducted under the rules of the Philippine Dispute Resolution Center.

31.3 Arbitrator's Decision: The arbitrator's decision will be final and binding, and the prevailing party will be entitled to reimbursement for its reasonable legal fees and costs.

32. No Waiver of Rights

32.1 Non-Waiver: Any failure by BIT Access to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of such rights. Any waiver must be explicitly stated in writing by BIT Access.

33. Assignment

33.1 Transfer of Rights: You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of BIT Access.

33.2 Assignment by BIT Access: BIT Access may assign or transfer its rights and obligations under these Terms at any time without your consent.

34. Indemnification

34.1 Indemnity Obligation: You agree to indemnify, defend, and hold harmless BIT Access, its affiliates, partners, employees, agents, and directors from and against any and all claims, damages, liabilities, costs, and expenses (including legal fees) arising from your use of the Services, violation of these Terms, or infringement of third-party rights.

34.2 Claim Resolution: BIT Access will notify you promptly of any claim or legal action requiring indemnification, and you agree to cooperate in the defense of such claims.

35. Changes to Terms and Conditions

35.1 Right to Amend: BIT Access reserves the right to modify or update these Terms at any time. You will be notified of changes, and the updated version will be posted on the BIT Access website. Continued use of the Services after the updates constitutes your acceptance of the revised Terms.

36. Customer Support and Communications

36.1 Support Services: For questions or concerns regarding these Terms or the Services, you may contact BIT Access customer support via the contact details provided on the platform.

36.2 Communications: BIT Access may communicate with you through email, notifications on the platform, or other means. You agree to receive communications related to account activities, promotions, changes to the Services, or legal matters.

37. Entire Agreement

37.1 Full Agreement: These Terms, along with the Privacy Policy and any other legal agreements or policies incorporated by reference, constitute the entire agreement between you and BIT Access regarding the use of the Services.

37.2 Prior Agreements: These Terms supersede all prior agreements or understandings, whether written or oral, between you and BIT Access regarding the use of the Services.

CONTACT US

Connect with Us at

BIT ACCESS ECOSYSTEM

Official Social Media Accounts

Website: <https://bitaecosystem.org>

Email Ad: support@bitaecosystem.org

Alternative Email: bitaecosystem@gmail.com

FB: <https://www.facebook.com/bitaecosystemofficial>

TWT: <https://x.com/bitaecosystem>

YTB: <https://www.youtube.com/@bitaecosystemofficial>

TG: <https://t.me/bitaecosystemofficial>

Git: <https://www.github.com/bitaecosystemofficial>