

TERMS AND CONDITIONS FOR THE USE OF THE BIT2ME COMMERCE PLATFORM

VERSION: September 2023

PARTIES

Merchant	Bit2Me
Name and Surname or Company Name:	Name or corporate name: BITCOINFORME, S.L.
Address:	Address: C/ Germán Bernácer, number 69, 03203, Elche (Alicante), Spain
Tax identification number:	Tax identification number: B 54835301
Representative:	
Email:	Contact at Bit2Me
Phone:	commerce@bit2me.com

INDEX

1. INTRODUCTION	3
2. CUSTOMER COMMERCE	3
3. DESCRIPTION OF BIT2ME COMMERCE	4
3.1. SERVICE	4
3.2. BIT2ME COMMERCE OPERATIONS	5
3.3. SUPPORTED CRYPTO-CURRENCIES	6
3.4. COMMISSIONS	6
3.5. IDENTIFICATION AND VERIFICATION OF THE FINAL CUSTOMER	7
3.6. ACTIVITIES NOT PERMITTED	7
3.7. WITHDRAWAL OF FUNDS	8
4. PENALTIES	8
5. OBLIGATIONS AND GUARANTEES	8
6. RISK INFORMATION	10
7. LIMITATION OF LIABILITY	11
8. INDEMNIFICATION	13
9. TAX IMPLICATIONS	13
10. PREVENTION OF MONEY LAUNDERING	13
11. DATA PROTECTION	14
12. INTELLECTUAL PROPERTY	15
13. FINALISATION/RESOLUTION	15
14. NOTIFICATIONS	16
15. APPLICABLE LAW AND JURISDICTION	16
16. MISCELLANEOUS	17

1. INTRODUCTION

This contract governs the contractual relations between _____ ("**Merchant**") and BITCOINFORME, S.L. (hereinafter "**Bit2Me**") with address at Calle Germán Bernácer, n.69, 03203 Elche, Alicante and with NIF: B54835301, while _____ and **Bit2Me** are hereinafter referred to separately as "Party" and collectively as "Parties", with respect to their use of the Bit2Me Commerce Product, and constitute a legally binding contract ("**Contract**") between the parties.

2. CUSTOMER COMMERCE

Only **Merchants** that meet all of the following conditions may enter into this Contract and use the Bit2Me Commerce Product:

- a) The **Merchant** shall be a natural or legal person who is considered to be a merchant in accordance with the provisions of Article 1 of the Spanish Commercial Code or similar regulation.
- b) The **Merchant** must be validly constituted in accordance with applicable law.
- c) The **Merchant** registered on the **Bit2Me** platform and have accepted the **Bit2Me** General Terms and Conditions, Privacy Policy, Legal Notice and Cookie Policy.
- d) Not be a **Merchant** domiciled or headquartered in (United States, Japan, Afghanistan, North Korea, Cuba, Guinea Bissau, Iran, Iraq, Syria and Tajikistan), and not have any relevant connection to any jurisdiction where we have banned or restricted access to Bit2Me Commerce Services;
- e) Carry out account verification tests on the **Bit2Me** platform.
- f) By signing this Contract, the **Merchant** acknowledge and confirm that you comply with all of the conditions set out above. In the event that it is subsequently determined that the **Merchant** has not complied or no longer complies with any of these conditions, we may suspend Bit2Me Commerce services and/or related services and close your account on the **Bit2Me** platform.
- g) **Bit2Me** may also at any time and without liability to the **Merchant**:
 - (i) reject your application to use Bit2Me Commerce services;

- (ii) change the conditions for entering into the Bit2Me Commerce Services Contract;
- (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.
- (v) Set a limit on the amount per purchase that can be made by end customers.

3. DESCRIPTION OF BIT2ME COMMERCE

3.1. SERVICE

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

In addition, Merchants through Bit2Me Commerce 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 intended as an investment or speculative tool.

Bit2Me offers the service solely and exclusively to the **Merchant**, however **Bit2Me** will have the email provided by the user, upon acceptance of the **Bit2Me** Privacy Policy, to perform the necessary checks in order to verify and confirm the transaction. Payment by the end user of the **Merchant** in cryptocurrencies will be made and deposited directly to a cryptocurrency wallet of the **Merchant** held by **Bit2Me**.

3.2. BIT2ME COMMERCE OPERATIONS

- a. Prior to signing the contract for the provision of the Bit2Me Commerce service, **the Merchant** must pass the KYB process that **Bit2Me** has established, as determined by Law 10/2010 of 28 April, on the prevention of money laundering and terrorist financing. For this purpose, **Bit2Me** may request as much information and documentation as necessary. If the **Merchant** passes the KYB process, it may proceed to sign the contract.

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- b. Once the contract for the provision of the Bit2Me Commerce service has been signed, the **Merchant** will be able to access the **Bit2Me** web platform by means of a username and password. **Bit2Me** will also provide the Merchant with the Bit2Me Commerce Technical Manual. **Bit2Me** reminds that both the username and password are confidential and it is the **Merchant's** responsibility to keep this information safe.
 - c. **The Merchant**, in accordance with the documentation provided by **Bit2Me**, will carry out its own integration of the cryptocurrency payment method in the **Merchant's** platform. The **Merchant** may contract this integration to **Bit2Me**, paying an additional cost that will be budgeted and delivered to the **Merchant** for its contracting, if applicable. **Bit2Me** may carry out the contracted integration either directly or by subcontracting a third party to carry out the integration. At this point, the appropriate tests will be carried out to verify the proper functioning of the service. Once it has been verified, the **Merchant** will be able to 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 "select another payment method" tab will allow you to return to the "payment method selection".
 - f. Once the payment is completed by the end customer, **Bit2Me** must verify the transaction. Both the **Merchant** and its end customer will receive an automatic payment confirmation if the payment has been successfully verified.
 - g. **Bit2Me** will deliver the cryptocurrencies to the wallet of the **Merchant**.

An email address support@bit2me.com is available for any queries the **Merchant** may have regarding the payment details shown on the receipt.

3.3. SUPPORTED CRYPTOCURRENCIES

The cryptocurrencies supported by the Bit2Me Commerce service can be consulted through the following link: <https://support.bit2me.com/es/support/solutions/articles/35000201159--qu%C3%A9-criptomonedas-se-aceptan-en-commerce->.

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

Depending on the fees agreed with the client, leave the appropriate paragraph:

Option A:

The current fees applicable to the Bit2Me Commerce service can be consulted via the following link:

<https://support.bit2me.com/es/support/solutions/articles/35000201787-las-comisiones-en-bit2me-commerce>

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

Option B

The following special fees shall apply:

- Fees of [*] per cent ([*]%) for all transactions using this service;
- Fees of [*] per cent ([*]%) for the conversion of cryptocurrencies into euro and from crypto to crypto (swap).

The economic conditions set out in this contract are confidential and may not be disclosed to third parties.

The **Merchant** will operate in its Fiat wallet in EUR and will be able to make transfers to its bank account that supports this currency.

If the company is located outside the European Union, Bit2Me will invoice its services as a non-VAT transaction due to localization rules. The **Merchant** must pay VAT in his jurisdiction.

3.5. END CUSTOMER IDENTIFICATION AND VERIFICATION

Bit2Me is considered a regulated entity in accordance with Law 10/2010, of 28 April, on the prevention of money laundering and the financing of terrorism.

In order for **Bit2Me** to comply with the obligations imposed by the regulations on the prevention of money laundering and the financing of terrorism, **Bit2Me** may request additional information and documentation from the **Merchant** 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.

Considering 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 analyze 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 **Merchant** about the end customer who carried out the transaction in order to carry out internal investigations and, if necessary, notify the competent authorities. **Merchant** shall provide **Bit2Me** with such information and documentation as requested.

3.6. NOT ALLOWED ACTIVITIES

The **Merchant** agrees with respect to interactions with end customers that it will not engage in the following impermissible activities on Bit2Me Commerce. It is within **Bit2Me's** sole discretion to determine whether an activity falls into one of the following categories of impermissible business or business practices:

- Computer hacking;
- Drug tracing;
- Person/sex tracking;
- Smuggling;
- Terrorism;
- Sale of Kratom;
- Images of child abuse;
- Weapons;
- Any regulated activity within or outside the EU without proper licensing exempts specific cases where merchants under the law are exempt from licensing under the law of the relevant jurisdiction.
- THC extracts, Nootropics, Anabolic and Steroids;
- Exchange of unlicensed and/or non-compliant crypto-assets;
- Operators of unregulated peer-to-peer platforms, Financial Brokers / Investment Firms,
- Private banking/wealth management businesses, unregulated crowdfunding platforms, unregulated exchange houses, unregulated money services businesses;
- Unregulated Payment Service Providers, Trust or Company Service Providers (TCSP);
- "Professional intermediaries" means natural persons who set up, manage, dissolve or supervise legal entities and arrangements, excluding legal professionals such as lawyers, tax advisors, accountants and auditors, if the merchant does not pose risks of evading sanctions or money laundering or money laundering.
- Insurance, safe custody providers, Hawala, consumer credit and low-value lending, corporate lending services, mortgage lending and high-value asset-backed lending activities;
- Valuable objects and antiques;
- On-premise/online slot machines and betting, On-premise/online casino, On-premise/online poker;

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- Professional sports;
 - Free trade/free zones, citizenship investment programmes and residency regimes for investors, binary options and contract for difference (CFD) activities;
 - Unregulated virtual asset exchanges;
 - Construction, real estate;
 - On-site/online currency exchanges;
 - TOR-based online gambling, ransomware-as-a-service;
 - Companies that facilitate the payment of ransom to cybercriminals on behalf of victims;
 - Digital forensic incident response

Likewise, the **Merchant** may not carry out sales transactions of its products in excess of **ONE THOUSAND EUROS (1,000 euros)**, regardless of whether they are achieved in a single sales transaction or in several transactions linked to each other. In the event that a User wishes to make a purchase transaction from the **Merchant** in excess of ONE THOUSAND EUROS (1,000 euros), the User will have to register as a customer on the **Bit2Me** platform so that, once identified and having passed the onboarding process (KYC) established by **Bit2Me**, the transaction can be carried out within the **Bit2Me** platform environment.

3.7. WITHDRAWAL OF FUNDS

The **Merchant** may withdraw the funds in Euro once a day to the bank account linked to the platform without any fee.

The **Merchant**, within the Bit2Me platform, may *swap* or exchange the cryptocurrencies accumulated in the wallet into FIAT currency. Subsequently, the **Merchant** will request the withdrawal from **Bit2Me** by means of a transfer to the bank account provided by the **Merchant**. In other words, the withdrawal of funds will be subject to the provisions of the General Terms and Conditions of the Bit2Me platform services.

4. PENALTIES

Bit2Me may impose penalties to the **Merchant** as a consequence of an increase in transactions with cryptocurrency entries related to illegal conduct or in violation of the regulations in force, provided that the **Merchant**, after receiving Bit2Me's notice, maintains the activity related to illegal conduct or in violation of the regulations in force.

Bit2Me reserves the right to terminate this contract in the event of an increase in transactions and/or payments received by the **Merchant** in connection with 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 **Merchant** hereby represents, warrants and confirms that:

- a) That the activity carried out by the **Merchant** does not derive from illegal or unlawful activities or from money laundering and terrorist financing, fraud or any other illegal or criminal activity under the Applicable Law in the respective jurisdiction; furthermore the **Merchant** shall take all possible measures to ensure that end customers do not use the cryptocurrency payment gateway to promote unlawful activities.
- b) **If the Merchant is considered an obliged subject in terms of prevention of money laundering and terrorist financing, it assumes the responsibility to carry out a KYC process of its own end customers, otherwise the Merchant will assume the possible penalties arising** therefrom. Likewise, **Bit2Me** shall not be liable if the competent authority blocks or confiscates funds related to unlawful conduct, being the **Merchant** who assumes such damage.
- c) The **Merchant** has sent **Bit2Me** complete, correct and up-to-date information and documents;
- d) The **Merchant** is aware that it is subject to the tax regulation of its 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 affairs. 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) The **Merchant** acknowledges that he uses Bit2Me Commerce services at his own risk.
- f) The **Merchant** will keep the documents and files supporting the payment transactions carried out by the end Customers through Bit2Me Commerce for 10 years after they have been made and must provide them to **Bit2Me** within a maximum period of 10 days when requested by **Bit2Me**.
- g) The **Merchant** 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 protection of Consumers and Users, the return or reversal

of the transaction. **Bit2Me** is not liable to the end customer for the return of their purchases and / or payments.

- h) The **Merchant** will hold **Bit2Me** harmless at all times for any charges that may arise from the end customer are amounts of returns, claims, compensation or any other claim arising from the exercise of the rights under the rules of Consumers and Users or other regulations.

The **Merchant** hereby undertakes to:

- a) Use Bit2Me Commerce services in good faith;
- b) Not be in breach of this contract 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 the accounts, website, network or systems of other **Merchants**/users in connection with the Bit2Me Commerce 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 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 the**

Merchant to carefully consider whether holding cryptocurrencies is appropriate for the Merchant considering its financial condition.

2.- Cryptocurrencies are not money or legal tender, are not backed by the government or a central bank and most have no underlying asset, income stream 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 that 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.- **Merchant** 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, 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 for any other reason. In such an event, your cryptocurrencies may be frozen for an indefinite period of time until the matter is resolved.

8.- **Merchant** understands and agrees that it uses **Bit2Me** and Bit2Me Commerce at its 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, **Merchant** must carefully assess the appropriateness of its use based on its particular circumstances and financial resources.

7. LIMITATION OF LIABILITY

The Bit2Me Commerce Services are provided "as is" and without any warranties, whether express, implied or statutory, except as expressly provided in this Contract, to the fullest extent permitted by applicable law. **Bit2Me** and Bit2Me Commerce disclaim all other warranties, express or implied, made to **Merchant**, 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 this contract.

Notwithstanding any provision in this contract, **Bit2Me** shall not be liable to the **Merchant** 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) The inability of the **Merchant** 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 contrary to the provisions of this contract;
- 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 shall we be liable to the **Merchant** for any incidental damages of any kind, whether direct or indirect, foreseeable or unforeseeable, including but not limited to 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.

SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR PERSONAL INJURY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS

LIMITATION MAY NOT APPLY TO **MERCHANT**. IN NO EVENT SHALL **BIT2ME'S** TOTAL LIABILITY TO **MERCHANT** FOR ALL DAMAGES (OTHER THAN AS REQUIRED BY APPLICABLE LAW IN PERSONAL INJURY CASES) EXCEED THE COMMISSIONS EARNED BY **BIT2ME** IN CONNECTION WITH **MERCHANT'S** USE OF THE SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OF LIABILITY.

8. INDEMNIFICATION

The **Merchant** shall indemnify and hold **Bit2Me** and its officers, directors, employees and agents harmless from and against 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 this Bit2Me Commerce Service Contract.

9. TAX IMPLICATIONS

Within the **Bit2Me** Platform, **Merchant** will be able to view a record of transactions related 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 deduct 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, nor for collecting, reporting or remitting any taxes arising from any transaction or in connection with your **Bit2Me** Account. **Merchant** is responsible for complying with applicable law. **Merchant** agrees that **Bit2Me** is not responsible for determining whether laws may apply to your transactions or which laws may apply, including tax laws. **Merchant** is solely responsible for reporting and paying any taxes arising from its 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 **Merchant**, in accordance with the provisions of art. 2.1. of Law 10/2010, of 28 April, on the prevention of money laundering and terrorist financing, declares and undertakes, under its own responsibility, to provide **Bit2Me** or its internal or external auditors with copies of the documents that accredit the information provided on its clients in terms of AML/CFT that, from time to time, may be requested.

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

The processing of personal data of the Staff or Employees of both PARTIES provided for the management of this contract will be carried out in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter, GDPR) and other data protection regulations. Both PARTIES are considered Controller for the data provided, which will be processed for the purpose of the management of this contract and the maintenance and development of commercial relations based on the legitimate commercial interest of both PARTIES. The data will be kept for as long as the legal relationship is maintained or until such time as the deletion of the data for commercial processing is requested. Once the legal relationship has ended or the deletion of the data has been requested, the data 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. Both PARTIES have the right to access their personal data, rectify inaccurate data or request the deletion, limitation, opposition and portability of their data. To this end, they should send a communication, expressly indicating the right they wish to exercise, to the addresses of both PARTIES indicated in the headers of this contract. The PARTIES are reminded that they have the right to lodge a complaint with the Spanish Data Protection Agency and that they may oppose the processing of data for commercial purposes.

For any matter related to the processing of personal data by **Bit2Me**, please contact the Data Protection Officer at the following e-mail address dpd@bit2me.com.

We also inform you that Bit2Me will be configured as Controller for the processing of certain data necessary for the provision of the service. Bit2Me will process the data as Controller for the email, in order to check and confirm the transaction made, as well as the identification number of the transaction made, although these data will be pseudonymized.

The end Customer must accept this processing of personal data prior to the completion of the purchase, and to do so must accept the Bit2Me Privacy Policy.

12. INTELLECTUAL PROPERTY

The Bit2Me Commerce service, 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 intellectual and industrial property laws. Access to the service by the **Merchant** does not grant any property right over them.

Therefore, the provider does not at any time grant ownership rights over the Bit2Me Commerce service, the 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.

Merchant acknowledges and agrees that it does 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 soporte@bit2me.com.

13. RESOLUTION

1.- This contract will terminate immediately upon the 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 balance, the **Merchant** is entitled to recover the cryptocurrencies, together with the interest accrued thereon, if any, may be withdrawn in cryptocurrency or by sale in fiat money, unless prohibited by any applicable law or court order from release, 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 means that are illegal or related to any criminal activity.

2.- This contract will terminate immediately upon **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 **Merchant** does not meet the requirements to be considered a Bit2Me Customer.
- b) Failure to pass the KYB measures required to have an authorized and verified Bit2Me account, and/or failure to comply with **Bit2Me's** T&CG.
- c) when **Bit2Me** verifies that the **Merchant** does not comply with the procedures for the Prevention of Money Laundering and Terrorist Financing and data protection regulations.

d) where the **Merchant** engages in any of the impermissible activities specified in clause 4.6 of these T&CEs or its transactions have a high margin of fraud.

3. This contract shall terminate immediately, when a State body determines that this contract is contrary to the provisions of Spanish law.

4. This contract shall terminate immediately in the event of a sanction that temporarily or definitively disqualifies one of the parties from carrying out its activity.

5. This contract shall terminate immediately if it is established that the data and documents provided by the parties and used as a basis for the conclusion of this contract have been falsified.

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

14. NOTIFICATIONS

Any notice required or made regarding this Bit2Me Commerce service contract to **Merchant** shall be deemed validly received when addressed to the email address listed on the **Bit2Me** platform or the telephone number of the **Merchant**. In addition, we may provide notifications through the Bit2Me platform.

Any notification required or made under this Bit2Me Commerce service contract by the **Merchant** 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.

15. APPLICABLE LAW AND JURISDICTION

This contract 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 contract to the Courts that, according to the legal system, are competent.

16. CONFIDENTIALITY

The Parties undertake to maintain absolute confidentiality of any information obtained as a result of their mutual relationship under this Contract and especially on matters relating to customers, services, prices and suppliers.

In particular, during the term of this Contract, the Parties acknowledge and agree that (i) in the ordinary course of their engagement they shall be privy to

information and business of the other Party and any associated company, which comprises trade, confidential or commercially sensitive secrets, and (ii) must not be provided or disclosed to third parties as such disclosure may result in a material breach of each Party's obligations and/or harm the business of the company.

In particular, the Parties and Related Third Parties undertake to:

- I. To keep secret and in no way, whether during or after its engagement, for any reason whatsoever, use, communicate, divulge or disclose to any third party, any secret or confidential information concerning the other Party's business, customers, know-how, technology, finances or organization, or its systems, of which it has knowledge.
- II. Such information shall be held with the utmost secrecy, confidentiality and diligence and may not be disclosed or divulged to any third party by any means, unless prior written permission has been obtained from the other Party.
- III. Use such information solely for the purposes of this Contract.

Any data or documents shall not be considered as part of the confidential information:

- I. Whether it is in the public domain at the time it is disclosed by one Party to the other Party and/or after disclosure is published or otherwise becomes part of the public domain, without breach of the obligation of confidentiality;
- II. has been requested by the competent administrative or judicial authorities called upon to rule on all or part of it, in which case the Party concerned shall inform the other Party before such submission takes place.

The obligation of confidentiality shall apply during and after the end of the contractual relationship between the Parties.

In the event of a breach of the obligations mentioned in this contract, the affected Party shall be entitled to claim damages and/or losses caused, if any, by the Party in breach.

17. ADVERTISING

The parties undertake to seek the written approval of the other party before sending any communication of any kind, advertising or commercial, which refers to the subject matter of this Contract.

Furthermore, the **Merchant** is obliged to request our consent in any communication it makes to its customers that directly or indirectly influences the contract reached.

18. MISCELLANEOUS

1.- This contract, together with **Bit2Me's** General Terms and Conditions, Privacy Policy, Legal Notice and Cookie Policy, represents the entire contract between the Customer and **Bit2Me** in relation to the service being provided. This contract supersedes all prior agreements whether written or oral, including any statements posted on the Bit2Me Platform.

Bit2Me reserves the right to modify or supplement this contract. Such changes or modifications shall be valid and in full force and effect from the date of their notification to **Merchant**, unless otherwise stated. By continuing to use the Bit2Me Commerce Service after such changes or modifications are effective, **Merchant** indicates that it accepts the amended or modified changes. If **Merchant** does not wish to be bound by any changes or modifications, it must immediately cease using the Bit2Me Commerce service.

The invalidity in whole or in part of any provision or clause of this contract shall not affect the validity in whole or in part of any other provision of this contract. The remaining provisions of the contract shall remain in full force and effect.

4.- The failure of Bit2Me Commerce to exercise or enforce any right or provision of the contract 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 fiduciary or investment advisor status. No fiduciary relationship exists between **Merchant** and Bit2Me Commerce.

None of **Merchant**'s rights and obligations arising under this contract 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 Contract and the rights and obligations arising hereunder to any third party at any time, without prior notice or consent of the **Merchant**.

7.- Except for entities belonging to the **Bit2Me** group, a person and/or company that is not a party to this contract is not entitled to enforce it.

8.- Any matter not resolved by this contract shall be governed by the **Bit2Me** General Terms and Conditions. In the event of any discrepancy between the Bit2Me Commerce Contract and the **Bit2Me** General Terms and Conditions, the Bit2Me Commerce Terms and Conditions shall prevail.

19. Date and signatures

At _____ a _____ from _____ of 202____.

Bit2Me	MERCHANT
BITCOINFORME, S.L.	Name: Signature: