Terms of Service

Last Updated: 10 november 2025

1) Introduction & Agreement

These Terms of Service (“Terms”, “Agreement”) govern your access to and use of the websites and applications operated by BIM GROUPE HOLDING INTERNATIONAL LIMITED (“BIM Finance”, “we”, “our”, “us”), including bim.finance, exchange.bim.finance, blog.bim.finance, documentation, and any front-end or API we provide (collectively, the “Services” or the “Interface”).

BIM Finance provides information and a non-custodial, permissionless Interface to interact with the BIM Protocol—a set of open-source smart contracts deployed on public blockchains (including, without limitation, Polygon). We do not control or operate any blockchain network or any deployment of the Protocol, and we do not custody user assets.

By accessing or using the Services, you confirm that you have read, understood, and agree to be bound by these Terms and our Privacy Policy (incorporated by reference). If you do not agree, do not use the Services.

Arbitration Notice: Section 13 contains a binding arbitration agreement and class action waiver. Except where prohibited by law, disputes must be resolved by arbitration on an individual basis.

2) Regulatory Status & Eligibility

Entity & Governing Law. The Services are provided by BIM GROUPE HOLDING INTERNATIONAL LIMITED, a company organized under the laws of the British Virgin Islands (BVI). These Terms are governed by BVI law (see Section 17).

Non-MiCA / Non-EU / Non-US Offering. BIM Finance is not MiCA-compliant and not regulated by EU or US financial authorities. The Services are not intended for residents or entities of the European Union, the United States, or any sanctioned/restricted jurisdiction.

Sanctions & Export Controls. You represent that you are not (i) located in, organized in, or a resident of a jurisdiction under comprehensive sanctions or embargoes; (ii) listed on any sanctions list (e.g., OFAC SDN, EU, UN, UK HMT); or (iii) using the Services for prohibited end uses. We may geo-block or otherwise restrict access in our discretion.

Eligibility. You must be at least 18 and legally competent to accept this Agreement.

3) Nature of the Services

Informational & Interface Only. Content on the Services (including docs, blog posts, data, tutorials, links, and third-party content) is informational and may be outdated, incomplete, or inaccurate.

Do your own research.

Non-Custodial. You retain full control of your cryptoassets at all times via your self-custodial wallet. We do not access or control your private keys, funds, or transactions.

Third-Party Wallets. Your wallet (e.g., MetaMask, Rabby) is provided by a third party, governed by that party's terms and privacy policy. We do not endorse or assume responsibility for any wallet provider.

Smart Contracts. Transactions are executed automatically by smart contracts on public blockchains and are typically irreversible. Network gas fees are non-refundable and outside our control.

4) Changes to Services & Terms

We may update or discontinue any part of the Services and/or modify these Terms at any time in our sole discretion. Continued use after an update constitutes acceptance of the revised Terms. We may remove or limit features without notice or liability.

5) Your Responsibilities & Assumption of Risk

Protocol & Technology Risks. You understand and accept the inherent risks of blockchain technology, including bugs, exploits, forks, reorgs, network congestion, oracle failures, UI errors, and market volatility, which may lead to partial or total loss.

Security of Wallet. You are solely responsible for safeguarding your devices, wallet, seed phrase, and private keys. We cannot recover or reset them.

Compliance & Taxes. You are solely responsible for compliance with your local laws, reporting, and paying any taxes arising from your activity.

No Advice. Nothing in the Services constitutes financial, investment, legal, accounting, or tax advice.

6) Prohibited Uses

You agree not to use the Services to:

Violate any law, regulation, sanctions, or export controls;

Engage in or facilitate fraud, market manipulation, money laundering, or terrorist financing;

Upload or distribute malware or attempt to hack, DDoS, exploit, or otherwise interfere with smart contracts, networks, or infrastructure;

Circumvent geo-blocks, IP filters, or other access controls;

Infringe intellectual property, privacy, or other rights;

Harvest data, perform scraping beyond robots.txt, or abuse the API (including excessive calls, spam, or attempts to deanonymize users);

Use the Services in jurisdictions where such use is illegal or restricted.

We may suspend or block access (including by wallet address, IP, or other technical means) if we suspect prohibited activity or a breach of these Terms.

7) Fees & Payments

Network Fees. On-chain transactions require gas fees paid to the network, not to us.

Interface Fees (if any). If the Interface displays any fee for convenience features, it will be shown prior to execution. All fees are final once a transaction is broadcast.

8) Intellectual Property & Open Source

Interface License. Subject to your compliance with these Terms, we grant you a personal, revocable, non-exclusive, non-transferable license to use the Interface as provided. We reserve all rights not expressly granted.

Protocol & Code. Elements of the Protocol may be open-sourced under their respective licenses. To the extent code is open-sourced, your rights are governed by the applicable open-source license, not these Terms. Trademarks, logos, brand assets, and non-code content remain our property or that of our licensors.

Feedback. You grant us a perpetual, worldwide, royalty-free license to use any feedback or suggestions you provide.

9) Third-Party Services & Links

The Services may reference or link to third-party websites, or integrate third-party tools (wallets, RPCs, analytics, oracles). We do not control and are not responsible for third-party content, terms, policies, or performance. Your use of third-party services is at your own risk.

10) Access Controls; Suspension; Termination

We may, with or without notice, suspend, restrict, or terminate your access to all or part of the Services for any reason, including security concerns, suspected illegal activity, regulatory risk, technical issues, or breach of these Terms. You may stop using the Services at any time.

11) Disclaimers

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, AND LICENSORS DISCLAIM ALL WARRANTIES (EXPRESS OR IMPLIED), INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND SECURITY.
We do not warrant that transactions will execute as you expect, that on-chain data is correct, or that vulnerabilities will not be exploited.

12) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS, ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY.
OUR AGGREGATE LIABILITY FOR ALL CLAIMS SHALL NOT EXCEED USD $100. NO SPECIFIC PERFORMANCE OR DELIVERY OF DIGITAL ASSETS SHALL BE REQUIRED AS A REMEDY.

Some jurisdictions do not allow certain limitations; where prohibited, the limitation will apply to the maximum extent permitted.

13) Dispute Resolution; Arbitration; Class Waiver

Good-Faith Resolution. Before filing any claim, the complaining party must send a written notice describing the dispute and relevant facts. The parties will confer in good faith within 60 days to attempt resolution.

Binding Arbitration. If unresolved, any dispute, claim, or controversy arising out of or relating to the Services or these Terms shall be finally resolved by binding arbitration under the International Arbitration Rules of the International Centre for Dispute Resolution (ICDR).

Seat/Place: British Virgin Islands

Language: English

Arbitrators: 1 or 3 arbitrators with experience in internet technology and blockchain matters

Confidentiality: Proceedings and awards are confidential, unless disclosure is required by law

Fees: The prevailing party may recover reasonable attorneys' fees and costs

Damages: Must conform to Section 12 (Limitation of Liability)

Class Action Waiver. YOU AND WE WAIVE ANY RIGHT TO SEEK RELIEF AS A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION. ARBITRATION SHALL PROCEED ONLY ON AN INDIVIDUAL BASIS.

If a court determines that the class waiver is unenforceable for a particular claim, that claim must be severed and litigated in court; the remaining claims shall proceed in arbitration.

14) Indemnification

You agree to defend, indemnify, and hold harmless BIM Finance and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or related to: (a) your use or misuse of the Services; (b) your breach of these Terms; (c) your violation of any law or third-party rights; or (d) any content or data you provide.

We may assume exclusive defense and control of any matter subject to indemnification; you will cooperate with our defense.

15) Compliance; Investigations; Enforcement

We may monitor usage for compliance, investigate suspected violations, and cooperate with law enforcement and regulators. We may take any action we deem appropriate, including blocking addresses, disabling functionality, or providing information as required by applicable BVI law.

16) Electronic Communications & Notices

By using the Services, you consent to receive electronic communications from us (e.g., notices via the Interface or email). Such communications satisfy any legal requirement that communications be in writing.

Contact: contact@bim.finance

17) Governing Law; Venue (Residual Court Proceedings)

These Terms are governed by the laws of the British Virgin Islands, without regard to conflict-of-law rules. Where a dispute is not subject to arbitration (e.g., provisional relief, IP enforcement, or where the arbitration agreement is found unenforceable for that dispute), the exclusive jurisdiction and venue shall be the courts of the British Virgin Islands.

18) Suspension for Risk & Force Majeure

We may suspend or modify the Services due to force majeure or events beyond our reasonable control (e.g., natural disasters, war, sanctions, regulatory actions, power failures, internet outage, attacks, chain halts/forks). We are not liable for any resulting unavailability or delays.

19) Beta Features & No Warranties

From time to time we may release beta or experimental features. They are provided as-is, may be disabled at any time, and may contain defects.

20) Severability; Assignment; No Waiver; Entire Agreement

If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted, and the remainder will continue in effect. You may not assign these Terms without our prior written consent; we may assign to an affiliate or in connection with a merger, acquisition, or asset transfer. Our failure to enforce any provision is not a waiver. These Terms, together with the Privacy Policy, constitute the entire agreement between you and us regarding the Services and supersede prior understandings.

21) Geographic Restrictions & User Covenants

You covenant not to use a VPN, proxy, or other means to circumvent geo-restrictions or blocks we may apply. If you become a resident of a restricted jurisdiction, you must cease using the Services.

22) Acknowledgements Specific to Blockchain

You acknowledge that:

On-chain data is public and immutable; we cannot modify or delete it.

Airdrops, governance, staking, listing, or token-related features (if any) are determined by smart contracts or third parties and are not promises by us.

Interface information (prices, APYs, risks) may be sourced from third parties and can be wrong, delayed, or unavailable.

23) Contact

BIM GROUPE HOLDING INTERNATIONAL LIMITED
Road Town, Tortola, British Virgin Islands
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