



**SPECIFIC TERMS AND CONDITIONS FOR THE USE OF  
THE BIT2ME COMMERCE PLATFORM**

**LAST UPDATE: 18-07-2022**



Effective Date: \_\_\_\_\_

**PARTIES**

<b>User</b>	<b>Bit2Me</b>						
<b>Name and Surname or Title:</b>	<b>Name or Designation:</b> BITCOINFORME, S.L.						
<b>Address:</b>	<b>Address:</b> C/ Germán Bernácer, número 69, 03203, Elche (Alicante), Spain						
<b>N.I.F.:</b>	<b>N.I.F.:</b> B 54835301						
<b>Representative:</b>							
<b>Email:</b>	<table border="1"><thead><tr><th colspan="2" data-bbox="829 1086 1029 1120"><b>Bit2Me contacts:</b></th></tr></thead><tbody><tr><td data-bbox="829 1120 1029 1153"></td><td data-bbox="1029 1120 1447 1153">sales.commerce@bit2me.com</td></tr><tr><td data-bbox="829 1153 1029 1187"></td><td data-bbox="1029 1153 1447 1187"></td></tr></tbody></table>	<b>Bit2Me contacts:</b>			sales.commerce@bit2me.com		
<b>Bit2Me contacts:</b>							
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## 1. INTRODUCTION

These Specific Terms and Conditions of the Bit2Me Commerce Product <https://bit2me.com/es/suite/commerce> (hereinafter "**Specific Terms**") govern the contractual relationship between You (hereinafter "**User**") and any holding company, subsidiary or entity belonging to the Bit2Me Group (hereinafter "**Bit2Me**" more information about the Bit2Me Group companies can be found at the following link: <https://bit2me.com>), and You and **Bit2Me** are hereinafter referred to separately as a "Party" and collectively as the "Parties" regarding to Your use of the Bit2Me Commerce Product and constitute a legally binding agreement (hereinafter "**Agreement**") between the parties.

## 2. USERS/CUSTOMERS

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

- a) You have registered on the Bit2Me platform and have accepted Bit2Me's General Terms and Conditions, Privacy Policy, Legal Notice and Cookie Policy.
- b) 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 we have prohibited or restricted access to Bit2Me Commerce services;
- c) Carry out identity verification testing of the Bit2Me platform.
- d) By agreeing to these Specific Terms and Conditions you acknowledge and confirm that you comply with all of the conditions set forth 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 Commerce services and/or related services and close your account on the Bit2Me platform.
- e) In addition, Bit2Me may at any time and without liability to you:
  - i. reject your request to use the Bit2Me Commerce services;
  - ii. change the conditions for entering into the Bit2Me Commerce Services Agreement;
  - iii. suspend all or part of the Bit2Me Commerce services;
  - iv. Change, update, delete, cancel, terminate, suspend, any feature, component, content, reward plan in connection with the Bit2Me Commerce services.



### 3. BIT2ME COMMERCE DESCRIPTION

#### 3.1 SERVICE

Bit2Me Commerce is an online payment gateway and aims to offer Users the possibility to receive payments from their customers using cryptocurrencies. In this sense, Bit2Me Commerce is available for those companies that have an e-commerce and wish to facilitate purchases with cryptocurrencies to their end customers (hereinafter "**End Customer**").

In addition, through Bit2Me Commerce, Users will be able to make withdrawals, exchanges and other operations with cryptocurrencies thanks to a configurable interface that allows them to operate with virtual wallets in a personalized, secure and simple way.

The services provided by Bit2Me Commerce are not considered an investment, nor a speculative tool.

#### 3.2 BIT2ME COMMERCE OPERATIONS

- a. Before signing the agreement for the provision of the Bit2Me Commerce service, the User must pass the KYB process that **Bit2Me** has established. To do this, **Bit2Me** may request as much information and documentation as necessary. If the User passes the KYB process, he/she will be able to sign the agreement.
- b. Once the agreement for the provision of the Bit2Me Commerce service has been signed, **Bit2Me** will provide the User with access to the Bit2Me Commerce web platform where the User must register using a username and password. **Bit2Me** reminds that both the username and password are confidential and it is the responsibility of the User to keep this information safe.
- c. The User, in accordance with the documentation provided by **Bit2Me**, will carry out its own integration of the cryptocurrency payment method in the User's platform. The User may contract such integration to **Bit2Me**, paying an additional cost that will be budgeted and delivered to the User for contracting, if applicable. **Bit2Me** may perform the contracted integration or directly or subcontract a third party to perform such integration. At this point, the appropriate tests will be carried out to verify the proper functioning of the service. Verified its operation, Customer may offer this payment method to its end customers.
- d. Once the end customer decides to pay with cryptocurrencies, Bit2Me Commerce will generate a QR code and a public transaction address. The end customer must have their own wallet (e.g. Bit2me Wallet) to complete the transaction.



- e. Bit2Me Commerce through the platform will provide the amount to be paid in the corresponding legal tender, specifying the respective exchange rate to the cryptocurrency previously selected by the end customer. The tab "select another payment method" will allow to go back to the "payment method selection".
- f. Once the payment is completed by the customer, **Bit2Me** must verify the transaction. Both the User and his customer will receive an automatic payment confirmation, if the payment has been successfully verified.
- g. **Bit2Me** will automatically and simultaneously with the payment, deliver the cryptocurrencies to the User's wallet. The User will also have the possibility to automate the instantaneous conversion of cryptocurrency to Fiat, which will be deposited in the User's Fiat wallet.

An email address [support@bit2me.com](mailto:support@bit2me.com) is available for any questions regarding the payment details shown on the receipt.

### **3.3. SUPPORTED CRYPTOCURRENCIES**

The cryptocurrencies supported by the Bit2Me Commerce service can be viewed via the following [link](#).

All cryptocurrencies listed in the above link are listed on the Bit2Me platform and are subject to review at our sole and absolute discretion.

### **3.4. FEES**

The Bit2Me Commerce service has an established fee of ONE PERCENT (1%) of all transactions using this service and a fee of 0.95% for the conversion of cryptocurrencies to euros, and a fee of 0.95% will be applied to the conversion of crypto to crypto (swap). VAT or similar taxes shall be applied to this amount. The economic terms and conditions set out in this agreement are confidential and may not be disclosed to third parties.

All fees indicated in the above link are listed on the **Bit2Me** platform and are subject to revision at our sole and absolute discretion.

### **3.5. END CUSTOMER IDENTIFICATION AND VERIFICATION**

**Bit2Me** is considered a legally bound reporting party in accordance with Law 10/2010, of 28 April, on the prevention of money laundering and terrorist financing.

In order for **Bit2Me** to comply with the obligations imposed by the regulations on the prevention of money laundering and terrorist financing, **Bit2Me** may require the User to provide additional information and documentation regarding the end customers of the payment service, both in relation to their identification and, where appropriate, to the accreditation of the activity or the lawful origin of the funds.



Taking into account the above and based on the provisions of the regulations on the prevention of money laundering and terrorist financing, **Bit2Me** will have a procedure called KYT (Know your transaction) that will analyse the origin of the cryptocurrencies sent by the end customer and will detect through a system of alerts if they are related to illicit conduct. In such cases, **Bit2Me** will request information from the User about the end customer who carried out the transaction in order to carry out internal investigations and, if necessary, notify the competent authorities. The User shall provide **Bit2Me** with the required information and documentation.

### **3.6. NON-PERMITTED ACTIVITIES**

User agrees regarding to interactions with end customers that it will not engage in the following non-permitted activities on Bit2Me Commerce. It is at **Bit2Me's** discretion to establish whether an activity falls into one of the following categories of non-permitted business or commercial practices:

- Drugs;
- Weapons, ammunition, gunpowder and other explosives;
- Toxic, flammable and radioactive materials;
- Counterfeit goods.

### **3.7. WITHDRAWAL OF FUNDS**

The User can withdraw the funds in euros at any time to the bank account linked to the platform, without having to pay any commission.

**Bit2Me** will swap the cryptocurrencies accumulated by the User in the wallet into FIAT currency. **Bit2Me** will then make a transfer to the bank account provided by the User. **Bit2Me** will complete the swap or exchange, guaranteeing the User the value in euros indicated at the time of payment.

## **4. PENALTIES**

**Bit2Me** may establish penalties to the User as a result of an increase of more than 1% of transactions with cryptocurrencies related to illegal conduct or in violation of current regulations.

For this purpose, an increase of the commission from 1 to 5% is established.

**Bit2Me** reserves the right to terminate this agreement in the event of an increase in User transactions related to criminal offences or conduct contrary to the law.

All penalties set out in the preceding paragraph are subject to review at our sole and absolute discretion.

## **5. OBLIGATIONS AND GUARANTEES**



The User hereby declares, warrants and confirms that:

- a) The cryptocurrencies, transferred by the end customer to your **Bit2Me** Wallet, are not related to money laundering and terrorist financing, fraud or any other illegal or criminal activity under Applicable Law in the respective jurisdiction;
- b) **You assume responsibility to carry out a KYC on Your own end customers, otherwise you will be liable for any penalties that may arise.** Furthermore, **Bit2Me** shall not be liable if the competent authority blocks or confiscates funds in connection with illegal conduct, with the merchant assuming such damage.
- c) You have only sent **Bit2Me** complete, correct and up-to-date information and documents;
- d) You are aware that You are a legally bound reporting party 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 to advise you in relation to your tax issues. Uncertainty in tax legislation relating to cryptocurrencies may expose you to any current or future tax consequences associated with your holding of cryptocurrencies and use of the **Bit2Me** Services, for which **Bit2Me** shall not be liable.
- e) You are aware that you use Bit2Me Commerce services at your own risk.
- f) The User will keep the documents and files supporting the payment transactions made by end Customers through Bit2Me Commerce, for 10 years after their completion and must provide them to **Bit2Me** within a maximum period of 10 days when requested by **Bit2Me**.
- g) The User will be the one who responds exclusively to the end customer when it requests in accordance with their rights under the rules of protection and defense of consumers and users, the return or reversal of the transaction. Bit2Me is not obliged to the end customer of the return of their purchases and / or payments.
- h) The User is committed to maintain Bit2Me free of any claim for those charges that may arise by the end customer, whether they are amounts of refunds, claims, compensation or any other claim arising from the exercise of the rights regarding the Consumers and Users regulations or any other.

You hereby agree to:

- a) Use the Bit2Me Commerce Services in good faith;
- b) Not to breach these terms and conditions or any Applicable Law in the corresponding jurisdiction;

- c) Not to commit any fraud, malicious act or criminal activity;
- d) Not provide any incorrect, inaccurate, incomplete, outdated or misleading information;
- e) 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 the Bit2Me Commerce Services;
- g) Not reverse engineer or disassemble any of our programs, 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 overloading or hindering the operation and/or functionality of any aspect of the Bit2Me Commerce service;

## 6. RISK INFORMATION

1.- Cryptocurrencies are more volatile relative to most 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 Commerce are not responsible for the cryptocurrency 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 Commerce. **It is therefore for you to carefully consider whether holding cryptocurrencies is appropriate for you regarding your financial condition.**

2.- Cryptocurrencies are not money or legal tender, are not backed by the government or a central bank and most do not have any underlying assets, income flow or other source of value.

3.- The regulatory status of cryptocurrencies is currently unsettled, varies among jurisdictions and is subject to significant uncertainty. Legislative and regulatory changes or actions relating to cryptocurrencies 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 cryptocurrencies, as well as the Bit2Me Commerce or Bit2Me services. The value of cryptocurrencies may derive from the continued willingness of market participants to exchange fiat currencies for cryptocurrencies which may result in the permanent and total loss of value of cryptocurrencies in particular in the event that the market for the same disappears.



4.- The nature of cryptocurrencies 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 Commerce do not provide investment advice and information from **Bit2Me** and Bit2Me Commerce should not be used as a basis for making decisions about possible transactions or services involving cryptocurrencies in particular.

6.- Customer is responsible for determining whether use of the **Bit2Me** Service or Bit2Me Commerce is lawful in its jurisdiction and should refrain from use if it is unlawful in its jurisdiction. If you are unsure, please seek independent legal advice.

7.- We may be forced to suspend, terminate or change aspects and services of Bit2Me Commerce or **Bit2Me** in any jurisdiction without notice if required to do so by regulatory authorities or applicable law, or otherwise. In such a case, your cryptocurrencies 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 Commerce at your own risk. This clause is not exhaustive and does not disclose all risks associated with cryptocurrencies and the use of Bit2Me Commerce or related services. Therefore, you should carefully assess the appropriateness of your use based on your particular circumstances and financial resources.

## **7. LIMITATION OF LIABILITY**

The Bit2Me Commerce Services are provided "as it 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 Commerce 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 Commerce 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 beyond 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:

- a) Any delay, suspension, interruption of the **Bit2Me** platform or the Bit2Me Commerce service;
- b) Failures or interruptions in public or private telecommunications networks, communication channels or information systems;
- c) Acts or omissions of a party for which we are not responsible;



- d) Delay, interruption or unavailability of third party services;
- e) Users inability to effect or complete any transaction due to platform or system maintenance, failure or unavailability of the **Bit2Me** platform or the Bit2Me Commerce service;
- f) Any unauthorized use of the **Bit2Me** platform against to these terms and conditions;
- g) Compliance with any applicable laws, court orders or acts of any governmental authority;
- h) Result of 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 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 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 non-contractual liability.

SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR PERSONAL INJURY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL **BIT2ME'S** TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS REQUIRED BY APPLICABLE LAW IN PERSONAL INJURY CASES) EXCEED THE COMMISSIONS EARNED BY **BIT2ME** IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OF LIABILITY.

## **8. COMPENSATION**

The User shall indemnify and maintain **Bit2Me** and its officers, directors, employees and agents free from any claims, disputes, demands, liabilities, damages, losses and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way related to (i) your access to or use of the Services or Content, (ii) your User Content, (iii) Third Party Materials, or (iv) your violation of these Bit2Me Commerce Specific Terms and Conditions.

## **9. 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 Commerce Services and to collect, report and remit the correct tax to the appropriate tax authority. We may deduce or make any withholding or filing of taxes required 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. 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 which laws may apply, including tax laws. You are solely responsible for reporting and paying any taxes arising from your use of the Services.

## **10. PREVENTION OF MONEY LAUNDERING**

In accordance with current regulations on the PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING (AML/CFT) and, in relation to the use of the services provided by **Bit2Me** to the User directly or on behalf of its clients, the User, as a "legally bound entity" in accordance with the provisions of art. 2.1. of Law 10/2010 of 28 April 2010 on the prevention of money laundering and terrorist financing, undertakes, under its own responsibility, to provide **Bit2Me** or its internal or external auditors with copies of the documents proving the information provided on its clients in terms of AML/CFT that may be requested from time to time.

The provisions of Law 10/2010, of 28 April, on the prevention of money laundering and terrorist financing, Royal Decree 304/2014, of 5 May, approving the Regulations of Law 10/2010, of 28 April, on the prevention of money laundering and terrorist financing, as well as those indicated by the Executive Service of the Commission for the Prevention of Money Laundering and Monetary Offences (SEPBLAC) shall be taken into account.

## **11. DATA PROTECTION**

In order to comply with its business activities and national and European legal obligations regarding payment services and other urgent financial measures and national and European regulations on the Prevention of Money Laundering and Terrorist Financing, **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. Such data collected to comply with the aforementioned regulations may be used by **Bit2Me** to provide the Bit2Me Commerce service.

The personal data collected by **Bit2Me** will be processed strictly in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter, **GDPR**), and where applicable, in accordance with the provisions of Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights (hereinafter, **LOPDGDD**) and any other applicable national or European data protection legislation. The user may exercise their rights of access, rectification, deletion, limitation, opposition and portability of their personal data collected and processed by **Bit2Me** in accordance with the provisions of the aforementioned legislation by sending an email to the following email address [rgpd@bit2me.com](mailto:rgpd@bit2me.com).



Users are also informed that they may contact Bit2Me's Data Protection Delegate for any queries regarding data protection at the following e-mail address: [dpd@bit2Me.com](mailto:dpd@bit2Me.com). Finally, we inform you that you have the right to complain to the competent data protection authority. Further information can be found in the Bit2Me [privacy policy](#).

## 12. INTELLECTUAL PROPERTY

The Bit2Me Commerce service, the associated software and technological tools, including but not limited to 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. The access by the user to the service does not grant any property right over them.

Therefore, the provider does not grant ownership rights over Bit2Me Commerce service at any time, associated software or technological tools, but only 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 may infringe intellectual property rights, please notify **Bit2Me** as soon as possible by sending an email to [soporte@bit2me.com](mailto:soporte@bit2me.com).

## 13. TERMINATION

1.- This agreement will terminate immediately upon closure of your **Bit2Me** account in accordance with the **Bit2Me** General Terms and Conditions.

In the event that the account is suspended or closed and has a positive balance, the User is entitled to recover the cryptocurrencies, together with accrued interest thereon, if any, by withdrawing them in cryptocurrency or by selling them in Fiat money, unless prohibited by any applicable law or court order from releasing them, including but not limited to in the event that we have reasonable grounds to suspect that the cryptocurrencies or the funds used to purchase the cryptocurrencies were obtained through fraud or any illegal means, or in connection with any criminal activity.

2.- This agreement will terminate immediately by **Bit2Me's** unilateral decision not to continue providing the service described herein and will be terminated in the following cases:



- a) when it is verified by **Bit2Me**, that the User does not comply with the KYB measures to be performed to its own end customers, and / or by incurring a breach of the T&CG of **Bit2Me**.
- b) when it is verified by **Bit2Me**, that the End Customer does not comply with the procedures regarding the Prevention of Money Laundering and Terrorist Financing.
- c) where the customer has exceeded the permitted margin of fraud or engages in any of the impermissible activities specified in clause 4.6 of these T&ECs.

3. This agreement shall terminate immediately, when a State body determines that these ECTS are contrary to the provisions of Spanish law.

4. This agreement shall terminate immediately, when a sanction temporarily or definitively disqualifies one of the parties from carrying out its activity.

5. This agreement shall terminate immediately when it is found that the data and documents provided by the parties that have served as the basis for the formalization of this agreement have been falsified.

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

## 14. NOTIFICATIONS

Any notice required or made regarding these Bit2Me Commerce Specific Terms to Users shall be deemed validly received when addressed to the email address listed on the **Bit2Me** Platform or Customer's telephone number. In addition, we may provide notices through the **Bit2Me** platform.

Any notice required or made under these Bit2Me Commerce Specific Terms by User to **Bit2Me** must be made through official **Bit2Me** channels such as [info@bit2me.com](mailto:info@bit2me.com), [support@bit2me.com](mailto:support@bit2me.com), or to the telephone numbers listed on the **Bit2Me** website.

## 15. APPLICABLE LAW

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

## 16. MISCELLANEOUS

1.- This agreement, together with **Bit2Me's** General Terms and Conditions, Privacy Policy, Legal Notice and Cookie Policy, represents the entire agreement between the



User and **Bit2Me** in relation to the service being provided. This agreement supersedes all prior agreements whether written or verbal, including any statements posted on the **Bit2Me** Platform.

2.- **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 Bit2Me Commerce Service), unless otherwise indicated. Users shall regularly check the **Bit2Me** Platform and the Commerce Service for such additional changes or modifications. By continuing to use the Bit2Me Commerce Service after such changes or modifications are effective, User indicates the acceptance of the amended or modified Specific Terms. If Customer does not wish to be bound by any such changes or modifications, User must immediately cease using the Bit2Me Commerce Service.

3.- 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.

4.- Bit2Me Commerce's failure 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.

5.- Providing the Bit2Me Commerce service does not cause us to acquire the status of a fiduciary or investment advisor. No fiduciary relationship exists between User and Bit2Me Commerce.

6.- None of Users 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.

7.- 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 this Agreement.

8.- Any matter not resolved by this agreement shall be governed by the **Bit2Me** General Terms and Conditions. In the event of any inconsistency between these Bit2Me Commerce Specific Terms and the **Bit2Me** General Terms and Conditions, the Bit2Me Commerce Specific Terms and Conditions shall prevail.

## SIGNATURES

<b>Bit2Me</b>	<b>RECEIVER</b>
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<p>BITCOINFORME, S.L.</p>	<p>Name: Signature:</p>
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