



**SPECIFIC TERMS AND
CONDITIONS (ST&C)
BIT2ME CARD**

VERSION: AUGUST-2023

IMPORTANT:

These ST&C are an additional part of the Bit2Me's
GT&C and
Privacy Policy and, necessarily, must be accepted
together with the **General Conditions of the
"card" contract** of PECUNIA CARDS EDE, S.L.U.
(**'PECUNPAY'**)

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1. INTRODUCTION

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

In order to provide the Bit2Me Card service, Bit2Me has partnered with PECUNIA CARDS EDE, S.L.U., an Electronic Money Institution supervised by the Bank of Spain and registered under number 6707, whose commercial name is "Pecunpay". Pecunpay is the issuer and manager of the Bit2Me card and payment account. If the user has any problem related to the operation of the card, he/she should contact the payment service provider at the following email address: servicioatencioncliente@pecuniacards.es.

2. DEFINITIONS

In this document, reference will be made to the Bit2Me Card Specific Terms and Conditions. All terms already defined and used in these Specific Terms shall have the same meaning as given to them in the [GENERAL TERMS AND CONDITIONS OF THE BIT2ME PLATFORM SERVICES](#).

3. USERS

You may enter into this Agreement and use the Bit2Me Card Product only if all of the following conditions are met:

- 3.1.** You have registered on the Bit2Me platform, opened an account and accepted the [GENERAL TERMS AND CONDITIONS OF THE BIT2ME PLATFORM SERVICES](#) and the [TERMS OF USE POLICY](#). [PRIVACY](#). You must also have accepted the **General Terms and Conditions of the "card" contract** of PECUNIA CARDS EDE, S.L.U. ("PECUNPAY") available at: <https://bit2me.com/es/legal/pecunia>.

Bit2Me Card

- 3.2. You represent and warrant that any crypto-assets stored for the purpose of using the Bit2Me Card Services are owned by you or that you are fully authorised to transact using such crypto-assets without restriction or limitation. That your use of the Services is solely for your own account and benefit, and not on behalf of any other person or entity. You further represent and warrant that all such cryptoassets are free and clear of any third party claims, debts, liens, encumbrances, rewards or bonuses.
- 3.3. You are not a citizen or resident of (United States, Japan, Afghanistan, North Korea, Cuba, Guinea Bissau, Iran, Iraq, Syria and Tajikistan), and have no relevant connection to any jurisdiction where Bit2Me or its laws have prohibited or restricted access to Bit2Me Card Services;
- 3.4. Carry out identity verification testing of the Bit2Me platform.
- 3.5. By agreeing to these Specific Terms and Conditions (ST&C) you acknowledge and confirm that you comply with all of the conditions set out above. In the event that it is subsequently determined that you have not complied or no longer comply with any of these conditions, we may suspend the Bit2Me Card services and/or related services and close your account on the Bit2Me platform.
- 3.6. Bit2Me may also at any time and without liability to you:
 - 3.6.1. reject your application to use the Bit2Me Card services; change the conditions for entering into the Bit2Me Card Services Agreement;
 - 3.6.2. suspend all or part of the Bit2Me Card services;
 - 3.6.3. Change, update, remove, delete, cancel, suspend any features, components and content with the Bit2Me Card Services.

4. DESCRIPTION OF BIT2ME CARD

4.1. SERVICE

Bit2Me Card is a *Mastercard* next generation card that can be held in both plastic and virtual format. The plastic version features NFC technology. It has an exclusive design, authorised by *Mastercard*, and printed with high quality inks.

It is only allowed to request a Bit2Me Card in the name of the same holder registered in the Bit2Me user account. This card is personal and non-transferable to the Bit2Me account holder and cannot be used by any third party.

4.2. OBTAINING THE PHYSICAL CARD

The User, through the Bit2Me application, in the "Card" section, can request a physical card by providing a postal address to receive the Bit2Me Card at the address indicated. The delivery time of the card will depend on the courier service contracted and Bit2Me cannot offer the User any specific time to receive it. The card will be sent within 15 calendar days.

4.3. PHYSICAL CARD ACTIVATION

Through the Bit2Me mobile application, once the user receives the card at the indicated address, he/she can activate the card by entering the last 4 digits of the card, which also appear on the back of the card, and following the instructions on the mobile application.

4.4. OBTAINING A VIRTUAL CARD

The User must request the virtual card through the Bit2Me app, accessing the "Card" section of the side menu, click on the 'Virtual' tab and then click on the 'I want my virtual card' bar.

4.5. ACTIVATION OF THE VIRTUAL CARD

To activate the virtual card, the user will have to access from the application to the "my cards" section and click on the "Activate" option. After requesting the first Bit2Me card, whether physical or virtual, the User have to establish a secret alphanumeric code that

will be requested when transacting online. In doing so, the Payment Services Directive 2 (PSD2) aims to improve security and reduce fraud in transactions. This code is unique and will be associated with all the User's cards. The steps to follow to set it up are as follows:

- 1.** The user should go to the "Card" section in the side menu of the app.
- 2.** The User may begin the secret code configuration process in two different ways:
 - 2.1.** Through the "set up secret code" button that you will see on the main screen of your cards section.
 - 2.2.** Enter the general settings of your cards, via the menu in the top right-hand corner of the screen. From there, select "Create secret code". If the User subsequently wishes to modify their code, they can do so from this same section.
- 3.** Regardless of the path chosen above, the next step is to enter the code that will be sent by notification to the phone that will be used to send the code that the User has configured in the app.

5. CRYPTOASSETS SUPPORTED

The cryptoassets currently supported by the Bit2Me Card service are listed below and are subject to review by Bit2Me at its sole and absolute discretion, and this list may be extended or reduced at any time.

The list can be viewed at the following [link](#).

6. USE OF THE CARD

The Bit2Me Card is subject to the Pecunpay GT&C and can be used at merchants worldwide, for online purchases and for cash withdrawals, as long as, in the three indicated modes of use, they operate under the Mastercard brand.

To use the card, the user will have to link to the wallet of their crypto-asset funds in their Bit2Me account, or to the wallet of their crypto-asset funds in Bit2Me Earn specified in the list indicated in the

previous section, so that Bit2Me can proceed with the conversion into Euros and proceed to make the payment to the Third Party through the service contracted by the user with Pecunpay. The card can only be linked to the aforementioned cryptocurrency wallets. The user will have to change the configuration of the linked wallet through the application by selecting the desired wallet. There is no additional cost for this action.

Users' wallet funds that have been exchanged to euros by Bit2me will be transferred to Pecunpay for payment.

The user will be able to make payments at both online and physical merchants.

When using the Bit2Me Card, the exchange of cryptocurrencies linked to your wallet is carried out at the price in euros at which the cryptocurrency is at that time. By using the card, the user accepts that the aforementioned conversion takes place regardless of the knowledge that he/she may have about the price of the crypto-asset used, without Bit2Me being in any way responsible for the volatility of the value of the crypto-asset.

7. PROVISIONS OF CASH

The withdrawal of cash from the account will involve, on the one hand, the automatic transformation of the funds in cryptocurrencies into electronic money, in accordance with the market price existing at that time, and then the conversion into cash and, on the other hand, the relevant annotation of said exchange transaction and sending process in the HOLDER's Wallet. The cryptocurrency wallet may not reflect a negative balance derived from the operations carried out by the HOLDER, and therefore the HOLDER will be obliged to have a sufficient balance for each exchange and sending operation, including the commissions accrued, otherwise the operation will be denied and the user will have to assign more cryptocurrencies or change wallet.

8. FEES

The Bit2Me card does not carry any maintenance fees. The user will only pay the card issuing fee if he/she applies for the physical card.

In terms of transaction fees, there is no usage fee, but there is a 0.95%

fee for conversion to euro.

The rest of the applicable fees, as well as the limits of the card's operation can be consulted at the following [link](#).

9. REPORT LOSS OR REQUEST CANCELLATION

From the Bit2Me app the user will have the option to turn their cards off and on, instantly and in a single click. If you believe that your card may have been stolen or simply lost, the user has the possibility to delete it from the application, in the options of the card itself. Once deleted, the user can request a new card.

The User may notify the loss of the card through Bit2Me's official channels such as info@bit2me.com, support@bit2me.com, or by calling the telephone numbers that appear on the Bit2Me website and on the back of the card. Likewise, the User must notify PECUNPAY of the loss or misplacement, theft, misappropriation or falsification of the card through the communication channels established in its own terms and conditions as well as on its website.

10. REWARDS or CASHBACK

By using the card the user will have access to different benefits, which can be consulted in their *Space Center* profile within the Bit2Me application.

These rewards or cashback will depend on several factors such as the Tier or level of the user, whether payments are made using the B2M token or even whether payments are made to certain shops or merchants.

These benefits may be modified at Bit2Me's sole discretion.

The User will see the delivery of the rewards reflected in their own wallet as a euro purchase, which will automatically be converted into B2M.

Rewards will be received within minutes of purchase, with a maximum

delivery time for rewards or cashback of 24 hours from purchase.

In the event that the customer makes a total or partial return of the purchase, the percentage of cashback or rewards delivered will be deducted from the amount returned.

Once the cashback or rewards delivered have been deducted, the conversion fee from euros to cryptocurrency in the wallet linked to the card will be applied to the refund.

11. ROADBLOCKS AND BLOCKADES

Use of the card at certain merchants may result in a hold or block on the user's balance. The time period for the suspension of the blocking or retention will depend exclusively on the merchant. Bit2Me undertakes that once the merchant unblocks the retained balance, it will transfer it to the user as soon as possible.

12. EEA TERRITORY

The Bit2Me card will only be available within the EEA territory, although it will be possible to use the card from anywhere in the world. However, it is possible that in certain countries within the EEA there may be other criteria that may lead to the card not being issued, for example Bonaire, Cyprus, Aland Islands, Liechtenstein, Mayotte, French Polynesia and Réunion.

13. OBLIGATIONS AND GUARANTEES

The user declares, warrants and confirms that:

- 13.1. The Crypto Assets, which you have transferred or will transfer to your Bit2Me Wallet and which may be used through the Bit2Me Card, are not derived from money laundering and terrorist financing, fraud or any other illegal or criminal activity under Applicable Law in the respective jurisdiction;
- 13.2. You have only sent to Bit2Me complete, correct and up-to- date information and documents;

- 13.3. You are aware that you are subject to the tax regulations of your jurisdiction and shall be fully responsible for any declaration and payment of any tax due to the competent tax authority, as required by Applicable Law. Bit2Me shall not be obliged to compensate you for your tax obligations or advise you in relation to your tax affairs. Uncertainty in tax legislation relating to Cryptoassets may expose you to any current or future tax consequences associated with your holding of Cryptoassets and use of the Bit2Me Services, for which Bit2Me shall not be liable.
- 13.4. You are aware that you use Bit2Me Card services at your own risk.

You hereby undertake to:

- a) Use Bit2Me Card services in good faith;
- b) Not be in breach of these terms and conditions or any Applicable Law in the relevant jurisdiction;
- c) Not to commit any fraud, malicious acts or criminal activities;
- d) Do not provide incorrect, inaccurate, incomplete, outdated or misleading information;
- e) Do not interfere with or intercept our network, system, data or information;
- f) Not upload any viruses or other malicious software or programs, or attempt to gain unauthorized access to other users' accounts, website, network or systems in connection with Bit2Me Card Services;
- g) Not to reverse engineer or disassemble any of our software, systems or products, or in any way infringe the intellectual property rights and/or those of our partners;
- h) Not cause or launch programs or scripts for the purpose of indexing, inspecting or extracting data from any part of any of our programs, systems or products, or unduly burden or hinder the operation and/or functionality of any aspect of the Bit2Me Card Service.

- i) You may not lend, assign, sell, or otherwise transfer your card to a third party. Should this scenario occur, Bit2Me may unilaterally terminate this contract immediately.

Failure to comply with any of the points set out in this clause, and in particular any indication of fraud, will result in immediate unilateral termination by Bit2Me and therefore the blocking of your card.

14. INFORMATION ON RISK

1.- Crypto-assets are more volatile relative to most other fiat currencies and other assets, and this unpredictability of their price can result in significant losses in a short period of time. Bit2Me and Bit2Me Card are not responsible for the cryptoasset market, and we make no representations or warranties regarding the actual or perceived value of any digital asset, and the quality, suitability, truthfulness, usefulness, accuracy or completeness of any information provided by Bit2Me or Bit2Me Card. It is therefore for you to carefully consider whether holding cryptoassets is suitable for you in light of your financial condition.

2.- Cryptoassets are not money or legal tender in many countries, are not supported by the government or a central bank and most do not have any underlying assets, income streams or the like.

3.- The regulatory status of cryptoassets is not currently settled, varies among jurisdictions and is subject to significant uncertainty. Legislative and regulatory changes or actions relating to cryptoassets or blockchain technology at the state or international level may adversely affect or restrict, as the case may be, the use, transfer, exchange and value of cryptoassets, as well as the Bit2Me Card or Bit2Me services. The value of cryptoassets may lead from the continued willingness of market participants to exchange fiat currencies for cryptoassets which may result in the permanent and total loss of the value of cryptoassets, in particular in the event that the market for cryptoassets disappears.

4.- The nature of crypto-assets may lead to an increased risk of fraud or cyber-attacks and any losses due to fraudulent or accidental transactions which will not be recoverable.

5.- Bit2Me and Bit2Me Card do not provide investment advice and that

information from Bit2Me and Bit2Me Card should not be used as a basis for making decisions about possible transactions or services to contract with a particular crypto-asset.

6.- You are responsible for determining whether use of the Bit2Me Service or Bit2Me Card is lawful in your jurisdiction and should refrain from use if it is illegal in your jurisdiction. If you are unsure, seek independent legal advice.

7.- We may be forced to suspend, terminate or change aspects and services of Bit2Me Card or Bit2Me in any jurisdiction without notice if required to do so by regulatory authorities or applicable law, or for any other reason. In such an event, your cryptoassets may be frozen for an indefinite period of time until the matter is resolved.

8.- You understand and agree that you use Bit2Me and Bit2Me Card at your own risk. This clause is not exhaustive and does not disclose all risks associated with cryptoassets and the use of Bit2Me Card or related services. Therefore, you should carefully assess the appropriateness of your use based on your particular circumstances and financial resources.

15. LIMITATION OF LIABILITY

The Bit2Me Card Services are provided "as is" and without any warranties, whether express, implied or statutory, except as expressly provided in these Specific Terms, to the fullest extent permitted by applicable law. Bit2Me and Bit2Me Card disclaim all other warranties, express or implied, made to you, its 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 Bit2Me Card product or service under these Specific terms.

Notwithstanding anything 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 outside our reasonable control, the consequences of which could not have been avoided even if all due care and diligence had been exercised (force majeure) or arising in connection with:

- 15.1. Any delay, suspension, interruption of the Bit2Me platform or the Bit2Me Card Service;

- 15.2. Failures or outages in public telecommunications networks or private, communication channels or information systems;
- 15.3. Acts or omissions of a party for which we are not responsible;
- 15.4. Delay, interruption or unavailability of third party services;
- 15.5. User's inability to perform or complete any transaction due to platform or system maintenance, failure or unavailability of the Bit2Me platform or the Bit2Me Card Service;
- 15.6. Any unauthorised use of the Bit2Me platform contrary to these terms and conditions;
- 15.7. Compliance with any applicable laws, court orders or acts of any governmental authority;
- 15.8. Result of hacking, tampering, transmission of computer viruses or other unauthorised access to or use of the Bit2Me platform;

Notwithstanding anything in these terms and conditions, in no event will we 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 profit, 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.

16. TAX IMPLICATIONS

Within the Bit2Me Platform, you will be able to view a record of transactions relating to your use of the Services, which you can use for the purposes of making any required tax returns or payments. It is your responsibility to determine what, if any, taxes apply to your use of the Bit2Me Card Services and to collect, report and remit the correct tax to the appropriate tax authority. We may deduct or make any tax withholding or filing required of us by law, but we are not 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 Bit2Me Card. 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.

17. DATA PROTECTION AND PREVENTION OF MONEY LAUNDERING

The services provided by Bit2Me require the processing of personal data.

Bit2Me is committed to protecting privacy and providing a safe user experience. By contracting the services, the user explicitly agrees to the processing of their data as described in the Privacy Policy established by Bit2Me at <https://bit2me.com/es/legal/privacidad>.

In accordance with [letter z\) of article 2.1 of Law 10/2010 on the Prevention of Money Laundering and Terrorist Financing](#), Bit2Me's activity as a provider of services for the exchange of virtual currency for fiat currency and the custody of electronic wallets is subject to the aforementioned regulations on the Prevention of Money Laundering and Terrorist Financing.

Bit2Me fully complies with current regulations on the prevention of money laundering and other complementary regulations. To this end, Bit2Me informs you that such regulations require, among other obligations, to document the identification of its users, collect information on the nature of their professional or business activity and report, either at the request of the Executive Service of the Commission for the Prevention of Money Laundering and Monetary Offences, or ex officio, any fact or transaction for which there is an indication or certainty that it is related to money laundering.

To comply with its business activities and legal obligations Bit2Me needs to collect personal data owned by the user in accordance with the provisions of its general terms and conditions when registering on the Bit2Me platform, in order to comply with national and European regulations on payment services and other urgent financial measures and national and European regulations on the Prevention of Money Laundering and Terrorist Financing.

Bit2Me Card

Such data collected for compliance with the aforementioned regulations may be used by Bit2Me to provide the Bit2Me Card service.

In compliance with the provisions of [Regulation \(EU\) 2016/679 of the European Parliament and of the Council of 27 April 2016 \(hereinafter GDPR\)](#), of the [Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights \(hereinafter LOPDGDD\)](#) and any other applicable data protection regulations, we inform you that the personal data communicated will be incorporated into a database owned by and under the responsibility of Bit2Me, whose purpose is to manage the Bit2Me Card service offered by Bit2Me, the management of the contractual relationship, as well as the maintenance of commercial relations, based on the legal relationship maintained and the legitimate commercial interest respectively.

The personal data will be kept for the time necessary for the purpose indicated in the previous paragraph, and once this has been completed, they will be kept at the disposal of the public administration, judges and courts during the period of limitation of the actions that may be applicable to the processing of your data. For any matter related to the processing of data of natural persons by Bit2Me you can send an email to rgpd@bit2me.com contact our Data Protection Officer at the following email address dpd@bit2me.com.

You are entitled to exercise your rights of access, rectification, deletion, limitation, opposition and portability of the data provided, which may be exercised by sending a written request to Calle Germán Bernacer, 65, 03203, Elche, Alicante, Spain - BIT2ME, Legal Department, or by email to rgpd@bit2me.com. Likewise, we inform you that you have the right to object to the processing for commercial purposes by Bit2Me and that you have the right to complain to the Spanish Agency for the Protection of Personal Data.

There will be no transfer or communication of data except for the provision of services by third parties as Data Processors, with whom Bit2Me has signed the corresponding Data Processor Agreements and verified that they meet the sufficient guarantees to implement appropriate technical and organisational measures, in such a way that the processing is carried out in accordance with the requirements of the GDPR, guaranteeing the protection of the data subject's rights.

We also inform you that, in order to provide this service, your data (including those collected in the onboarding process -KYC-) will be transferred for processing by PECUNIA CARDS EDE S.L. (Pecunpay), also as Data Controllers, so it will be necessary to accept, in addition to these, the General Conditions of the service established by Pecunpay.

Bit2Me undertakes to comply with its obligation to keep personal data secret and guarantees the adoption of the legally required and necessary security measures to guarantee the security of personal data and prevent its alteration, loss, unauthorised processing or access, taking into account the state of technology, the nature of the data and the risks to which it is exposed.

Further information can be found in the Privacy Policy established by Bit2Me at <https://bit2me.com/es/legal/privacidad>.

18. INTELLECTUAL PROPERTY

The Bit2Me Card service, associated software and technological tools, including but not limited to programming, editions, compilations, designs, logos, text and/or graphics, are the property of Bit2Me, and are protected by national and international intellectual and industrial property laws. Access by the user to the service does not grant any property right over them.

Therefore, Bit2Me does not at any time grant ownership rights of the Bit2Me Card 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, transfer, sale, rental or loan, agreeing not to transfer its partial or total use in any way, and 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 could infringe intellectual or industrial property rights, please inform Bit2Me as soon as possible by sending an e-mail to legal@bit2me.com.

19. COMPLETION/RESOLUTION

This agreement will be terminated immediately by the closure of your Bit2Me account in accordance with the Bit2Me General Terms and Conditions.

Bit2Me, in the event of any breach of these specific terms and conditions and/or the general terms and conditions, may suspend, cancel or refuse to provide the service.

In the event that the account is suspended or closed and has a balance, the user is entitled to recover the crypto-assets, together with the rewards accrued thereon, if any up to the time of disabling the account, by withdrawing them in crypto-assets or by selling them for fiat money, unless prohibited by any applicable law or court order from releasing or exchanging them for fiat, including but not limited to in the event that we have reasonable grounds to suspect that the crypto-assets or the funds used to purchase the crypto-assets were obtained through fraud or any illegal means or in connection with any criminal activity.

By Bit2Me's unilateral decision not to continue providing the Bit2Me Card service.

In cases of termination of the service or closure of the account, no entitlement to future compensation or interest shall accrue.

Bit2Me may terminate the account or use of the card if unauthorised or fraudulent use of the card or account is suspected, as well as any other security or legal compliance issues.

Bit2Me may deny access to or use of the card where it is considered that there is a risk of money laundering or terrorist financing, fraud or other criminal activity. If such action is necessary and where possible, Bit2Me will give its reasons, except where not permitted by law.

In the event that the User's Bit2Me Card account is closed, the User hereby authorises PECUNIA CARDS EDE, S.L.U. (PECUNPAY), in the name and on behalf of the User, to cancel all the products that he/she may have contracted with them as a result of his/her contractual relationship with Bit2Me.

20. NOTIFICATIONS

Any notice required or made regarding these Bit2Me Card Specific Terms to you will be deemed to have been validly received when addressed to the email address listed on the Bit2Me Platform or on your phone number. In addition, we may make notifications through the Bit2Me Platform.

Any notice required or made under these Bit2Me Card Specific Terms by User to Bit2Me must be made through official Bit2Me channels such as info@bit2me.com, support@bit2me.com, or to the telephone numbers listed on the Bit2Me website.

21. APPLICABLE LAW AND JURISDICTION

This contract shall be interpreted and governed in accordance with current Spanish law.

Both parties, expressly waiving any other jurisdiction to which they may be entitled, submit any interpretation or dispute arising from this contract to the Courts that, according to the legal order, are competent.

22. MISCELLANEOUS

- These Bit2Me Card Specific Terms and Conditions, together with the Bit2Me General Terms and Conditions, Privacy Policy and Cookie Policy, represent the entire agreement between you and Bit2Me in relation to the service provided. This agreement supersedes all prior agreements whether written or oral, including any statements posted on the Bit2Me Platform.
- Bit2Me reserves the right to modify or supplement these Specific Terms. Such changes or modifications will be valid and in full force and effect from the date of their publication on the Bit2Me Platform (within the Bit2Me Card Service), unless otherwise stated.
- User shall regularly review the Bit2Me Platform and the Bit2Me Card Service for such additional changes or modifications. By continuing to use the Bit2Me Card Service after such changes or modifications become effective, User indicates acceptance of the amended or modified Specific Terms. If User does not wish to be bound by any such changes or modifications, User must immediately cease using the Bit2Me Card Service.
- The invalidity in whole or in part of any provision or clause of these Specific Terms shall not affect the validity in whole or in part of any other provision of these Specific Terms. The remaining provisions of these Terms shall remain in full force and effect.
- The failure of Bit2Me Card to exercise or enforce any right or provision of these Specific Terms shall not constitute a present or future waiver of such right or provision.
- Providing the Bit2Me Card service does not cause us to acquire fiduciary or investment advisor status. There is no

fiduciary relationship between the user and Bit2Me Card.

- None of User's rights and obligations arising under this Agreement are assignable or transferable to any third party without the prior written consent of Bit2Me. Bit2Me reserves the right to assign, delegate or transfer this Agreement and the rights and obligations arising hereunder to any third party at any time, without prior notice to or consent of User.
- With the exception of entities belonging to the Bit2Me group, a person who is not a party to this agreement is not entitled to enforce it.
- Any matter not covered by this agreement shall be governed by the Bit2Me General Terms and Conditions. In the event of any inconsistency between these Bit2Me Card Specific Terms and the Bit2Me General Terms and Conditions, the Bit2Me Card Specific Terms and Conditions shall prevail.
- Bit2Me may set off against the funds in the User's Wallet all direct, indirect and acquired obligations owed by the User to Bit2Me or its affiliates as a result of Bit2Me having made an erroneous transfer of funds to an address (bank or otherwise) under its control or that of a third party provided by the User.

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