



SWARBRICKS LIMITED BITCOIN PAYMENT TERMS AND CONDITIONS

1. These Bitcoin Payment Terms & Conditions (“Bitcoin Terms”) apply to your use of Bitcoin as your selected payment method for legal services provided by Swarbricks Limited (whether trading as Swarbricks or Imperium). **Please read these Bitcoin Terms carefully.** By using Bitcoin as your method of payment, you acknowledge and agree to be bound by these Bitcoin Terms. These Bitcoin Terms apply in addition to the terms and conditions contained in our Terms of Engagement. If there is a conflict between these Bitcoin Terms and our Terms of Engagement with respect to Bitcoin transactions, these Bitcoin Terms apply. If you do not agree with any of the terms and conditions in these Bitcoin Terms, do not use Bitcoin as your payment method.
2. We reserve the right to change, suspend, remove, disable or impose access restrictions or limits on our acceptance of Bitcoin as a payment method for our services at any time without liability to you, in our sole and absolute discretion.

PAYING WITH BITCOIN AS PAYMENT METHOD

3. At any time during our retainer with you, you may notify us that you wish the pay for services in Bitcoin. You can change your mind at any time until payment is completed.
4. To comply with the law, we may require you to provide us with additional information to allow us to verify your identity when you elect to pay our fees in Bitcoin.
5. Our fees are denominated in New Zealand Dollars (“NZD”). If you choose to make a payment using Bitcoin, you must pay an amount of Bitcoin that is of equivalent value to the NZD amount of the invoice we provide to you. We will provide you with an NZD invoice for our services. The fee and retrieval amounts recorded on our NZD invoice will be discounted by a rate of 20% over the amount charged if paid in NZD. Disbursements recorded on our NZD invoice (if any) will be always charged at cost inclusive of GST and not discounted.
6. Our payment gateway will retrieve the Bitcoin/NZD conversion rate at the time you initiate the payment process. Our payment gateway is set to retrieve the conversion rate from www.coingecko.com, however we reserve the right to change our conversion rate reference at any time without notice to you. The retrieved amount denominated in Bitcoin will be the Bitcoin Price. You must initiate the transfer of the Bitcoin Price to us within the time that our payment gateway will provide to you together with the Bitcoin Price (the “Bitcoin Price Window”), which is 1 hour. If you do not initiate the transfer of the Bitcoin Price to us within the Bitcoin Price Window, the Bitcoin Price will expire, and we will provide you with a new Bitcoin Price and Bitcoin Price Window upon your request.

7. To make a payment in Bitcoin, you need a digital wallet that supports transfers of Bitcoin to external digital wallets, compatible hardware and Internet access. The Bitcoin Price invoice will contain a digital wallet address (“Bitcoin Address”) in both alphanumeric and QR code form. This is the payment address location to which you will need to send Bitcoin from your digital wallet.
8. It is your responsibility to confirm and verify that the alphanumeric code that we provide to you is accurately reflected in the recipient field of your digital wallet software. You must exercise care when inputting the Bitcoin address into the recipient field because Bitcoin transactions cannot be reversed. We are not responsible for any failure to accurately input the alphanumeric code into the recipient field.
9. Please exercise care when inputting the correct Bitcoin Price into the amount field because Bitcoin transactions cannot be reversed. Please understand that you are responsible for confirming that you input the correct amount of Bitcoin and the correct Bitcoin address into your digital wallet software. If you input the Bitcoin address incorrectly, your Bitcoin may be irretrievably lost or destroyed. If you choose to input the Bitcoin address by scanning a QR code or copy and pasting the alphanumeric code, it is your responsibility to confirm that the alphanumeric wallet address that we provide to you is identical to the alphanumeric wallet address that populates in your digital wallet software upon scanning the QR code or copying and pasting the alphanumeric code. We will not be liable or responsible for any lost Bitcoin or other digital asset as a result of you sending Bitcoin to an incorrect wallet address or sending a digital asset that is not Bitcoin to us.

BITCOIN NETWORK FEES

10. You are responsible for directly paying all Bitcoin network fees (“Transaction Fees”) associated with the transaction, separate and apart from the Bitcoin Price. If your digital wallet software does not automatically generate a Transaction Fees amount for you, you must calculate the amount of Transaction Fees necessary for the transaction to process on the Bitcoin network. Our payment gateway will suggest a Transaction Fee sufficient to include your transaction within the next 2 blocks, however you remain responsible for ensuring the Transaction fee is sufficient. The Transaction Fee covers the cost of verifying Bitcoin transactions. We have no control over the Transaction Fee and do not receive any portion of the Transaction Fee.

PAYMENT SUPPORT FOR BITCOIN ONLY

11. Bitcoin (also referred to as BTC or Bitcoin Core) is the only digital asset that we accept as payment for our services. You may not make purchases with us using any other digital asset, including Bitcoin fork products, such as Bitcoin Cash and Bitcoin SV. Our Bitcoin digital wallet is not configured to detect or receive digital assets other than Bitcoin.
12. Please make sure that you do not send digital assets other than Bitcoin to us. If you attempt to send a type of digital asset to us that is not Bitcoin, such digital asset(s) might be irretrievably lost or destroyed. We will not be liable or responsible for any lost or destroyed digital assets.

TRANSACTIONS COMPLETE ONCE CONFIRMED

13. Once a Bitcoin transaction is submitted to the Bitcoin network, it will be unconfirmed for a period (usually less than one hour if your Transaction Fee is sufficient) until the Bitcoin network reflects such transfer in a certain number of consecutive blocks on the Bitcoin network. We deem a transaction to be complete upon 2 consecutive block confirmations. We will consider your transaction pending until the Bitcoin network reflects the transaction in such number of consecutive blocks.

UNDERPAYMENTS AND OVERPAYMENTS

14. The price of Bitcoin can be volatile and subject to upward and downward movements. You are responsible for initiating a payment of Bitcoin in the exact Bitcoin Price amount indicated on the payment webpage within the Bitcoin Price Window. Each Bitcoin Price will expire after the Bitcoin Price Window. After the Bitcoin Price expires, you will need to request a new Bitcoin Price from us. If you transmit an amount other than the Bitcoin Price, your order may fail, we may refund your order fee and/or deposit pursuant to these Bitcoin Terms, and you will be required to resubmit the payment to us in the correct amount to allow us to process your order. Bitcoin Payments are Final Once you initiate a Bitcoin transaction, the transaction cannot be reversed. This is inherent in the nature of the Bitcoin network; not a policy set by us.
15. You are responsible for verifying that you have inputted the correct Bitcoin address into the recipient field and the correct Bitcoin Price into the amount field in your digital wallet software.

BITCOIN NETWORK PROTOCOLS

16. We do not own or control the underlying software protocols that govern the operation of the Bitcoin network. The Bitcoin network protocols are open source, and anyone can use, copy, modify, and distribute them. We are not responsible for operation of the Bitcoin network protocols. The Bitcoin network protocols are subject to sudden changes in operating rules (e.g., forks), and such changes may materially affect the value, function, and/or even the name of Bitcoin. In the event of a fork, we may, in our reasonable discretion, decide whether to suspend or discontinue accepting payments in the form of Bitcoin.
17. We will not be responsible or liable for any failure of the Bitcoin network protocol that results in a failed payment of Bitcoin to us or otherwise involves your Bitcoin payment.

LAW & REGULATION

18. The legal and regulatory environment surrounding digital assets continues to evolve in New Zealand. To the extent you choose to use Bitcoin as a payment method, you are solely responsible for compliance with any applicable laws and tax obligations. You agree to provide us with information that we request for the purposes of verifying your identity and the detection of money laundering, terrorist financing, fraud, or any other financial crimes in accordance with our Terms of Engagement.

REFUNDS

19. If you are entitled to a refund of your payment, we reserve the right to refund to you either the exact Bitcoin Price that you provided to us at the time of purchase or an amount of New Zealand Dollars that is equivalent to the New Zealand Dollar price of the invoice paid, at our sole and absolute discretion, taking into consideration operational efficiency. The same applies to all fees and incidental costs to which you are entitled.

20. The price of Bitcoin can be volatile and the value of Bitcoin relative to NZD may decrease or increase between the time that you make your purchase and the time that we provide a refund. If we refund you in Bitcoin, the value of such amount of Bitcoin relative to NZD might be significantly less than the value of such amount of Bitcoin relative to NZD at the time of your purchase. If we refund you in NZD, the NZD amount that we provide to you as a refund might be significantly less than the current NZD market value of the amount of Bitcoin in which you made your payment. You assume the risk of Bitcoin price depreciation and appreciation and will have no right to select the method of refund. You are not entitled to receive any appreciation on the value of the Bitcoin that you provided to us as payment in connection with a refund or buyback.