

# GENERAL TERMS AND CONDITIONS OF THE BIT2ME PLATFORM SERVICES

Please note that this document contains a translation of the General Terms and Conditions from Spanish to English. In the event of any discrepancies, inconsistencies, or differences between this English version and the original Spanish version, the Spanish version shall prevail and be considered the definitive and binding version.

**VERSION: JANUARY 2024** 

# **LEGAL INFORMATION**

**BITCOINFORME, S.L.** (hereinafter **Bit2Me**), with registered office at Calle Germán Bernacer, 69, 03203, Elche, Alicante, SPAIN and with N.I.F. B-54835301, registered in the Business Register of Alicante, in volume 3828, folio 110, Entry 1 with Page A-143230, is the owner of the website: <a href="https://bit2me.com/">https://bit2me.com/</a> and the APP (iOS/Android) through which you can access the **Bit2Me** Platform.

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#### 1. GENERAL DESCRIPTION

These GENERAL TERMS AND CONDITIONS, along with the <u>Legal Notice</u>, the <u>Privacy Policy</u>, the <u>Cookies Policy</u> and any other specific conditions published on this website for the provision of services by **Bit2Me**, are applicable to any individual with legal capacity who engages **Bit2Me** services through the website, the App (iOS/Android) or its e-wallet platform (hereinafter, the "Platform").

Bitcoinforme, S.L. is the Company responsible for the website <a href="https://Bit2Me.com">https://Bit2Me.com</a>, the Platform hosted on that domain and the APP as well as its content. Its primary activity is to offer several services for buying and selling cryptocurrencies or cryptoassets (hereinafter, "cryptocurrencies"), through the electronic wallet custody service (hereinafter, "Wallet") that allows the user to exchange virtual currency for fiat currency (euros). This service allows users to convert and transfer among different types of supported cryptocurrencies, buy and sell of cryptocurrencies, and use the centralized services of the trading platform, as well as other additional services to facilitate and support the exchange of cryptocurrencies.

These GENERAL TERMS AND CONDITIONS must be accepted by the User in order to use the **Bit2Me** Platform services that require prior acceptance through the website <a href="https://Bit2Me.com">https://Bit2Me.com</a> or through the Application for Smartphone and Tablets Android and iOS located in <a href="Google Play">Google Play</a>, <a href="App Store">App Store</a> (hereinafter, "Platform" or "Application" or "APP").

If these GENERAL TERMS AND CONDITIONS are not accepted during the registration process for the contracting of **Bit2Me** services, access to the **Bit2Me** Platform services will not be granted.

By expressly accepting these GENERAL TERMS AND CONDITIONS, the user is understood to have fully accepted them, having previously read and understood each of the terms, and is obliged to comply with all the specifications outlined therein.

# 2. REQUIREMENTS FOR ACQUIRING USER STATUS

User status can be acquired by individuals of legal age and with full capacity to enter into contracts who agree to these GENERAL TERMS AND CONDITIONS (hereinafter, "the User").

In instances where a user accesses the Platform on behalf of a legal entity, the user acknowledges and declares that they possess sufficient authorization to commit the represented the legal entity or company to service agreements. In such cases of accessing the Bit2Me Platform or registering as a Legal Entity, Company, or Professional, any service requests made by the User will be considered as made by the Legal Entity, and **Bit2Me** will assume they are authorized by said entity.

Acquiring user status entails the acknowledgment and unconditional acceptance of the terms of these GENERAL TERMS AND CONDITIONS, as well as the Legal Notice and Privacy Policy of the Bit2Me Platform, which the user affirms to have reviewed prior to acceptance. This documentation can be saved and reproduced by the user. Registration on the Bit2Me Platform is a necessary condition for engaging services offered by the Bit2Me Platform.

Users will access Bit2Me Platform services using a username and password created during the registration process when agreeing to these General Terms and Conditions.

The username and password, which allow user identification and access to Bit2Me Platform services, are strictly personal and confidential. The User is responsible for maintaining their secrecy. Therefore, the User expressly agrees that **Bit2Me** assumes any use of the service through their identification credentials is conducted by the registered User, unless the User has previously notified **Bit2Me** of their loss or theft. In such cases, the User must promptly modify them. Passwords can be freely changed by the user via procedures established by **Bit2Me**. The old password will be invalidated as an identification method as soon as the new one is created.

**Bit2Me** reserves the right to block access to and use of the Bit2Me Platform services for security reasons as deemed necessary.

**Bit2Me** will implement organizational and technical measures on its computer systems to ensure proper use of the Service by Users and to prevent unauthorized access that could lead to the unauthorized disclosure of the User's financial information accessible through the Service.

# 3. SERVICES OFFERED BY BIT2ME

**Bit2Me** offers a variety of services for the purchase and sale of cryptocurrencies or crypto assets (hereinafter "cryptocurrencies") through its platform. These services include an electronic wallet custody service (hereinafter "Wallet"), which enables users to exchange virtual currency for fiat currency (euros), conversion and transfer among various types of supported cryptocurrencies, buying and selling of cryptocurrencies, and the centralized services of the trading platform. Additionally, **Bit2Me** provides other support services to assist with the cryptocurrency exchange process.

**Bit2Me** is committed to the proper delivery of services via the Platform. Users agree to utilize the Platform responsibly, absolving **Bit2Me** of any responsibility for misuse, incorrect, or unlawful use of the Platform, or for the purpose of engaging in illegal activities.

#### 4. EFFECTIVENESS OF THE GENERAL TERMS AND CONDITIONS

The GENERAL TERMS AND CONDITIONS shall become effective and, therefore, binding for both **Bit2Me** and the User once the following condition is fulfilled: The User has expressed their agreement by clicking the "I have read and accept the GENERAL TERMS AND CONDITIONS" button on the Platform or in the Application.

Furthermore, in accordance with <u>article 28 of Law 34/2002 of 11 July 2002 on Information Society Services and Electronic Commerce (LSSI)</u>, **Bit2Me** will confirm

the acceptance of these GENERAL TERMS AND CONDITIONS within a maximum period of twenty-four hours from their becoming effective, by acknowledging the commencement of the contract..

#### 5. PRIVACY POLICY

Acceptance of the **Bit2Me** website's Privacy Policy is required along with these GENERAL TERMS AND CONDITIONS. The information you provide to **Bit2Me** is essential for the provision of services through the Platform, enabling you to use the services offered by **Bit2Me**. The collected data will be processed in compliance with the relevant Data Protection legislation. The Privacy Policy can be accessed via the following link: <a href="https://Bit2Me.com/legal/privacy">https://Bit2Me.com/legal/privacy</a>.

# 6. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS

**Bit2Me** reserves the right to amend these GENERAL TERMS AND CONDITIONS without prior notification. When significant changes are made, users will be informed, and it is the user's responsibility to review these updated GENERAL TERMS AND CONDITIONS available at <a href="https://Bit2Me.com">https://Bit2Me.com</a>.

In this context, the user will be deemed to have fully accepted the revised GENERAL TERMS AND CONDITIONS if, after a period of one month from when the amendments were made available to all users, the user has not expressed dissent or terminated the service. Within this period, the user has the right to indicate disagreement with the amendments to the GENERAL TERMS AND CONDITIONS and must request cancellation or termination of the **Bit2Me** service if they do not agree with the changes.

# 7. LINKS TO EXTERNAL SITES

On the Platform, you will find links to third-party websites, which operate under their own terms and conditions. **Bit2Me** is not responsible for any transactions that users may conduct through these external entities. Similarly, the Privacy Policies or GENERAL TERMS AND CONDITIONS of these entities are beyond **Bit2Me's** control. Therefore, users should be aware that the GENERAL TERMS AND CONDITIONS and Privacy Policies of these third parties are solely their responsibility and not that of **Bit2Me**.

# 8. MINORS

Minors are not permitted to use the services offered by **Bit2Me** through the **Bit2Me** Website or Application. Any request for membership made by individuals under the age of eighteen (18) will be declined.

#### 9. INFORMATION ON CRYPTOCURRENCIES

Cryptocurrency or cryptoasset transactions occur directly without the need for intermediaries. Unlike traditional legal tender, cryptocurrencies are not supported by any government entity and do not depend on trust in a central issuer. Instead,

they utilize alternative methods to prevent double-spending and to achieve consensus across all network nodes.

Each transaction within the network is recorded with a digital signature to prevent fraud and forgery and is permanently stored on the network.

Cryptocurrency transactions, which can be verified through URLs such as <a href="https://explorer.Bit2Me.com">https://explorer.Bit2Me.com</a>, typically do not reveal the identity of **Bit2Me** users involved in a transaction. However, users should be aware that the system does not guarantee complete anonymity.

Given the sophisticated encryption and security measures, the chances of cryptocurrency counterfeiting, or theft are extremely low. However, there remains a risk of failure in procedures or software. Payments made in cryptocurrencies are irreversible, and the likelihood of computer errors affecting legitimate cryptocurrency payments is minimal due to system checks designed to avoid such issues. Most payment errors result from user input mistakes, hence Bit2Me is not liable for transactions conducted by users. In the event of errors attributable to Bit2Me user, may impose fees or costs as detailed https://Bit2Me.com/comisiones.

# 10.INFORMATION AND DOCUMENTATION REQUIREMENTS

Certain Some services on the Platform do not necessitate the express acceptance of these GENERAL TERMS AND CONDITIONS as they are freely accessible services or functionalities governed by the Legal Notice on the **Bit2Me** website. Platform users may utilize the freely accessible services provided on the **Bit2Me** website, as well as all natural or legal persons visiting the website.

To acquire User status for the provision of services offered by Bit2Me, users who register on the Platform must provide certain information necessary to comply with Law 10/2010 of 28 April, on the prevention of money laundering and terrorist financing (hereinafter LPBC) to fulfill the requirements for formal client identification.

The level of information requested will vary depending on the service and the financial thresholds of the transactions conducted by the user. Different levels of information enable access to services with more features and higher transaction limits for the end user (see table economic thresholds).

Requested information may include, but is not limited to, mobile phone number, transaction amount, name, surname, username and password, email address, security code sent via email or required for two-factor authentication, profession, date of birth, and any other data or information necessary based on the type of transaction chosen by the user.

The type of user will also determine the required information, depending on whether it is an individual or a legal entity, necessitating details such as ID card, residence card, foreign identity card or passport, bills, video conference, deeds, shareholding structure, proof of business activity, etc., in accordance with <u>Law</u>

<u>10/2010</u>, of <u>28 April</u>, on the prevention of money laundering and the financing of terrorism and other applicable legislation as deemed necessary.

**Bit2Me** reserves the right to request additional information at any time to better understand the purpose and nature of the user's business relationship, potentially through a third party. Failure to provide information or indications of money laundering in the submitted data will permit **Bit2Me** to unilaterally terminate the service contract immediately.

# 11. FINANCIAL AND TEMPORAL RESTRICTIONS ON TRANSACTIONS

**Bit2Me** users can access information regarding the limits and costs of the services provided, including any fees or commissions, by visiting the Limits and Prices section of the website at <a href="https://Bit2Me.com/comisiones">https://Bit2Me.com/comisiones</a>.

#### 12. SERVICE PRINCING

The services provided to users via the Bit2Me Platform will incur fees and/or commissions, details of which can be found in the commissions and limits section of the website: <a href="https://Bit2Me.com/comisiones">https://Bit2Me.com/comisiones</a>. These charges will be communicated to the user during each transaction and recorded in the user's transaction history for ten (10) years in compliance with the Anti-Money Laundering and Counter-Terrorist Financing (AML/FT) regulations.

The exchange rates are dynamically calculated in real-time based on several factors, including:

- Market supply.
- Market demand.
- Partnerships with third party partners.

This approach ensures an optimal real-time exchange rate for each supported currency, applicable in transactions and exchange.

The fees for storage and withdrawal services at **Bit2Me** are influenced by our partnerships with third parties and the fees charged by the user's bank or card entities.

**Bit2Me** reserves the right to amend the GENERAL TERMS AND CONDITIONS in response to changes in usage conditions, potentially passing on these modifications to its users.

Notably, any alterations in the fees charged by the electronic money institution, or changes to payment or electronic money services, must be communicated to the user two months in advance, in line with <a href="https://example.com/article-33">article 33</a> of Royal Decree-Law 19/2018, of 23 November, on payment services and other urgent measures in financial matters.

Information regarding the electronic money institution and other entities is available at: <a href="https://Bit2Me.com/es/legal/ede">https://Bit2Me.com/es/legal/ede</a>.

For Bit2Me Pro services, a commission is charged on each executed order within the Bit2Me Pro order book. Commissions are levied in the cryptocurrency received and calculated as a percentage of the order volume. These are applied per transaction and automatically deducted upon order fulfillment. If an order acts partly as an Order Maker and partly as an Order Taker, the respective fees for each role are applied accordingly.

Users acknowledge and consent that Bit2Me Pro fees may vary and are subject to updates, which will apply to transactions post-update. You also agree that fees will be deducted from your Bit2Me Wallet. Current Bit2Me Pro fees are detailed at the provided link.

**Bit2Me** offers volume-based commission discounts, available at the mentioned <a href="link">link</a>. Users recognize and accept that such discounts are subject to change or discontinuation at **Bit2Me's** discretion.

Any compensation **Bit2Me** receives for services rendered under these GENERAL TERMS AND CONDITIONS will include applicable taxes, levies, and duties as per current laws. It is the user's responsibility to assess tax implications on transactions conducted through **Bit2Me** and fulfill tax obligations to the relevant authorities.

#### **13.CONTRACT DURATION**

This contract is effective for one year from the date of its acceptance and signing, and it will AUTOMATICALLY renew for subsequent one-year periods indefinitely, unless either party notifies the other of their intention not to renew. Nevertheless, the user has the right to request termination of the contract at any time. It should be noted, however, that the User is not entitled to terminate the contract until they have satisfied all outstanding payment obligations to **Bit2Me**.

# 14. BIT2ME SERVICES

#### 14.1. GENERAL MATTERS

## 14.1.1. Conditions and Restrictions

**Bit2Me** reserves the right, at its sole discretion, to decline any transaction submitted via the Services, to impose limits on the transaction amounts allowed through the Services, or to set other conditions or restrictions upon the use of the Services without prior notice. For instance, it may limit the number of open orders on the Platform or restrict transactions from specific locations.

# 14.1.2. Accuracy of information

You are required to provide accurate and complete information when creating your account on the Platform or as directed by any screen within the Services. You affirm and guarantee that all information supplied through the Services is accurate and comprehensive.

#### 14.1.3. Cancellations

You may cancel an initiated order or service request only if the cancellation is made before **Bit2Me** executes the transaction. After your order or request has been executed, you cannot alter, withdraw, or cancel your authorization for **Bit2Me** to conduct the transaction or to provide the service. Should an order or service request be partially fulfilled, you may cancel the remaining portion unless it pertains to a market transaction. We reserve the right to deny any cancellation requests related to a market order once it has been placed. In contrast to exchange orders, all trades are final once initiated. While we may, at our discretion, reverse a trade under specific exceptional circumstances, a customer does not have the right to a trade reversal.

#### 14.1.4. Insufficient funds

If your Bit2Me Account lacks sufficient funds to fulfill an order or service request, we may cancel the entire order, or we may carry out a partial order with the available funds in your Bit2Me Account, deducting any applicable fees owed to **Bit2Me** for the transaction.

#### 14.1.5. Taxation

You are responsible for determining any taxes that may apply to your transactions through the Services, and it is your duty to report and remit the correct tax to the relevant tax authority. You agree that **Bit2Me** is not responsible for determining the applicability of taxes to your transactions or for collecting, reporting, withholding, or remitting any taxes arising from any transaction.

#### 14.2. ELECTRONIC PURSE OR WALLET

To operate on the Platform, **Bit2Me** provides users with wallets for purchasing cryptocurrencies, conducting exchanges between different types of supported cryptocurrencies, and converting them into legal tender fiat currency (euros).

You must also accept these GENERAL TERMS AND CONDITIONS and the Privacy Policy in full by clicking on the "I have read and accept the GENERAL TERMS AND CONDITIONS" button after reviewing them via the provided hyperlinks or by requesting they be sent by email to <a href="mailto:info@Bit2Me.com">info@Bit2Me.com</a>.

**Bit2Me**, in accordance with <u>article 27.1 of Law 34/2002</u>, of 11 July, on information <u>society services and electronic commerce (LSSI)</u>, expressly states that it will keep the electronic document in which the Service contract is formalized.

If necessary, Bit2Me may request the user to provide relevant data to comply with Law 10/2010 of 28 April, on the prevention of money laundering and terrorist financing. Should the user decline to provide this information, Bit2Me may unilaterally terminate the service.

Furthermore, **Bit2Me** reserves the right to temporarily suspend the user's transactions as a precautionary measure until the legality and legitimacy of the transactions can be confirmed and verified.

#### 14.3. CURRENCIES SUPPORTED

The Platform or Application supports the main cryptocurrencies on the market, as well as some of the main current or fiat currencies of legal tender FIAT (euros). Currently the only legal tender accepted by **Bit2Me** is the Euro.

#### 14.4. LIMITATIONS OF WALLETS

Owing to technical constraints, certain **Bit2Me** cryptocurrency wallets may lack capabilities for storage, withdrawal, or other functions. Wallets with such restrictions are marked with a "lite" icon. By clicking on this icon, users will be informed of the specific limitations in place.

**Bit2Me** is continuously striving to increase support for a broader range of cryptocurrencies and to ensure that all supported cryptocurrencies have full functionality.

#### 14.5. SERVICES FOR EURO TRANSACTIONS

**Bit2Me** is a platform that enables users to purchase and sell virtual currencies in exchange for fiat money. To facilitate these services and ensure secure transactions in euros, **Bit2Me** offers two options:

- i. Open and maintain an e-money wallet which allows you to hold e-money for the purpose of purchasing cryptocurrencies at any time, and to receive and retain euros obtained from selling cryptocurrencies. For this purpose, Bit2Me collaborates with an e-money institution, as further outlined below.
- ii. Execute direct transfers of euros for the transactions you intend to conduct. In this scenario, **Bit2Me** does not authorize the cryptocurrency transaction until it has confirmed the receipt of the funds.

For payment methods (both for depositing FIAT money into the EURO Wallet and for paying for the cryptocurrency that the user wishes to purchase), **Bit2Me** accepts: (i) payments from the EURO Wallet; (ii) card payments; (iii) bank transfers; and (iv) Tikebit.

# 14.5.1. EURO e-money wallet

One method of conducting transactions on the Bit2Me Platform is via the EURO Wallet. **Bit2Me** may require users to verify ownership of the external account used for their EURO transfer orders. **Bit2Me** is not liable for any fees or commissions associated with the external account utilized by the User or for its management or security. You bear full responsibility for the use of your external account and agree to adhere to all applicable terms and conditions relating to the external account you use for Euro transactions. The timing of a Euro Transaction may be partly

dependent on the actions of third parties responsible for managing the relevant External Account, and **Bit2Me** does not guarantee the time frame for completing Euro Transactions.

The e-money in the User's EURO Wallet does not constitute a deposit or investment; thus, the FIAT (Euro) funds are not covered by the Financial Services Compensation Scheme or any other guarantee funds or similar protections.

Users should be aware that e-money held in the EURO Wallet does not accrue interest. **Bit2Me** does not provide any compensation for the funds maintained in the e-money EURO Wallet, whether for storage or for the purchase and sale of cryptocurrencies.

# PECUNIA CARDS EDE, S.L.U.

**Bit2Me** partners with PECUNIA CARDS EDE, S.L.U. (LEI: 9598007HK1GFFYZRGJ0), an Electronic Money Institution (EMI) regulated by the Bank of Spain, registered under the number 6707, and commercially known as "PECUNPAY". Users can access the General Terms and Conditions of the Electronic Money Wallet service via its website at "PECUNPAY". Users can access the General Terms and Conditions of the Electronic Money Wallet service via its website at <a href="https://www.pecunpay.es">www.pecunpay.es</a>.

Users who sign up with **Bit2Me** will have the opportunity to use PECUNPAY's services. To utilize these services, users must explicitly choose the electronic money wallet option to open an electronic money account, which will act as a wallet for holding euros for use in their buy and sell transactions. Users must provide their consent and authorization for PECUNIA CARDS EDE, S.L. to execute payment transactions arising from the contractual relationship between **Bit2Me** and the user, as well as transactions between users. This authorization is conferred when the user agrees to these GENERAL TERMS AND CONDITIONS for engaging with Bit2Me, which includes information about PECUNPAY and an explicit request for the electronic money wallet option within the Bit2Me platform.

In this arrangement, customer funds are safeguarded in a custodial account held by PECUNIA CARDS EDE, S.L., established at a credit institution. This account is governed by the legal framework set forth in <a href="Royal Decree Law 19/2018">Royal Decree Law 19/2018</a>, of 23 <a href="November">November</a> (along with other relevant and/or supplementary legislation), and is afforded the protective measures outlined in article 21.1 a) of the said decree.

#### Authorization of debits/credit memos

When you instruct us to debit a sum from your e-money EURO Wallet to your external account or to credit an amount from your external account to your EURO Wallet, you authorize **Bit2Me** to process such a transaction through the authorized e-money institution.

Before executing any payment or debit through the EURO Wallet, **Bit2Me** and PECUNIA CARDS EDE, S.L. will conduct necessary checks and controls to prevent fraud, money laundering, terrorist financing, and other financial crimes. Such measures may lead to a delay or, in some cases, the inability to complete the FIAT

Money (Euro) transaction until these checks and verifications are satisfactorily concluded in accordance with legal requirements.

# **Rejected Transactions**

There may be instances where the User's external account rejects the transfer of the User's funds in Euros, or it may not be available to execute a Euro transfer. In such cases, the User agrees not to hold **Bit2Me** responsible for any damages arising from such rejected transactions.

#### 14.5.2. Transactions via Bank Transfers

Additionally, for customers who prefer not to use the PECUNPAY e-money account for transactions, specifically for purchasing cryptocurrencies, they can directly transfer euros to accounts in European countries held by the following institutions: FIDOR BANK AG and CLEAR JUNCTION LIMITED. It is crucial to understand that **Bit2Me** does not manage the funds transferred by users to these accounts; these funds are solely for facilitating the user-requested transactions at any given time.

Therefore, users can purchase cryptocurrencies using bank transfers with FIAT money (euros), availing themselves of the bank transfer services from their own banking institution or payment services from their external account. In every bank transfer, the details of the payer and payee must correspond to the information previously provided by the user.

If deemed strictly necessary, **Bit2Me** reserves the right to temporarily halt debits or credits to gather additional information from the user and the payment method utilized, or even to issue a refund. The costs associated with the refund, as detailed at <a href="https://Bit2Me.com/comisiones">https://Bit2Me.com/comisiones</a> may be charged to the user. The account details for users to transfer funds for cryptocurrency purchases are as follows:

**FIDOR BANK AG** (LEI: 529900AW9RMSHTDQ7J56) is a Financial Institution registered in the Commercial Register of Munich (Germany) under the number HRB 149 656 and registered with the *Bundesanstalt für Finanzdienstleistungsaufsicht* (BaFin) under the number 120505. Read more about FIDOR BANK AG

**CLEAR JUNCTION LIMITED** (LEI: 254900NQFJGPQM32QW52) is an entity registered in England under registered number 10266827 and is authorized and regulated by the *Financial Conduct Authority* under reference number 900684. Read more about <u>CLEAR JUNCTION LIMITED</u>

# **VERY IMPORTANT:**

1) Cryptocurrency purchases via bank transfer can be made using either the SEPA system (Single Euro Payments Area) or the SWIFT system (Society for Worldwide Interbank Financial Telecommunication)

- 2) SEPA credit transfers will be carried out in compliance with <u>EU Regulation</u> 260/2012 and the user's bank shall execute the transfer. The user must provide all necessary information as required by the prevailing regulations at any time by the credit institutions or payment service providers involved in the transaction. The user is accountable for the completeness and accuracy of the information provided, absolving **Bit2Me** and any other credit institutions or payment services involved in the transaction from any damage or claims arising from incorrect or incomplete information.
- 3) The sender/initiator of the transfer must be the same individual registered as a **Bit2Me** user.
- 4) When entering the reference, the user should include the entire reference and may omit hyphens and/or periods if their credit institution or payment service provider does not support these characters.
- 5) The user must transfer an adequate amount in Euros for **Bit2Me** to execute the requested transaction under the specified terms.
- 6) Cash deposits are not accepted.
- 7) Users are prohibited from making money transfers from countries identified as "tax havens" because **Bit2Me**, along with the rest of the credit institutions or payment services participating in the transaction, adheres to the due diligence measures outlined in EU Directives and Regulations, as well as Spanish and European laws on the prevention of money laundering and terrorist financing.
- 8) The list of countries where SEPA transactions can be processed includes Member States of the European Union (EU), the European Free Trade Association (EFTA), and Member States that are part of the European Payments Area (SEPA). The list of SEPA area countries is available at: <a href="https://www.sepaesp.es/sepa/es/secciones/enlaces/Listado de paise/">https://www.sepaesp.es/sepa/es/secciones/enlaces/Listado de paise/</a>.

#### 14.5.3. Card transactions

If the user wishes to buy cryptocurrencies in exchange for FIAT money (euros), payment cards can also be used as a means of payment. This means of payment is also available for loading the EURO Wallet.

If strictly necessary, **Bit2Me** reserves the right to temporarily stop the transaction requested by the user in order to collect additional information from the user and the payment method used, even to the extent of refunding the payment.

At **Bit2Me** we care about the security of our customers in order that a card is not used fraudulently, so you can perform a verification process in the terms set out here.

#### 14.5.4. Cryptocurrency Storage

Users have the option to store cryptocurrencies in their Bit2Me wallets for the cryptocurrencies that are supported by **Bit2Me** and offer storage functionality.

To use this feature, users must transfer the cryptocurrencies to the address provided by **Bit2Me**. It is imperative that users only send the specific type of cryptocurrency that **Bit2Me** has indicated for that address.

**Bit2Me** bears no responsibility if users transfer an incorrect type of cryptocurrency to the **Bit2Me** storage addresses. Transactions involving cryptocurrency storage on the Bit2Me Platform can be verified using a compatible blockchain explorer; for instance, Bitcoin transactions can be checked at <a href="https://explorer.Bit2Me.com">https://explorer.Bit2Me.com</a>.

**Bit2Me** securely manages the private keys for digital currencies, which are essential for executing cryptocurrency transactions. Due to the security protocols of the Platform, it might be necessary to access private keys or related information from the cryptocurrency storage to facilitate or execute a transaction.

# 14.5.5. Users residing in Brazil

**Bit2Me** is a platform that enables users to purchase, sell, and store cryptocurrencies. To offer these services and ensure secure transactions for users residing in Brazil, cryptocurrency purchases can be made only if the User has FIAT currency in their Wallet for placing cryptocurrency Purchase Orders. Users can deposit funds (FIAT currency) into their Wallet using the Brazilian instant payment system - PIX, with a limit of R\$ 5,000.00 per transaction

For users in Brazil, **Bit2Me** exclusively provides the PIX instant payment method for incoming funds. These funds are processed through SafetyPay.

SafetyPay stands as a leading provider of online banking payments in the Americas, offering a real-time online payment solution. PIX, an instant payment system introduced by the Central Bank of Brazil (BCB), is designed to expedite and simplify payments and transfers between accounts.

The funds will be deemed available in the **Bit2Me** account once the payment is officially cleared and recognized in **Bit2Me's** bank account. It's important to note that transfers via PIX might face delays due to a high volume of transactions occurring simultaneously.

# 14.6. EXCHANGE SERVICES

The Wallet service facilitates exchanges between the wallets a user has established. The user must specify the amount to be exchanged and the wallet to which the funds should be directed.

# 14.7. PURCHASING AND SELLING SERVICES

# 14.7.1. Cryptocurrencies Purchases

**Bit2Me** enables the purchase of cryptocurrencies, defining a purchase as an exchange from FIAT currency (euros) to cryptocurrencies.

**Bit2Me** supports various payment methods for purchasing cryptocurrencies, including: (i) payments from the EURO Wallet; (ii) payments from a cryptocurrency Wallet; (iii) card payments; (iv) bank transfers; and (v) Tikebit.

The price is fixed at the moment **Bit2Me** receives the payment notification, which may be seconds after the payment is made.

# 14.7.2. Selling cryptocurrencies

**Bit2Me** facilitates the sale of cryptocurrencies, defining a sale as the conversion of cryptocurrencies into FIAT money (euros)

To do this, the user needs to hold the cryptocurrency they wish to sell and convert it into a FIAT currency (euro) supported by **Bit2Me**.

# 14.8. WITHDRAWAL SERVICES

Provided the funds in the User's Wallet exceed any minimum balance required for open positions, the user may withdraw to an external account any amount, up to the total funds in the Wallet minus such minimum, and less any transaction fees charged by **Bit2Me** (as outlined in clause 11 of the Services Pricing).

#### 14.8.1. Euro Withdrawal

The User must provide details of their external bank account for receiving FIAT money (Euro) and review the transaction summary before confirming the transfer.

Exceptionally, if FIAT money (euros) is to be withdrawn to an external bank account not owned by the user, **Bit2Me's** prior approval is required. The user assumes full responsibility for the transfer, including any legal consequences, absolving **Bit2Me** of liability.

#### 14.8.2. Cryptocurrency Withdrawals

Users can withdraw funds via supported cryptocurrencies by **Bit2Me**, limited to those supporting withdrawal functionality.

Withdrawals must be made to a recipient address capable of receiving the specified cryptocurrency type.

**Bit2Me** may impose necessary charges for such withdrawals, like miner's fees or exchange costs.

**Bit2Me** is not liable for incorrect destination addresses provided by the user or if the user is unable to manage their private key for the received cryptocurrencies.

Cryptocurrency withdrawals can be verified using a compatible blockchain explorer, for example, Bitcoin transactions can be checked at <a href="https://explorer.bit2me.com">https://explorer.bit2me.com</a>.

For security, cryptocurrency withdrawals might be manually reviewed by **Bit2Me**, processed, and sent to the blockchain network after approval, within the shortest necessary timeframe.

# 14.8.3. Users residing in Brazil

Brazilian residents must provide their bank account details for receiving FIAT currency, along with other personal information requested by **Bit2Me** for transaction processing and review the operation summary before ordering the transfer of Reais to their bank account. For transfers via the PIX system, the user must provide their Pix Key.

Withdrawals of FIAT currency from **Bit2Me** to the user's bank account are processed through FacilitaPay (CNPJ: 10.789.035/0001-05). FacilitaPay operates in compliance and in accordance with the Brazilian Payment System (SPB) regulations; the Foreign Exchange Market; and the Payment methods. FacilitaPay is authorized as an eFX provider, according to Central Bank Circular 3691/13, as amended from the publication of BCB Resolution no 148/21; as an International Payments Facilitator and as a Correspondent Bank (BCB Resolution no 3.954/2011).

Exceptionally, if FIAT cash withdrawals are made to an external bank account not owned by the user, **Bit2Me's** prior approval is needed. The user is fully responsible for the transfer and any legal repercussions, releasing **Bit2Me** from liability.

#### 14.9. SERVICE REFERRAL PROGRAMME

This program serves as an incentive for individuals who recommend **Bit2Me's** services to their family and friends. The reward consists of a portion of the net profits generated from transactions within **Bit2Me's** cryptocurrency trading service.

The percentage of net profit received is based on the user's level at the time of referral, with the level increasing as the user accrues more profit. An incentive chart detailing potential earnings based on user levels is available here.

Invitations must be extended via a referral link. These links are accessible to registered users through the Referrals section in the user account control panel.

To qualify for the referral program, the referred individual must register on the **Bit2Me** website using the provided link and complete the minimum initial deposit as specified in the referral program terms.

We advise ensuring the accurate distribution of the referral link and verifying that referred individuals use the link in a cookie-enabled browsing session. This is to

avoid issues with links shared through social networks, WhatsApp, or Telegram being altered.

For referrals to be recognized and displayed in the referral panel, the procedure outlined in the following link must be followed: Why doesn't a referral appear in my panel?

**Bit2Me** does not manually refer any user account to another.

The user has access to a control panel to monitor the progress of the received incentives, which are tallied in euros. When these incentives reach the minimum amount specified in the referral program terms, the user can request a withdrawal to their **Bit2Me** wallet.

Additionally, participation in the Referral Program necessitates agreeing to the specific terms and conditions of the service, available at <a href="https://bit2me.com/es/legal/referidos">https://bit2me.com/es/legal/referidos</a>.

#### **14.10 BIT2ME PRO**

The Bit2Me Pro Platform is a sophisticated centralized trading platform designed for the purchase and sale of cryptocurrencies, catering to experienced users, entrepreneurs, professionals, and institutions. **Bit2Me** does not engage in the buying, selling, or exchanging of any cryptocurrency or cryptoasset on its behalf, except for transactions on behalf of German users, where **Bit2Me** acts as the immediate counterparty in each order, executing trades directly.

By using Bit2Me Pro, users confirm their expertise in trading services and possess advanced knowledge of the platform's functionalities, including the various order types for cryptocurrency transactions. Users acknowledge the high market risk associated with trading, which could lead to potential losses. Caution in investing is advised. Users conduct their cryptocurrency transactions on the Bit2Me Pro Platform at their own risk.

Bit2Me Pro facilitates the exchange of cryptocurrencies among **Bit2Me** users via the Bit2Me Platform. This process involves users placing "Orders" to buy or sell. An "Order" is generated when a user inputs instructions on the Bit2Me Platform to initiate buy or sell orders. Upon entering an order, users grant **Bit2Me** permission to execute a transaction on the platform based on the specified amount of cryptocurrency in the order. Users agree to pay **Bit2Me** the applicable fees for transactions conducted and authorize **Bit2Me** to deduct such fees from their Wallet.

# 14.10.1. Definitions:

# Order book

Refers to the collection of buy and sell orders organized within the Bit2Me Platform for trading purposes.

#### **Market Orders**

Refer to an instruction to buy or sell a certain quantity of cryptocurrency at the best available price from the existing orders in the Order Book.

#### **Limit Order**

Refers to an instruction to buy or sell a specified quantity of cryptocurrency at a determined price. A limit order will be executed only at the set price or a more favorable one.

# Order Maker (Order Maker)

Refers to an order placed in the Order Book by setting a Limit Order below all existing sell orders for buying, and above all existing buy orders for selling. An Order Maker remains open at its specified price in the Order Book until it is either cancelled or fulfilled by matching with one or more orders from another **Bit2Me** customer at the same price.

# Order Taker (Order Taker)

Refers to an order that matches the price of one or more existing orders in the Order Book. An Order Taker results in the immediate execution of the order at that price, up to the total available quantity of the matched existing orders.

# **Order with Stop**

Refers to a directive to place a buy or sell order for a specific amount of cryptocurrency once the last transaction price in the Order Book hits the price specified in the Stop Order. Once entered, a Stop Order remains active until it is executed (i.e., when the price specified in the Stop Order is triggered).

#### 14.10.2. General Bit2Me Pro Issues

#### **Authorization**

By placing an order, you grant **Bit2Me** permission to carry out a transaction as specified in your order and to deduct the relevant commissions or fees.

# **Independent relationship**

You acknowledge and agree that: (i) **Bit2Me** acts independently, not as your agent, intermediary, broker, or advisor, and (ii) any communication or information provided by **Bit2Me** should not be considered financial advice or counseling.

### **Transaction confirmation**

After executing your transaction through the Services, an electronic confirmation detailing the transaction specifics will be provided. You acknowledge and agree

that the absence of such a confirmation from the Services does not affect or nullify the transaction's terms.

#### **Market rates**

When opting for a market transaction, **Bit2Me** will endeavor to execute the transaction at or close to the market exchange rate prevailing at the time, as determined by the Services. You recognize and agree that exchange rate information provided by the Services may vary from rates available through other external sources.

# **Market volatility**

Especially in times of high transaction volumes, market illiquidity, rapid movements, or volatility in the cryptocurrency or currency markets, the actual market rate at which a market order or trade is executed may differ from the rate indicated by the Services at the time of your order. You understand that **Bit2Me** is not liable for such price variations. In the event of market disruptions or Force Majeure events, **Bit2Me** may: (a) suspend access to the Services; or (b) prevent you from completing actions through the Services, including closing any open positions. Upon resumption of trading, you acknowledge that market rates may substantially vary from rates prior to such events.

# **Market operations**

You commit to maintaining sufficient funds in your Wallet to fulfill **Bit2Me's** minimum balance requirements for participating in market order trading. You recognize that if your funds fall below the minimum balance requirements, **Bit2Me** reserves the right to close some or all of your open positions without prior notice. **Bit2Me** may modify these minimum balance requirements at its discretion. Should your Wallet balance become negative, you agree to settle the owed amount to **Bit2Me** within 48 hours. Trading on a negative margin Wallet is prohibited.

# 14.10.3. Orders

Users can place orders to buy or sell a specified quantity of cryptocurrencies at a price detailed in the Quote Cryptocurrency (order), assuming the user has a sufficient positive balance of the relevant Cryptocurrency in their Bit2Me Wallet. This balance must cover the total value of the order, including applicable fees. Upon placing an order, the specified amount of cryptocurrency mentioned in the order will be reserved in the user's Wallet. To execute a transaction, the user authorizes Bit2Me to temporarily control the cryptocurrencies allocated in the order.

In Bit2Me Pro, you can use different types of Orders:

# **Limited Orders**

A Limit Order is immediately placed in the Order Book and could result in becoming an Order Maker, an Order Taker, or partially both. This order remains in the Order Book until the user cancels it.

#### **Market Orders**

**Bit2Me** cannot ensure the execution of a Market Order at a specific price. The user acknowledges and agrees that a Market Order might be executed at varying prices based on the Market Order's size and the existing orders in the Order Book at the time. Specifically, the user understands and agrees that a Market Order might execute at a price less favorable than the most recent transaction price, which can sometimes be significantly lower.

#### **Stop Orders:**

A Stop Order must be placed as a Stop Limit Order, which triggers a Limit Order when the Stop price is reached. This type of order is not listed in the Order Book nor visible to others, but any resulting order (i.e., the Limit Order activated by the Stop price) is made public and visible.

The user acknowledges that the execution of a Stop Limit Order is not guaranteed. Such an order will remain in the Order Book until either canceled or completely executed by the user.

#### Minimum order volumes

Bit2Me Pro imposes minimum order volumes for placing orders. The current minimum order volumes are available on the Bit2Me website.

**Bit2Me** will periodically adjust these minimum order volumes to reflect market conditions and cryptocurrency values. The user acknowledges and agrees that these minimum order volumes are subject to change over time and are not fixed.

#### 14.10.4. Enforcement and settlement

Execution will take place whenever an Order Maker matches an Order Taker, and an order may match one or more orders at the same price. **Bit2Me** will settle the associated orders immediately in the form of respective debits and credits to the Bit2Me Wallets involved.

# 14.10.5. Order matching and priorities

**Bit2Me** associates Order Taker orders with Open Order Marker orders in each Order Book based on price and time priority. This means that, each time an Order Taker is entered, this order is associated with the oldest Order Maker order at the best price in the Order Book. If the Order Taker is not fully filled, it can be attached to any Order Maker after that price, in the same order of publication as those Order Maker orders. If such Order Taker is still not fully executed as described above, it shall be attached to one or more Order Maker orders at the

next best price, in the same order of publication as such Order Maker orders. This process shall be repeated until the Order Taker is fully executed.

# 14.10.6. Market integrity

All executed orders are final and cannot be canceled, except if (i) **Bit2Me** is mandated by applicable law or regulation, or (ii) due to a significant technical error (e.g., orders or executions that violate these rules). In case of a technical error, **Bit2Me** will make reasonable efforts and act in good faith, following industry standards, to rectify positions as if the error had not occurred.

# 14.10.7. Cancellation of open orders

**Bit2Me** reserves the right to cancel open orders under the following conditions:

- i. Orders placed by **Bit2Me** users who have breached the Terms and Conditions.
- ii. Orders that contain clear errors regarding price, quantity, or other parameters
- iii. If necessary due to technical reasons or in compliance with any applicable law or regulation

Furthermore, all open orders that have not been executed within a maximum period of 30 days will be considered expired and will be automatically canceled.

#### 14.10.8. Interruptions

Should technical errors adversely impact a Bit2Me User's ability to effectively use Bit2Me Pro, or hinder its use entirely, Bit2Me may take necessary measures regarding one or more Order Books, specifically:

- iv. Temporarily disable the deposit or withdrawal of cryptocurrencies;
- v. Cancel Open orders;
- vi. Suspend the ability to place new orders (users may only be able to cancel existing orders), log in, access **Bit2Me** or access via APIs.

#### 14.10.9. Prohibitions

Users of Bit2Me Pro are prohibited from entering orders that would result in auto-execution (where the same **Bit2Me** Client would serve as both Order Maker and Order Taker in the transaction). Such orders will be rejected. If two orders of differing amounts lead to auto-execution, the smaller order will be canceled, and the larger order will be reduced by the amount of the smaller order. The remainder of the larger order will stay open.

Additionally, any form of market manipulation is strictly forbidden. This includes, but is not limited to, front-running, wash trading, spoofing, layering, churning, and quote stuffing. Market manipulation refers to any action by a market participant, or someone acting in coordination with a participant, intended to:

- Deceive or mislead other users,
- Control or manipulate the price or volume of a cryptocurrency on Bit2Me Pro,
- Support, promote, finance, endorse any of the aforementioned activities.

**Bit2Me** does not employ protective mechanisms or automated stops at pre-set price levels. However, as outlined in the terms and conditions above, **Bit2Me** reserves the right to use stops or implement measures deemed appropriate to ensure market integrity, prevent market manipulation, or maintain the Bit2Me Systems' proper functioning.

# 14.10.10. Transparency and information

**Bit2Me** provides all its users with equal access to Bit2Me Pro. Furthermore, all Bit2Me users have complete, real-time access to the market information presented on the Bit2Me Pro Platform. The market information includes the following:

- vii. Limit orders listed in the order books including price and quantity;
- viii. All executed transactions, detailing price, quantity and timestamp.

The Bit2Me Pro Platform does not reveal stop orders that have been placed but not yet triggered, nor does it disclose information regarding which user has placed or canceled an order.

#### 14.10.11. Use of B2M for Bit2Me Pro commission rebates

"Payment of the fees applicable to the Bit2Me Pro service, which can be consulted via the following [LINK], is made by the User in FIAT money. However, the User may choose to use its B2M to pay the fees for transactions carried out on Bit2Me Pro.

To activate the service described above, the User must activate the enabled tab called "Use B2M for commission payments", which can be viewed when accessing the Bit2Me Pro main menu

In the event that the User activates the use of B2M for the payment of commissions, **Bit2Me**, following the User's order, will proceed to make a switch from B2M to FIAT in order to cover the payment of these commissions. In this way, the User will be able to receive discounts on the payment of his commissions. **Bit2Me** shall bear the transaction cost of the switch from B2M to FIAT, which shall be carried out at the request of the User.

# **14.11. BIT2ME PAY**

*Bit2Me Pay* is the **Bit2Me** service that allows users to make immediate cryptocurrency transfers between Bit2Me Platform wallets. The service is exclusively between registered users of the Bit2Me Platform.

Transfers are made free of charge, without commissions and/or additional charges, both to the sender/ordering user and to the recipient/beneficiary of the transfers.

A maximum of 30 transfers can be made per day for a minimum cryptocurrency countervalue in Euro of 0.25 Euro cents.

# 14.11.1. Process of the transfer issuing service:

- The sender/ordering user of the transfer must access the service through the Bit2Me Platform.
- It is necessary to have a registered **Bit2Me** account and to have the corresponding Wallet with a positive balance of the cryptocurrency you wish to transfer.
- The amount to be transferred and the channel of communication of the transfer notification to the recipient/beneficiary must be selected. To do this, you must enter the mobile phone number or e-mail address of the recipient/beneficiary of the transfer.
- In the case of transfers to users of the Bit2Me platform, the email address or mobile phone number of the recipient/beneficiary must match the one used by the latter on the Bit2Me platform, otherwise the Platform will not recognize the registered account.
- Transfers cannot be made for amounts greater than the Wallet balance used by the sender/ordering party for the transfer.
- You will be able to review the data entered before sending the transfer.
- Once the transfer has been made, the amount of the cryptocurrency will be blocked until it is actually sent, and the Wallet of the issuer/ordering party is debited and the Wallet of the recipient/beneficiary is credited. Transfers must not be accepted by the beneficiary user.

# **14.11.2.** Transfer receipt service process:

- The recipient/beneficiary user of the transfer will receive a notification through the communication channel provided by the sender/ordering party, containing a link that redirects the recipient/beneficiary to their account on the Bit2Me Platform.
- Recipient users who are not already registered on the Bit2Me Platform will need to register, agreeing to these GENERAL TERMS AND CONDITIONS, as well as the Bit2Me <u>Privacy Policy</u>. To become a user, they must complete the Platform's verification processes related to the Prevention of Money Laundering. Failure to complete these processes will result in the inability to become a platform user and, consequently, to receive the funds transferred by the sender/ordering party.
- Should they lack a cryptocurrency wallet, they are required to create one on the Bit2Me Platform to receive the sender/ordering party's transfer. If

- the recipient/beneficiary does not create a **Bit2Me** account within 7 days of the transfer being initiated, the transfer will be voided.
- Upon completing the transfer, the Wallet of the sender/ordering user will be debited, and the Wallet of the recipient/beneficiary user will be credited.

# 14.11.3. Data protection

The sender/ordering party must provide personal data of the recipient/beneficiary in order to be able to notify the transfer. In accordance with data protection regulations, the sender/ordering party is responsible for and guarantees **Bit2Me** that he/she has previously obtained the informed consent of the recipient/beneficiary of the transfer to process his/her data in accordance with the terms described herein.

**Bit2Me** will process the personal data provided by the sender/ordering party in the name and on behalf of the sender/ordering party and will not use them for any purpose other than the communication of the transfer made.

In those cases, in which personal data of third parties who have not acquired the status of user of the Bit2Me Platform are provided and the 7-day period established for the acceptance of the transfer by the recipient/beneficiary ends, **Bit2Me** will proceed to the immediate deletion of the personal data in their information systems, not performing any further processing of their personal data.

# 14.12 BIT2ME SAVE / RECURRENT PURCHASES

It is a service offered to **Bit2Me** users to make periodic or recurring purchases of cryptoassets in exchange for fiat money automatically. Users can choose the cryptocurrencies they want to buy available as indicated in this link, the amount in euros they want to buy and how often they want to do it (once, daily, weekly, monthly, etc.). The payment method in euros can be made through the card that the user has added in their profile or through a bank transfer that the user will make to their Euro Wallet. On the date on which the user has chosen to purchase the cryptocurrencies, **Bit2Me** will proceed to execute the transaction at the existing market rate on that date and will deposit in the user's Crypto Wallet the countervalue of the cryptocurrencies obtained for the amount of euros selected in the initial order.

Once the user has established a recurring purchase, he/she may cancel it at any time.

# **14.13 SPACE CENTRE**

Space Center is configured as a tiered system through which **Bit2Me** and B2M Holders users can obtain greater advantages and benefits in all services and products of the Bit2Me Suite in a simpler and more accessible way. Thus, it is one of the ways in which **Bit2Me** strives to compensate and thank loyal customers for their regular use of the Bit2Me Platform through various benefits in all **Bit2Me** products. In addition, this system complements the usefulness of the Bit2Me token, the B2M.

Within Space Center, users must complete missions to earn points and climb through the different levels. The higher the level the user is at, the greater the advantages and benefits.

Once the user has registered their account on the Bit2me Platform, they will automatically have access to the Bit2Me Space Center, where they will find the different functionalities, it offers.

The purpose of this service is to provide users with different benefits for the use of Bit2Me Platform services. To do this, users must level up by obtaining points by completing the missions published periodically in the Bit2Me Space Center.

The points and benefits obtained through the Space Center loyalty system are personal and non-transferable.

The user will be able to know at all times the benefits associated with the different levels of Space Center in the profile of your account on the Bit2Me Platform.

The user's participation in the Space Center system is governed by the Specific Conditions of the system which are available at: <a href="https://bit2me.com/es/legal/space-center">https://bit2me.com/es/legal/space-center</a>.

#### **14.14 TRADING RISKS**

The User acknowledges and agrees to access and use the Services at their own risk. The potential for loss in trading cryptocurrency pairs, as well as fiat currency pairs, can be significant. Therefore, you should carefully assess whether such trading aligns with your situation and financial resources. Keep the following considerations in mind:

- You risk losing all the funds in your Wallet, and in some scenarios, your losses may exceed those funds. If the market moves against your position, you may be required to deposit a significant amount of additional funds on short notice to maintain your position. Failure to provide these funds promptly may lead to your position being liquidated at a loss, for which you would be responsible for any resulting deficit in your Wallet.
- Under certain market conditions, it might become difficult or impossible to liquidate a position. This can happen, for instance, when the market hits a daily price fluctuation limit ("limit move"), or if there's insufficient liquidity in the market.
- Placing contingent orders, like stop-loss orders, may not necessarily limit your losses to the intended amounts, due to the possibility that market conditions prevent the execution of such orders.
- All cryptocurrency trades carry risk, and holding an "extended" position is not inherently less risky than holding an open "long" or "short" position.
- Leveraging can amplify not only potential gains but also potential losses.

THE FOREGOING APPLIES TO TRADING OF ALL CRYPTOCURRENCY PAIRS, AS WELL AS FIAT CURRENCY PAIRS. IT IS IMPORTANT TO NOTE THAT THIS SUMMARY DOES NOT ENCOMPASS ALL THE RISKS AND OTHER SIGNIFICANT ASPECTS OF ENGAGING IN SUCH TRADES.

#### 14.15. APPLICATION PROGRAMMING INTERFACES

**Bit2Me** may provide access to specific information and data through APIs. The user will only be able to use them in their original, unmodified state through the Bit2Me Customer Account. Upon completion of the API key creation request, you will receive an email with a confirmation link. Once you click on the link in the email, you will receive the API key, which will be the only time it is displayed. If you do not remember this API key in the future, you may need to create a new one.

You acknowledge and agree that the scope and specific form of the APIs is at **Bit2Me's** sole discretion, and that Bit2Me may modify or discontinue use of the APIs in its sole discretion at any time. **Bit2Me** may set limits on the number of API calls that may be made, in its sole discretion. If you exceed these limits or breach any other terms of these Bit2Me Pro or General Terms and Conditions Rules, **Bit2Me** may moderate your activity or cease to offer you access to the APIs in its sole discretion.

You grant **Bit2Me** a worldwide, transferable, sub-licensable, irrevocable, irrevocable, fully paid-up, royalty-free, non-exclusive right and license in all of your intellectual property rights to i) use your name, likeness or brand, including all of your trademarks, logos (hereinafter the "Logos"), etc., to the extent incorporated into your application and in connection with the maintenance, development and promotion of our Bit2Me Services, and to ii) use, perform, display to the public, reproduce, distribute, make available and import your application for the purpose of providing, maintaining, developing and marketing the Bit2Me Services and Systems. Upon termination or cessation of use of your API, and your written request, we will use commercially reasonable efforts to remove reference to your application and any of your Logos from our Bit2Me Systems.

The **Bit2Me** marks and names (the "Bit2Me Logos"), and all intellectual property rights therein, are and shall at all times remain the sole and exclusive property of **Bit2Me** and shall be protected by applicable laws and treaties. All rights not expressly granted herein shall remain.

It shall be your sole responsibility to properly secure and maintain the secrecy of your API keys. You agree to accept full responsibility for any use of **Bit2Me** that is facilitated through the API keys or by any other application you may authorize (including any activity by you or any third party that has access to your account information, with or without authorization)

### 14.16. ADDITIONAL INFORMATION

To aid users in understanding how to utilize the services offered, **Bit2Me** provides access to a Knowledge Base via its website at <a href="https://support.Bit2Me.com/">https://support.Bit2Me.com/</a>. This resource offers detailed information about the registration process, buying and selling procedures, as well as insights related to the referral program and fundamental concepts concerning Cryptocurrencies and the Bit2Me Platform.

Through the link mentioned above, users can reach out to Bit2Me Support at any time for any inquiries they might have by choosing the "NEW TICKET" option.

# 15. OBLIGATIONS

#### Bit2Me undertakes to:

- a. To deal as diligently as possible with all queries that the user may request arising from the use of the services included on the website.
- b. To provide the service to the user in accordance with the provisions of these GENERAL TERMNS AND CONDITIONS.
- c. Maintain the Bit2Me Platform operational 24 hours a day, except for temporary interruptions for web maintenance services, technical or computer problems such as Internet crashes caused by any cause, computer attacks and similar situations that make it temporarily impossible to provide the service. The service will be restored as soon as the incidents have been resolved.
- d. Report any movement that **Bit2Me** may consider suspicious for the purpose of compromising the security of the user's account, for further analysis of the same.

# Bit2Me is not obliged to:

a. Carry out transactions aimed at passing on to users cryptocurrencies from free distributions or AIRDROPS, or forks in the blockchain or FORKS. **Bit2Me** reserves the right to carry out these types of transactions as it deems appropriate and in the timeframe it deems appropriate.

#### The user undertakes to:

- a. Provide the information required in the forms in the cases indicated in the previous sections when making a sale of cryptocurrencies.
- b. Confirm acceptance of these GENERAL TERMS AND CONDITIONS by clicking on the button "I have read and accept the GENERAL TERMS AND CONDITIONS".
- c. Communicate to **Bit2Me** all data necessary for access and use of the services that require prior identification, which must be truthful, current and adjusted to reality.

- d. Adopt the necessary security measures, both personal and material, to maintain the confidentiality of relevant data provided by **Bit2Me** or its partners, and immediately notify **Bit2Me** the loss, misplacement, theft, robbery or illegitimate access on their behalf and / or knowledge by third parties. You expressly agree that any use of the service made with your login credentials has been made by yourself.
- e. Make proper use of the Services included in the Bit2Me Platform, always in accordance with the law.
- f. Not to carry out any activity that hinders or interferes with the operation of the Services, including the Bit2Me Platform.
- g. To be responsible for all transactions made on your user account, exonerating **Bit2Me** from any liability.

#### 16. RESPONSIBILITY

The user asserts understanding and possessing the requisite knowledge for utilizing blockchain systems and services, fully aware of the risks associated with cryptocurrency transactions and blockchain usage. **Bit2Me** is not responsible for any losses or inability to access cryptocurrencies or fiat currencies resulting from the user's actions or omissions.

The user acknowledges that cryptocurrency transactions can be highly volatile, leading to potential significant gains or losses, including the partial or total loss of the investment. The user is fully aware of the risks involved in selling cryptocurrencies and agrees that **Bit2Me** bears no liability for any financial outcomes resulting from such transactions.

**Bit2Me** does not offer advice in any domain, including tax, financial, economic, accounting, or commercial matters. Consequently, any decisions made by the user are solely their responsibility, based on personal judgment, and not influenced by any promotions or activities conducted by **Bit2Me**.

Cryptocurrency transactions are irreversible. Therefore, the user must exercise caution when executing payments or providing a correct public wallet address. **Bit2Me** will not reimburse any virtual or fiat currencies mistakenly sent from the user's account.

**Bit2Me** disclaims any liability for internet network failures, issues with cryptocurrency blockchains, banking errors, or losses resulting from software hacking that leads to the disappearance of the user's cryptocurrencies.

The user acknowledges the inherent risks of cryptocurrency ownership, absolving **Bit2Me** of any responsibility for the loss of their cryptocurrencies.

Banking operation incidents fall entirely under the responsibility of the respective banks.

Similarly, issues related to the use of payment methods and receipt of fiat currencies are solely the responsibility of the payment service provider.

Despite the foregoing, should an error occur during a cryptocurrency purchase or sale process, the User is encouraged to contact **Bit2Me** support at <a href="http://support.bit2me.com/">http://support.bit2me.com/</a>

#### 17. EXCLUSIONS OF LIABILITY

The services offered through the Bit2Me Platform are in compliance with Spanish laws. **Bit2Me** disclaims responsibility for services that may not adhere to the laws of other countries where the Bit2Me Platform's services are accessible.

**Bit2Me** is absolved of any liability if the Bit2Me Platform is used improperly or unlawfully by the User.

**Bit2Me** will not be liable for any damages or losses resulting from unforeseeable events or those foreseen but inevitable, whether due to chance or force majeure.

**Bit2Me** is not accountable for any malfunction, technical errors, accidents, malfunctions, manipulation, service interruptions, or other incidents that occur in external technical equipment or services necessary for providing the Service.

**Bit2Me** shall not be held liable for the unavailability of the Service due to force majeure or temporary suspensions for technical reasons.

**Bit2Me** assumes no responsibility for the misuse of the user's access credentials unless the user has reported their loss, theft, or misplacement. In such cases, the user must immediately change them via the procedures **Bit2Me** has established. The old password will be invalidated as an identification method as soon as the new one is generated. The user expressly agrees that any service use under their credentials is deemed their own action.

**Bit2Me** is not liable for any loss of funds due to user deception by third parties, for example, a scam involving payment in cryptocurrencies for a nonexistent service.

**Bit2Me** strictly prohibits using its platform to purchase cryptocurrency for ransom payments, typically demanded by ransomware (e.g., Cryptolocker). Should users find themselves in such situations, we urge them to contact law enforcement and refrain from making any payments.

The user will be responsible for any damages caused to third parties due to the information provided, including but not limited to damages resulting from:

- Using outdated, false, or inaccurate information.
- Third parties using the user's personal passwords.

**Bit2Me** advises against investing in cryptocurrencies for individuals who are not fully informed about the service they are engaging with or do not fully understand how it operates.

#### 18. ASSIGNMENT AND SUBROGATION BIT2ME

**Bit2Me** may, if it deems necessary, assign or subcontract the contracts entered into with users to other entities in order to carry out the object of the contract as set out in these GENERAL TERMS AND CONDITIONS.

# 19. MAINTENANCE AND TEMPORARY SERVICE SUSPENSION OF SERVICE ON THE BIT2ME PLATFORM

**Bit2Me** is committed to ensuring access to its services in alignment with these Terms and Conditions. Nonetheless, Bit2Me may temporarily suspend the Services for maintenance or upgrades, endeavoring to notify you in advance of such Scheduled Maintenance. The User understands that immediate notification may not be feasible in emergency situations and accepts the inherent risks of occasional inaccessibility to, use of, or ability to transact with the Bit2Me Account.

Consequently, service interruptions may occur without prior notice for essential maintenance tasks required for the optimal operation of the Bit2Me Platform.

Furthermore, non-compliance with the obligations outlined below by the Bit2Me User will lead to a temporary suspension of service on the Bit2Me Platform until the User addresses the issue:

- a. Failure to provide additional information needed for user identification, their transactions, or the origins of their funds.
- b. Refusal to accept potential updates to the GENERAL TERMS AND CONDITIONS or the Privacy Policy.

The service suspension entails the following implications:

- a. **Bit2Me** will notify you of the decision to temporarily suspend your activity on the Platform, including the suspension's rationale (unless legally prohibited from doing so) and outlining the necessary steps to rectify the situation.
- b. During this suspension period, the user will be unable to access the Platform and, consequently, cannot execute any transactions.
- c. This temporary suspension will become permanent after THIRTY (30) days from its initiation if the situation remains unaddressed or if the required updates or information necessary for continued operation on the Bit2Me Platform are not provided. Should the situation remain unresolved after these THIRTY (30) days, and if there is a balance in any currency in your Wallet, it will be locked and deemed as belonging to an "inactive

account" with abandoned funds or storage, following the applicable legal regulations or the directives of competent authorities.

#### 20. INACTIVE ACCOUNTS

Bit2Me may classify an account as inactive if:

- No transactions have been conducted for a period exceeding 12 months.
- There have been no account logins for more than 3 months.
- There's a failure to respond to inquiries and/or provide requested documentation within 30 days.
- The customer has been unreachable for over a year.

Prior to deeming an account inactive, **Bit2Me** will issue two notifications to the Customer, spaced ONE month apart.

Should the Customer not address the notifications within one month following the last notification, the account will be considered inactive, and **Bit2Me** may undertake the following measures:

- Impose a fee on dormant accounts to offset the cost of asset maintenance by Bit2Me Operators, their affiliates, or any third party. This fee will be deducted directly from the dormant account on a monthly basis.
- Transfer the dormant account (including the Digital Assets therein) to an affiliate of the Bit2Me Operators, any third-party custodian, or to an isolated wallet, as deemed reasonably necessary by Bit2Me. Should such a transfer occur, you are entitled to reclaim your Digital Assets, subject to Bit2Me's verification requirements, which include conducting know-your-customer (KYC) and transaction awareness and verification procedures.
- Close an inactive account at any time without Bit2Me being liable for any resulting loss, damage, or expense, except in cases of fraud or wilful default by Bit2Me. Assets within such dormant accounts will be handled as outlined above. Once an inactive account is closed, it cannot be reactivated (i.e., you will need to register a new Bit2Me account to continue using Bit2Me Services).

Unless legally obligated, under a court order, or directed by a competent authority, **Bit2Me** will offer the Customer the option to withdraw funds from inactive or closed accounts. This is without prejudice to the collection of any stipulated inactivity fees.

**Bit2Me** reserves the right to determine the method of fund withdrawal, which may be offered in either fiat or cryptocurrency.

#### 21. COMPENSATION CLAUSE

**Bit2Me** is expressly and irrevocably authorized by the User to deduct from the User's account, without prior notice or demand, all overdue and unpaid amounts, as well as any other liquid and enforceable debts owed by the User to **Bit2Me**.

Upon settling the amount owed by the User, **Bit2Me** will notify the User of such action through any of the communication methods **Bit2Me** uses with its Users.

#### 22. TERMINATION

This contract shall terminate for the following reasons:

- a. Non-acceptance by the User of modifications to the Privacy Policy, the GENERAL TERMS AND CONDITIONS, the service pricing, or any applicable laws and regulations (including laws related to anti-money laundering, counter-terrorist financing, international sanctions, and embargoes): The contract will automatically terminate.
- b. If either party breaches a fundamental obligation of the contract: The other party may unilaterally terminate this contract.
- c. At the explicit request of the User: The User may decide to terminate this contract at any time by notifying <u>verifications@bit2me.com</u>. Upon termination, the User cannot request **Bit2Me** to reverse any transactions made during the contract term. Thus, no refunds of cryptocurrencies sold to **Bit2Me** or restitution of cash (legal tender) will be issued.
- d. If **Bit2Me** detects fraudulent actions, anti-social or illegal behavior by the User (such as insults or threats).
- e. If **Bit2Me** has reasonable grounds to suspect the User is a victim of fraud, theft, cyber-attack, extortion, manipulation, violence, or blackmail.
- f. By law or by the order of a competent authority.

**Bit2Me** will inform you of the reason for closing the user's account unless there is a legal obligation not to provide such information.

### 23. INVALIDITY OF ANY PROVISION

Should any provision of these GENERAL TERMS AND CONDITIONS be deemed null and void, this shall not affect the validity of the remaining provisions, which shall continue in effect for the agreed term.

#### 24. DATA PROTECTION

The services provided by BITCOINFORME, S.L. involve processing personal data.

BITCOINFORME, S.L. commits to protecting privacy and ensuring a secure user experience. By using the services, the User explicitly consents to the processing of their data as outlined in Bit2Me's Privacy Policy available at https://Bit2Me.com/es/legal/privacidad.

# 25. PREVENTION OF MONEY LAUNDERING

Regarding with article 2.1, letter z) of Law 10/2010 on the Prevention of Money Laundering and Terrorist Financing, **Bit2Me's** activities as a virtual currency exchange service provider and electronic wallet custodian are subject to the aforementioned anti-money laundering and counter-terrorist financing regulations.

**Bit2Me** adheres to current regulations concerning the prevention of money laundering and related laws. Accordingly, **Bit2Me** informs that such regulations require, among other obligations, documenting the identification of its users, gathering information on their professional or business activities, and reporting any transactions or activities suspected or known to be related to money laundering.

# **26. CUSTOMER SERVICE**

Users have access to Customer Care Services to directly contact an agent via: <a href="https://support.bit2me.com/es/support/home">https://support.bit2me.com/es/support/home</a>

#### 27. INVOICING

Regarding the services for buying and selling cryptocurrencies or cryptoassets by **Bit2Me**, as specified in <u>article 20</u>, <u>section one</u>, <u>paragraph 18</u>, <u>letter m</u>) <u>of Law 37/1992</u>, such intermediary services are exempt from Value Added Tax (VAT):

There is no obligation to issue an invoice, except in situations described in <u>Article 2(2) of this Regulation</u>, for the following transactions: a) Transactions exempt from Value Added Tax, by virtue of Article 20 of its regulatory law, with the exception of the transactions referred to in paragraph 2 below. However, the issue of an invoice shall be compulsory for transactions exempt from this tax in accordance with Article 20.

Nevertheless, issuing an invoice is mandatory for transactions exempt under Article 20, paragraphs. 2.°, 3.°, 4.°, 5.°, 15.°, 20.°, 22.°, 24.°, 25.° and 28.° of the Tax Law.

Invoices and a copy will be issued in all cases where the recipient is a business or professional, regardless of the tax regime applicable to the transaction.

To request an invoice, customers must contact **Bit2Me**, and it will be provided within 60 working days.

#### 28. INTELLECTUAL AND INDUSTRIAL PROPERTY

The Bit2Me Platform, its source code, and contained content are protected by national and international intellectual and industrial property laws. They may not be exploited, reproduced, distributed, modified, publicly communicated, transferred, or transformed without the express written authorization of the rights holders.

The design, images, signs, trademarks, logos, products, and services on **Bit2Me** are protected by Industrial Property Law.

Accessing the Bit2Me Platform does not grant users any rights or ownership over the intellectual or industrial property rights or its contents. Users are prohibited from copying, modifying, distributing, transmitting, reproducing, publishing, transferring, or selling the aforementioned elements or creating new products or services derived from the obtained information without **Bit2Me's** express written authorization.

Users are strictly prohibited from altering the content or structure of the Bit2Me Platform.

**Bit2Me** reserves the right to take legal action against users who violate or infringe on intellectual and industrial property rights.

#### 29. APPLICABLE LAW AND JURISDICTION

This contract will be interpreted and governed by the current laws of Spain. Both parties, expressly waiving any other jurisdiction to which they might otherwise be entitled, agree to submit to the jurisdiction of the courts deemed competent according to the legal system for any interpretation or dispute arising from this contract.

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