

# SPECIFIC CONDITIONS OF TOKEN LOCKING IN THE B2M FARMING POOL

## 1.- LEGAL INFORMATION

**BITCOINFORME, S.L.** (hereinafter, "**Bit2Me**"), with address at Calle Germán Bernacer, 69, 03203, Elche, Alicante, SPAIN and with N.I.F. B-54835301, registered in the Mercantile Registry of Alicante, volume 3828, folio 110, Inscription 1 with Sheet A-143230, is the owner of the website: https://bit2me.com/ (enter access addresses to the B2M Farming Pool).

These Specific Conditions of use and application of Token locking in the B2M Farming Pool (hereinafter referred to as "Specific Conditions") govern the contractual relationship between You (hereinafter referred to as "User") and **Bit2Me**. You and Bit2Me are hereinafter referred to separately as a "Party" and collectively, as "Parties", with respect to Your use of the Bit2Me Farming Pool B2M Product, and constitute a legally binding contract (hereinafter, Contract) between the parties.

#### 2.- OBJECT

A new B2M pool of 100M is implemented, (in addition to the two initial pools (100M and 50M) in order to reward users who choose to lock their funds in the B2M Token for certain periods in exchange for receiving a higher APY than they currently receive in the flexible B2M pool (without locking).

#### 3.- CONDITIONS OF USE OF THE FARMING POOL B2M SERVICE

These Specific Conditions together with the Specific Conditions of the Earn service and any other published conditions, are applicable to the Farming Pool B2M services offered by Bit2Me through the Bit2Me Platform.

In order to use the Bit2Me "B2M Farming Pool Token Locking" services, you must create an account through the Bit2Me platform, in order to subsequently access the Bit2Me Earn services and, within the same, the "B2M Farming Pool Token Locking". The Bit2Me "B2M Farming Pool Token Locking" Service.

The services provided by Bit2Me "B2M Farming Pool Token Locking" are not considered an investment, nor a speculative tool. The User, through the Bit2Me "B2M Farming Pool Token Locking" service, obtains rewards for the transfer and locking of his/her B2M Tokens for a determined period of time in favor of Bit2Me, in accordance with these Specific Terms.



Bit2Me reserves the right to modify or supplement these Specific Terms. Such changes or modifications shall be valid and in full force and effect from the date of their publication on the Bit2Me Platform (within the Earn Service), unless otherwise stated.

Customer shall regularly review the Bit2Me Platform and the Earn service for such additional changes or modifications.

By continuing to use the Bit2Me Earn service after such changes or modifications are in effect, Customer indicates Customer's acceptance of the amended or modified Specific Terms. If Customer does not wish to be bound by any changes or modifications, Customer must immediately stop using the Bit2Me Earn service.

# 4.- OPERATIVE DESCRIPTION

Bit2Me adds an additional 100M B2M pool for users who lock all or part of their B2M funds. The B2M locking is done in exchange for a higher APY than the one offered in the flexible pool to which the user has access without locking.

The user will be able to choose between a determined blocking time, being available the modalities of 3 months, 6 months or 12 months. The rewards will depend on the locking time. Users will also be able to view the APY applicable to the locking time on the platform and its variation.

Each new contribution made by the user to the funds already locked means an update of the date of unlocking of the funds, i.e., the date of the last contribution is taken into consideration for the beginning of the locking period.

The user will be able to lock his/her funds in B2M without any limitation of minimum funds to lock.

The rewards generated in the locked pool will be added daily to the locked pool adding to the previous funds and generating new rewards.

At the time of unlocking of the funds due to expiration of the locking period, both the funds and the rewards generated will be added to the flexible pool.

#### 5.- EARLY RELEASE

This service is developed with the aim of rewarding B2M holders who maintain their funds over a long period of time. The essential condition of this service is the locking of the funds for certain periods of time and the interruption of the commitment entails the application of the return of the rewards obtained as well as the reduction of a percentage of the locked funds.

The reductions will consist of the return of all rewards earned and 10% of the locked funds. Likewise, if the user requests the release of the funds, these, applied the



aforementioned deductions, will be released 24 hours after executing the withdrawal prior to the official date of unlocking.

Bit2ME reserves the right to make changes to the deductions it deems necessary with prior notification to users.

#### 6.- INTELLECTUAL AND INDUSTRIAL PROPERTY

The B2M Farming Pool Token Locking service, the associated software and technological tools, including but not limited to its programming, editions, compilations, designs, logos, texts and/or graphics, are the property of Bit2Me, and are protected by national and international regulations on intellectual and industrial property. Access by the user to the service does not grant any property right over them.

Therefore, Bit2Me does not grant at any time ownership rights over the B2M Farming Pool Token Locking service, the associated software or technological tools, but grants the right to use them under the conditions described, not being understood in any case that it is enabled for reproduction and public dissemination, assignment, sale, rental or loan, agreeing not to transfer its partial or total use in any way, as well as not to disclose, publish, or otherwise make available to other parties.

You acknowledge and agree that you do not intend to use such materials or information inappropriately or in any way to harm Bit2Me, or any of its affiliates.

If you see any content on the website that may infringe intellectual property rights, please bring it to our attention as soon as possible by sending an e-mail to the address <a href="mailto:support@bit2me.com">support@bit2me.com</a>.

#### 7.- PENALTIES IN CASE OF FRAUDULENT USE

Bit2Me will consider as fraud behavior that Bit2Me deems as apparently abusive and / or malicious. Similarly, it will be understood, by way of example, but not limited to, that abuse or fraud occurs when a user identifies himself/herself using a false identity or identities of third parties without their consent. Any action that attempts to manipulate the user's profile or that of a third party to achieve changes in the benefits, levels, badges, missions or any other element of the contents of the Space Center.

#### 8.- TAXATION

Within the Bit2Me platform, you will be able to view a record of transactions related to your use of the services, which you may use for purposes of making any required tax filings or payments. It is your responsibility to determine what, if any, taxes apply to your use of the Bit2Me Services and to collect, report and remit the correct tax to the appropriate tax authority.

Bit2Me may deduct or make any withholding or filing of taxes required by law, but will not be responsible for determining whether and which taxes apply to your transaction, or for



collecting, reporting or remitting any taxes arising from any transaction or in connection with your Bit2Me Account and the services you make use of.

You are responsible for complying with applicable law. You agree that Bit2Me is not responsible for determining whether laws may apply to your transactions or what laws may apply, including tax laws. You are solely responsible for reporting and paying any taxes arising from your use of the Services.

# 9.- LIMITATION OF LIABILITY

Bit2Me will be exempt from any liability for damages that may be due to the temporary lack of availability or continuity of service operation, the disappointment of the usefulness that users may have attributed to it. Bit2Me will also be exempt from the acts or omissions of users in the use of this service.

The "B2M Farming Pool Token Locking" services are provided without any warranty, whether express, implied or statutory, except as expressly provided in these Specific Terms, to the extent permitted by applicable law. Bit2Me disclaims any other warranties, express or implied, made by you, your affiliates or any third party, including without limitation, any warranties regarding the quality, suitability, merchantability, or otherwise, of any service or any goods provided incidental to the Space Center product or service under these Specific terms.

Notwithstanding any provision in these terms and conditions, Bit2Me shall not be liable to you for any loss, damage or claim due to an unusual or unforeseeable event beyond our reasonable control, including the consequences of which could not have been avoided even if we had previously exercised all due care and diligence (force majeure) or arising in connection with:

- a) Any delay, suspension, interruption of Bit2Me's "B2M Farming Pool Token Locking" service;
- b) Failures or interruptions in public or private telecommunications networks, communication channels or information systems;
- c) User's inability to effect or complete any transaction due to maintenance of the "B2M Farming Pool Token Locking" service or system, breakdown or unavailability of the Bit2Me platform or service:
- d) Any unauthorized use of the Bit2Me platform contrary to these terms and conditions;
- e) Compliance with any applicable law, court orders or acts of any governmental authority;
- f) Resulting from hacking, tampering, transmission of computer viruses or other unauthorized access to or use of the Bit2Me platform;

Notwithstanding anything in these terms and conditions, in no event will Bit2Me be liable to you for any incidental damages of any kind, whether direct or indirect, foreseeable or unforeseeable, including, without limitation, loss of revenue, loss of profits, replacement goods, loss of technology, loss of data, or interruption or loss of use of the service, even if you have been advised of the possibility of such loss or damage and whether arising in contract or tort.



## 10.- PROTECTION OF PERSONAL DATA

Pursuant to the provisions of the Regulation (EU) 2016/679 of the European Parliament European Parliament and of the Council of 27 April 2016 (hereinafter RGPD), in the Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights (hereinafter LOPDGDD) and in any other applicable data protection regulations, we inform participants that their personal data will be incorporated into a Database owned and under the responsibility of Bit2Me, whose purpose and legal basis is the management for the provision of the Space Center service, as well as the maintenance of commercial relations based on the legitimate commercial interest of the companies of the Bit2Me Group (you can find more information about the companies that make up the Bit2Me Group in <a href="https://bit2me.com/en">https://bit2me.com/en</a>).

Users have recognized the exercise of rights of access, rectification, deletion, limitation, opposition and portability of their data that may be exercised by sending an email to the address <a href="mailto:rgpd@bit2me.com">rgpd@bit2me.com</a>. Once the purpose of treatment or requested the deletion of your data, they will be blocked at the disposal of the Administration, Judges and Courts, for the prescription periods of legal actions that correspond to the treatments produced in defense of our interests.

Similarly, Space Center users are informed that they have the right to withdraw their consent for commercial purposes for data processing by Bit2Me, and that they have the right to complain to the Spanish Data Protection Agency <a href="https://www.aepd.es/es">https://www.aepd.es/es</a>.

#### 11.- APPLICABLE LAW AND JURISDICTION

These specific conditions shall be interpreted and governed in accordance with the Spanish legislation in force. Both parties, expressly waiving any jurisdiction that may correspond to them, submit any interpretation or dispute arising from these specific conditions to the Courts that, according to the Spanish legal system, are competent.