

Privacy Policy

Effective Date: 30 October, 2018

We ("Company", "us", "we") endeavor to adhere to the following privacy policy with respect to the operation and use of our website and extension ("our services").

We take your privacy seriously and want you to understand exactly what information we collect, how we use that information, which pieces of information you can request us to remove, and how to contact us about this policy. Please read this policy carefully. Your continued use of our extensions and/or website constitutes your agreement to this policy.

We collect several types of information, such as:

Anonymous information

Our services captures anonymous usage information, including but not limited to: current version of the extension, preferred language, number of blocked requests, and browser and operating system type.

Personally identifiable information (PII)

Information that you provide.

You may provide us with a name and e-mail address.

To verify that you are human we ask you for a phone number and perform a check via in-call verification code submission.

Website Activity

Certain none PII Website activity information is automatically collected and logged by our servers. Such information includes IP address used to connect user's computer to the Internet, username (if applicable), date and time of visit, length of visits to certain pages.

Cookies.

We use cookies for the purpose of your connection and session on our Website's servers, distinguish you from other users of our Website, obtaining Website activity and in some cases for security and authentication purposes.

Analytics

Our services uses various analytics services to aggregate information about traffic patterns and how our website and extension are used.

Information we receive from other sources.

We may receive none PII about you if you use any of the other websites we operate or the other services we provide.

How our services uses and discloses collected information

We use the collected usage and analytics information to maintain and improve the our extension and website and gain insight into how our services are being used.

Our services sometimes share anonymized and aggregated information that cannot be associated with an individual with third parties or the public.

Data security

We took measures to protect the security of your email from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

All anonymous usage information that our services collects is stored in our databases and we takes reasonable steps to keep it secure. That said, no database or server is 100% secure and we cannot guarantee the absolute security of your data in our system or while being transmitted over the Internet. Our best effort is given, but you use our services at your own risk.

Changes and updates to this policy

We reserves the right to change this policy for any reason, and may make small, inconsequential changes to this policy with or without notice. Each time this policy is changed we will revise the "Effective Date" at the top of this page. Your continued use of the our services constitutes your agreement to this Privacy Policy and any revisions or updates.

Contact

BitTube Intenational SE

Am Borsigturm 56

D 13507 Berlin, Germany

Phone: +49 (0)30 435 98 -788

You can always contact us with questions or feedback about our privacy policy by sending us an email at [here](#).

Terms of Service and user Agreement

Effective as of 30 October, 2018

Together with its subsidiaries and other affiliates, BitTube International SE, (“BitTube”), makes available the “Site” (websites including, without limitation, www.bittubeapp.com and all sub-domains), “Software” (software and mobile applications), and “Services” (including, without limitation, cryptocurrency services) to help people share value more effectively. Access to and use of BitTube’s existing Site, Software and Services, as well as any future Sites, Software or Services provided by BitTube are governed by this Terms of Service and License Agreement (this “Agreement”).

THIS IS A LEGALLY BINDING AGREEMENT. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT OR THE PRIVACY POLICY REFERENCED HEREIN, YOU MUST IMMEDIATELY LEAVE THE SITE AND YOU ARE NOT AUTHORIZED TO ACCESS OR USE ANY OF THE SERVICES OR SOFTWARE. BY ACCESSING OR USING THE SITE, SERVICES AND/OR SOFTWARE, YOU CONFIRM THAT YOU ARE AT LEAST 18 YEARS OLD (OR IF YOU ARE BETWEEN 13 AND 17 YEARS OLD, INCLUSIVE, THAT YOU ARE USING THE SITE, SERVICES AND/OR SOFTWARE ONLY WITH THE APPROVAL OF YOUR PARENT OR GUARDIAN), THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT, AND THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT.

If you are an individual, or are accessing the Site to use the Services or Software, or are otherwise browsing the Site, this Agreement is between you, individually, and BitTube.

If you are an employee, faculty member or student of a university, school or other entity or organization that has implemented Airtime, the Services and Software (an “publisher”), you are an “owner” of your user and (i) you represent that you have your user’s permission and authority to use the Site, Services, Software and your publisher’s “User Content” (as defined below) subject to this Agreement, (ii) this Agreement is an agreement between you, individually, and BitTube, and (iii) your publisher is jointly responsible for your use of the Site, Services and Software.

If you are entering into this Agreement on behalf of an publisher, you represent that you have the authority to bind the Enterprise Subscriber to this Agreement, in which case references to “you” in this Agreement shall mean the publisher, website owner. If you do not have such authority, you must not accept this Agreement and may not use the Site, Software or Services.

THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST BitTube AND ITS LICENSORS AND ITS SUPPLIERS TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST BitTube AND ITS LICENSORS AND ITS SUPPLIERS ON YOUR OWN BEHALF, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON YOUR OWN BEHALF, AND (3) YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO HAVE YOUR CLAIMS DECIDED BY A JUDGE OR JURY.

Licenses

If you are an individual user: In consideration for your acceptance of this Agreement, BitTube grants you a personal, limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Site, the Services and the Software solely for your own personal purposes.

If you are an Publisher: In consideration for your agreement to this Agreement, BitTube grants you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and make use of the Site, the Services and the Software solely for your internal website purposes. In addition, you may permit such number of Authorized Users as has been agreed between you and BitTube to access and make use of the Site, Services and Software.

If you are an Authorized User: In consideration for your agreement, BitTube grants you a personal, limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and make use of the Site, the Services and the Software solely for the internal business purposes. You may access and use the Site, Services and Software only in accordance with any instruction manuals, user guides and other documentation as made available by BitTube from time to time (“Documentation”).

If you are a website owner, this restriction applies to each of your site/pages individually.

In addition, you may not:

- a.** copy, modify or create derivative works based on the Site, Services, Software or Documentation, or any portion(s) of any of the foregoing (individually and collectively, “BitTube IP”);
- b.** distribute, transmit, publish or otherwise disseminate any BitTube IP;
- c.** download or store any BitTube IP except to the extent explicitly permitted on the Site;
- d.** transfer to any third party any of your rights under this Agreement
- e.** access or use the Services, Software or BitTube IP for the benefit of any third party
- f.** access content or data not intended for you, log onto a server or account that you are not authorized to access, or otherwise violate or attempt to violate any security or authentication feature or measures of the Site, Software or Services;
- g.** attempt to access or derive the source code or architecture of any Software;
- h.** attempt to probe, scan or test the vulnerability of the Site, Services and/or Software, or any associated system or network, or to breach any security or authentication feature or measures of the Site, Software or Services (except with BitTube’s express permission in connection with your participation in one of BitTube’s security testing programs), and if you are blocked by BitTube from accessing the Site, Software or Services (including by blocking your IP address), you will not implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address);
- i.** interfere or attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting malicious software or computer code (“Malicious Code”) to the Site or Services, load testing, overloading, “flooding,” “spamming,” “mail bombing,” “crashing,”;
- j.** email or otherwise transmit any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains any Malicious Code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person or entity; (v) constitutes unsolicited or unauthorized materials; or (vi) is otherwise objectionable;
- k.** automate access to the Site or the Services, including, without limitation, through the use of APIs, bots, scrapers or other similar devices;
- l.** export or re-export any BitTube IP;
- m.** use or access any Services, Software or BitTube IP in order to build a competitive product, service or solution;
- n.** violate any applicable law or regulations in connection with your use of the Site, Services or Software;
- o.** impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, including, without limitation, a website owner; or
- p.** permit any third party to do any of the foregoing.

BitTube may offer certain Software, including certain interfaces, for download from the Site (“Ancillary Software”). Subject to the other terms and conditions of this Agreement, you may install and use Ancillary Software on computers owned, leased or otherwise controlled by you, solely in conjunction with your authorized use of the Services. Upon expiration or termination of this Agreement for any reason, you shall cease any further use of the Ancillary Software and shall promptly destroy all copies thereof in your possession.

Certain Services or Software (including Ancillary Software) may be subject to additional limitations, restrictions, terms and/or conditions specific to such Services or Software (“Specific Terms”). In such cases, the applicable Specific Terms will be made available to you and your access to and use of the relevant Services or Software will be contingent upon your acceptance of and compliance with such Specific Terms.

Certain Services or Software (including Ancillary Software) may contain or otherwise make use of software, code or related materials from third parties, including “open source” or “freeware” software (“Third Party Components”). Certain Third Party Components may be subject to separate license terms that accompany such Third Party Components that, to the extent they conflict with the terms of this Agreement, supersede the terms of this Agreement. If required by any license for a particular Third Party Component, BitTube makes the source code of such Third Party Component, and any of BitTube’s modifications to such Third Party Component, as required, available upon written request to BitTube.

Registration and security

By completing the registration process for any given Services, you are agreeing to sign in to the selected Services, subject to the terms and conditions of this Agreement. You agree to provide BitTube with accurate and complete registration information and to promptly notify BitTube in the event of any changes to any such information.

You shall be solely responsible for the security and proper use of all user IDs, passwords or other security devices used in connection with the Site and/or the Services, and shall take all reasonable steps to ensure that they are kept confidential and secure, are used properly and are not disclosed to or used by any other person or entity. You shall immediately inform BitTube if there is any reason to believe that a user ID, password or any other security device issued by BitTube has or is likely to become known to someone not authorized to use it, or is being or is likely to be used in an unauthorized way. BitTube reserves the right (at its sole discretion) to request that you change your password(s) in connection with the Services, and you shall promptly comply with any such request.

You are solely responsible for all activity in connection with access to the Site and/or Services through your account or using your password, and for the security of your computer systems, and in no event shall BitTube be liable for any loss or damages relating to such activity.

Access to Services

You are responsible for obtaining and maintaining any equipment and ancillary services needed to connect to or access the Site or otherwise use the Services, including, without limitation, modems, hardware, software, internet service and telecommunications capacity. You shall be solely responsible for ensuring that such equipment and ancillary services are compatible with the Services and Software.

Mobile Services

The Site, Software and Services may include products and services that are available via a mobile device, including (i) the ability to send/receive transactions to the Services via a mobile device, (ii) the ability to browse the Services and the Site from a mobile device, and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, “Mobile Services”). To the extent you access the Service through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that BitTube may communicate with you regarding BitTube and other entities by electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to the person that acquires your mobile telephone number.

User Content

You are solely responsible for all cryptocurrency transactions, entered or otherwise transmitted by you in connection with your use of the Services and/or Software. BitTube has no obligation to monitor any user transactions and shall have no liability to you or any other person or entity with respect thereto, including, without limitation, liability with respect to any law infringement. You warrant, represent and covenant that you respect any applicable law, rule or regulation of any government authority of competent jurisdiction. BitTube is not responsible for the loss, corruption or other changes to user funds. Without limiting the foregoing, any feature(s) of the Services and/or Software that may permit you to temporarily save or otherwise store User funds are offered for your convenience only and BitTube does not guarantee that the User funds will be retrievable. You are solely responsible for saving, storing and otherwise maintaining User funds including

by maintaining backup copies of your private key on appropriate independent systems that do not rely on the Services and/or Software.

Changes to Services or Terms

BitTube reserves the right at any time to (i) change any information, specifications, features or functions of the Site, Services or Software. BitTube will use its commercially reasonable efforts to notify you of changes to the Services and/or Software that, in BitTube's reasonable opinion, have the effect of materially and adversely diminishing the functionality of the Services to which you have subscribed.

BitTube may from time to time update or revise this Agreement. If BitTube updates or revises this Agreement, BitTube will notify you either by email to your most recently provided email address, by posting the updated or revised Terms of Service and End User License Agreement on the Site or by any other manner chosen by BitTube in its commercially reasonable discretion. Your use of the Site, Services or Software following any such update or revision constitutes your agreement to be bound by and comply with this Agreement as updated or revised. You can view the most current Terms of Service and End User License Agreement at bittubeapp.com/terms. It is your responsibility to review the Terms of Service and End User License Agreement periodically.

Links to third party sites

Any links on the Site to third party websites are provided for your convenience only. If you choose to access third party websites or obtain products or services from third parties, you do so entirely at your own risk and such access is between you and such third party. BitTube does not warrant or make any representation regarding the legality, accuracy or authenticity of content presented by such websites or any products or services offered by third parties and shall have no liability for any loss or damages arising from the access or use of such websites, products or services.

Consent to receive email

Your registration to use the Site and/or Services constitutes your consent to receive email communications from BitTube, including messages regarding customer service issues and other matters. You may opt not to receive email correspondence, other than technical notifications and email regarding issues related to your account and your use of the Site and Services, at any time by following the link included in the email messages.

Data collection and privacy

BitTube does not collect personally identifiable information from you except to the extent you have explicitly given such information to BitTube. BitTube's information practices are further described in its privacy policy, which is available at: bittubeapp.com/privacy-policy (the "Privacy Policy"). The Privacy Policy is an integral part of this Agreement and is expressly incorporated by reference, and by entering into this Agreement you agree to (i) all of the terms of the Privacy Policy, and (ii) BitTube's use of data as described in the Privacy Policy is not an actionable breach of your privacy or publicity rights.

BitTube may from time to time update or revise the Privacy Policy. If BitTube updates or revises the Privacy Policy, BitTube will notify you either by email to your most recently provided email address, by posting the updated or revised Privacy Policy on the Site or by any other manner chosen by BitTube in its commercially reasonable discretion. Your use of the Site, Services or Software following any such update or revision constitutes your agreement to be bound by and comply with the Privacy Policy as updated or revised.

In addition, BitTube may engage third parties to conduct risk control and fraud detection/prevention activities. As part of such engagements, if you initiate a transaction on the Site or through the Services, BitTube may give such third parties access to your pertinent credit card and other personal information. Such third parties may only use such personal information for purposes of performing risk control and fraud detection/prevention activities for us. However, they may also convert such personal information into hashed or encoded representations of such information to be used for statistical and/or fraud prevention purposes. By initiating any such transaction, you hereby consent to the foregoing disclosure and use of your information.

Indemnity

You shall indemnify, release and hold harmless BitTube and its parents, subsidiaries, affiliates, licensors and suppliers, and each of their respective officers, directors, employees and agents, from and against any loss, liability (including settlements, judgments, fines and penalties) and costs (including reasonable attorney fees, court costs and other litigation expenses) relating to any claim or demand made by any third party due to or arising out of your access to the Site, use of the Services or Software, violation of this Agreement, or infringement of any intellectual property or other right of any person or entity. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Warranty disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BitTube, ITS LICENSORS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE SITE, SERVICES, AND SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, OR REGARDING SECURITY, QUIET ENJOYMENT, RELIABILITY, TIMELINESS AND PERFORMANCE. YOU AGREE THAT YOUR USE OF THE SITE, SERVICES AND SOFTWARE ARE AT YOUR OWN SOLE RISK AND THAT THE SITE, SERVICES AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS," "WHERE IS," "AS AVAILABLE," "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, BitTube AND ITS LICENSORS AND ITS SUPPLIERS DO NOT WARRANT THAT THE OPERATION OF THE SITE, SERVICES AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitation of liability

YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN BitTube AND YOU. YOU UNDERSTAND THAT THE SITE, SERVICES AND SOFTWARE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

CERTAIN STATES DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "WARRANTY DISCLAIMERS" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

Dispute resolution by binding arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate

This Section titled "Dispute resolution by binding arbitration" is referred to in this Agreement as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and BitTube, whether arising out of or relating to this Agreement (including any alleged breach thereof), the Site, Software or Services, any advertising or any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and BitTube are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator,

not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND BitTube AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND BitTube AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

c. Pre-Arbitration Dispute Resolution

BitTube is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@bit.tube. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to BitTube should be sent to Am Borsigturm 56

D 13507 Berlin, Germany, Attn: Operations Department ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If BitTube and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or BitTube may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by BitTube or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or BitTube is entitled.

d. Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the German Arbitration Institute's (DIS) rules and procedures, including the DIS's Supplementary Procedures for Consumer-Related Disputes (collectively, the "DIS Rules"), as modified by this Arbitration Agreement. For information on the DIS, please visit its website, <http://www.disarb.org/em/>. Information about the DIS Rules and fees for consumer disputes can be found at the DIS's consumer arbitration page, <http://www.disarb.org/>. If there is any inconsistency between any term of the DIS Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless BitTube and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by DIS. If your claim is for €10,000 or less, BitTube agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the DIS Rules. If your claim exceeds €10,000, the right to a hearing will be determined by the DIS Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the DIS Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is €75,000 or less, at your request, BitTube will pay all Arbitration Fees. If the value of relief sought is more than €75,000 and you are able to demonstrate to the arbitrator that

you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, BitTube will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, BitTube will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Finally, if the value of the relief sought is €75,000 or less, BitTube will pay reasonable attorneys' fees should you prevail. BitTube will not seek attorneys' fees from you. But, if you initiate an arbitration in which you seek more than €75,000 in relief, the payment of attorneys' fees will be governed by the DIS Rules.

f. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability

Without limiting the severability provision in the Section titled "General Provisions" of this Agreement, if a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) of this Arbitration Agreement is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of clause (b) of this Arbitration Agreement is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of this Agreement will continue to apply.

h. Future Changes to Arbitration Agreement

Notwithstanding any provision in this Agreement to the contrary, BitTube agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending BitTube written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement.

General provisions

This Agreement shall be governed by, and construed in accordance with, the laws of Germany, without regard to any choice of law, conflicts of law or other principles that would result in the applicable of the laws or regulations of any other jurisdiction. Subject to the section titled "Arbitration", any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Germany. You and BitTube agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

This Agreement and the rights and obligations herein are personal to you, and you may not assign or otherwise transfer this Agreement or any of your rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of BitTube. BitTube may freely assign this Agreement, including, without limitation, in connection with a merger, acquisition, bankruptcy, reorganization, or sale of some or all of our assets or stock.

If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision(s) shall be replaced by a valid, legal and enforceable provision or provisions that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision(s).

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

If BitTube is unable to perform any obligation under this Agreement because of any matter beyond its reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of BitTube), acts of local or central government or other competent authorities, problems with telecommunications providers,

hostile network attacks or other events beyond BitTube's reasonable control (each, a "Force Majeure Event"), BitTube will have no liability to you for such failure to perform; provided, however, that BitTube shall resume performance promptly upon removal of the circumstances constituting the Force Majeure Event. If any Force Majeure Event continues for more than sixty (60) days, either BitTube or you may terminate this Agreement by delivery of written notice to the other party. You will remain responsible for all Fees incurred through the last day the Services were available. If you and BitTube have executed a separate user Agreement applicable to your access to and use of the Site, Services and/or Software, then the terms and conditions of such Subscription Agreement shall prevail to the extent of any conflict with the terms and conditions of this Agreement. In all other cases, this Agreement constitutes the entire agreement between BitTube and you with respect to its subject matter, and supersedes all prior communications and proposals, whether electronic, oral or written, between BitTube and you. No waiver or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party.

BitTube International SE