bit2me

GENERAL TERMS AND CONDITIONS (GT&C) OF THE APP:

BIT2ME DEFI

LAST UPDATE: 10th of June, 2022

LEGAL INFORMATION

BITCOINFORME, S.L., (hereinafter, **BIT2ME**), domiciled at Calle Germán Bernacer, 69, 03203, Elche, Alicante, SPAIN and with ID B-54835301, registered in the Mercantile Registry of Alicante, in volume 3828, folio 110, entry 1 with page A-143230, is the owner of the Bit2Me DeFi APP (hereinafter, **BIT2ME DEFI**) which is downloadable through the following link https://bit2me.com/es/suite/defi . **BIT2ME DEFI** is developed with the aim of providing Users with a self-custody DeFi Wallet, through which they can access and participate in the DeFi ecosystem.

1 DEFINITIONS

Cryptoasset: a digital representation of value or rights that can be transferred and stored electronically, using decentralised recording or similar technology, which would include virtual currencies and NFTs.

Dapps: Dapp is an acronym for "Decentralised Applications". This is a type of application, the operation of which does not depend on central control points or servers, but works on the basis of a decentralised network. DApps allow people to access different services in a secure way.

DeFi: Finance that does not rely on financial intermediaries such as exchange platforms.

Exchange: The portal or platform where investors exchange cryptoassets for fiat money or other virtual currencies.

Wallet: A user's cryptoasset storage system that has a public key and a private key associated with it to enable the movement of their funds.

NFT: An NFT, or non-fungible token, is a cryptographic token that has the ability to be a unique and unrepeatable token. One that cannot be divided but can be used to represent real or digital world objects along with their own characteristics and ownership, while keeping all of them within a blockchain representation by means of a smart contract.

User: natural persons of legal age and legal entities, with full capacity to contract, who use **BIT2ME DEFI**.

DeFi Wallet: Wallet in which the user is the owner of the private keys of the different cryptoassets and which allows sending and receiving them without the need to intermediate with any Exchange.

2 PURPOSE

These General Terms and Conditions (hereinafter, **GT&C**) regulate the use of **BIT2ME DEFI**, which allows its users to operate in the DeFi ecosystem with a DeFi Wallet. **BIT2ME DEFI** can be downloaded on IOS and ANDROID platforms through the following link: https://bit2me.com/es/suite/defi.

Through **BIT2ME DEFI**, users will be able to use a DeFi wallet for self-custody of the private keys of the different types of cryptoassets that are compatible with it, avoiding the user having to depend on third parties. **BIT2ME DEFI** allows each user to store different types of cryptoassets securely.

Through **BIT2ME DEFI**, users can manage and safeguard their private keys, send and receive cryptoassets through DeFi networks and access decentralised financial applications.

3 GENERAL DESCRIPTION OF THE SERVICES

BIT2ME DEFI allows Users to access the following services: 1. Creation or import of the Wallet.

2. Self-custody and management of crypto-assets.

3. Sending and receiving crypto-assets and NFTs through DeFi networks.

4. Sending and receiving NFTs over DeFi networks.

5. Access different decentralised finance applications.

6. Additional Services.

Users must complete the **BIT2ME DEFI** registration process and accept the present GT&C in order to access the described services.

3.1. CREATING OR IMPORTING THE WALLET

Users can create the Wallet by selecting the "create a new wallet" tab and previously accepting the terms of service. Subsequently, they will receive from **BIT2ME DEFI** a secret phrase consisting of 12 words. The User must store the 12-word secret phrase in a safe place in order to not to lose access to the wallet. Once the User verifies the 12-word secret phrase the Wallet is successfully created.

Alternatively, users may import a Wallet by selecting the "I already have a wallet"

tab and by agreeing to the terms of service, they can enter their 12-word secret phrase to import their wallet into the App.

Once the Wallet has been created or imported, users may choose to access the Wallet using the mobile device access password (IOS or Android) that they have previously configured. In case of loss of the mobile device access password created by the User, the User will be able to recover his/her Wallet by entering his/her 12-word secret phrase in **BIT2ME DEFI**.

3.2 CRYPTOASSETS SELF-CUSTODY WALLET OR PURSE

BIT2ME DEFI, through the "Wallet" tab, allows Users to consult the balance of their crypto-assets by selecting the "Crypto-assets" tab, the value of which is reflected in the legal tender previously chosen by the User. In addition, the User can send, receive and buy crypto-assets through the "Send", "Receive" and "Buy" tabs on the top menu of the screen.

On the other hand, the center of the screen shows the different types of cryptoassets owned by the holder, detailing, among other things, the denomination, quantity and price (purchase and current) of the cryptoassets.

By clicking on the "Buy" tab, the User will be directed to the BIT2ME APP, which can be downloaded from the website https://bit2me.com/es/. If the User has not downloaded the BIT2ME APP, he/she will be redirected to APPLE STORE OR GOOGLE PLAY.

3.3. SENDING AND RECEIVING CRYPTOCYPTOCKS THROUGH DEFI NETWORKS

Sending crypto-assets: Users by selecting the "Tokens" tab via the main menu of the Wallet, and then selecting the "send" tab, will be able to choose the option to send crypto-assets. The User must have sufficient crypto-assets in their Wallet to be able to carry out the transaction. Subsequently, Users must enter the recipient's address as well as the amount of the selected crypto-asset. To complete the sending of the cryptoasset, the App will ask the User to confirm the transaction by selecting the "Continue" tab. For each transaction, **BIT2ME DEFI** will indicate to the User the gas rate or fee that will apply. Consequently, the User must assume payment of the gas tariff or fee in order to complete the transaction.

Receiving cryptoassets: Users by selecting the "Cryptoassets" tab via the main menu of the Wallet, and then selecting the "receive" tab, may choose the option to receive cryptoassets in their Wallet from a third party. Users must then provide their public Wallet address or alternatively scan the QR code generated in the

App in order to receive the funds from a third party.

3.4. SENDING AND RECEIVING NFTS VIA DEFI NETWORKS

Send NFTs: Users by selecting the "NFTs" tab via the main menu of the Wallet, and then selecting the "send" tab, will be able to choose the option to send NFTs. Users must then enter the recipient's address. To complete the sending of the NFT, the App will ask the User to confirm the transaction by selecting the "Continue" tab. For each transaction, BIT2ME DEFI will indicate to the User the gas rate or fee that will apply. Consequently, the User must assume payment of the gas rate or fee in order to complete the transaction.

Receiving NFTs: Users by selecting the "NFTs" tab via the main menu of the Wallet, and then selecting the "receive" tab, will be able to choose the option to receive NFTs. Users must then provide their public Wallet address or alternatively scan the QR code generated in the APP in order to receive the NFT in question.

3.5. ACCESSING DECENTRALISED FINANCE APPLICATIONS

Through BIT2ME DEFI tue Users will be able to access different decentralised finance applications. The user must access it through the "DApps" tab.

Decentralised finance applications which use smart contracts to decentralise their functionalities, allow people to access different services in a secure way.

3.6. ADDITIONAL SERVICES

3.6.1. ADD CUSTOM TOKEN

Users by selecting the "Tokens" tab via the main menu of the Wallet, and then selecting the "Search Tokens" tab, can access the cryptoasset search engine. In the cryptoasset finder, users can add custom cryptoassets from different networks, including ERC20 and ERC721, to their Wallet via the "Add custom token" tab.

The following explains the steps to be follow by Users to add ERC20 and ERC721 custom crypto-assets to their Wallets:

● Add ERC20 cryptoassets: The user must select the ERC20 option through the "Add custom token" tab and then fill in the corresponding form. The form consists of filling in the following information

a: Contract address, Name, Symbol, Decimals. Once the corresponding form

has been filled in, the token created can be displayed in the main menu of the Wallet.

● Add ERC721 cryptoassets (NFT): The user must select the ERC721 option through the "Add custom token" tab and then fill in the corresponding form. The form consists of filling in the data corresponding to: Contract address and Token Identifier. Once the corresponding form has been completed, the Token created can only be displayed in the main menu of the Wallet if the User is the custodian of the NFT in question and has not chosen to delegate it.

If in doubt, the User can consult the section "What is a personalised token" available at the bottom of the screen once the user accesses the "Add personalised token" tab.

3.6.2. BUYING CRYPTO-ASSETS ON THE BIT2ME PLATFORM

BIT2ME DEFI does not allow crypto-assets to be purchased. However, it is possible for Users to purchase crypto-assets on the Bit2Me Platform. To do so, users must select the "Tokens" tab through the main menu of the Wallet, and then selecting the "Buy" tab, users will be redirected to the BIT2ME APP that can be downloaded through the website https://bit2me.com/es/. If, on the other hand, Users have not downloaded the BIT2ME APP, they will be redirected to APPLE STORE OR GOOGLE PLAY.

To purchase cryptoassets, **BIT2ME DEFI** Users must be registered on the Bit2Me Platform (https://bit2me.com/es/) and accept the Legal Notice, Privacy Policy, Cookies Policy, and any other specific conditions published on the Bit2Me Platform.)

Upon completion of the purchase of cryptoassets through the **BIT2ME APP, Users must send the funds in question from their BIT2ME wallet to the public address of their Bit2Me DeFi wallet. Once the funds have been sent to the Bit2Me DeFi wallet, BIT2ME ceases to have custody of the funds in question.**

4 CONDITIONS OF ACCESS BIT2ME DEFI

4.1. ACCEPTANCE OF THE PRESENT GT&C

These GT&C are applicable to the **BIT2ME DEFI** services offered by **BIT2ME** through the App.

The present GT&C must be previously accepted by the User in order to use the **BIT2ME DEFI** services, which are located at: https://bit2me.com/es/legal/defi/terminos-y-condiciones. Non-acceptance of the present GT&C makes it impossible to use **BIT2ME DEFI.**

By expressly accepting these GT&C, it is understood that the User has fully accepted them and that, therefore, he/she has previously read and understood each and every one of the terms, and is obliged to comply with all the specifications established therein, and may store and reproduce them at any time.

4.2. REQUIREMENTS FOR ACQUIRING USER STATUS

The condition of User may be acquired by persons of legal age and with full capacity to contract. The download and use of the APP is not authorised for minors under the age of eighteen (18).

The acquisition of the condition of User implies the reading and express and unreserved acceptance of the GT&C.

BIT2ME reserves the right to modify any legal texts of **BIT2ME DEFI**, in particular, these GT&C and they will be considered fully accepted if, once the changes have been communicated through the APP, the User continues to use it.

5 TAXES

The User is responsible for determining which taxes, if any, are applicable to its use of **BIT2ME DEFI**, and it is the User's responsibility to report and remit the correct tax to the appropriate tax authority. The User agrees that **BIT2ME DEFI** is not responsible for determining whether taxes apply to its transactions or for collecting, reporting, withholding or remitting taxes arising from any transaction.

6 TERMINATION

The uninstallation or cessation of the use of **BIT2ME DEFI** by the user shall be grounds for termination of these GT&C.

7 GENERAL OBLIGATIONS

BIT2ME DEFI undertakes to:

● To attend as diligently as possible to all queries that may be requested by the User arising from the use of **BIT2ME DEFI**.

● Provide new versions and the corresponding updates and corrections that are necessary for the correct use of the APP.

The User undertakes to:

● Confirm acceptance of these GT&C by clicking on the button "I have read and accept the GT&C ".

To make proper use of the services included in **BIT2ME DEFI,** always in accordance with the law.

To be responsible for all operations carried out through BIT2ME DEFI, as well as to safeguard and preserve the confidentiality of their credentials, exonerating **BIT2ME DEFI** from any liability.

Immediately inform **BIT2ME DEFI** through BIT2ME DEFI of any security risk or error or defect in BIT2ME DEFI.

8 LIABILITY

The User assures that he/she understands and has the necessary knowledge to use DeFi systems and services, and that he/she is fully aware of the risks associated with crypto-assets and use on DeFi networks. **BIT2ME DEFI** shall not be liable for any loss or gain of crypto-assets or situations that make access to crypto-assets impossible, which may result from any action or omission of the User.

BIT2ME DEFI does not provide any kind of advice to the User in any field, whether fiscal, financial, economic, accounting, commercial or any other. Therefore, the decisions taken by the User are made on a personal basis. **BIT2ME DEFI** is not a bank or a financial institution and does not provide financial or investment advice or consultancy services to users of the Services. **BIT2ME DEFI** is solely the provider of the Services.

Exchanges in crypto-assets are irreversible and the User must therefore take the strictest precautions when making transactions or provide a correct public address for his or her wallet. The User shall not claim from **BIT2ME DEFI** any transaction sent from his/her User account.

The User declares that he/she is aware of all the risks involved in the possession of crypto-assets and therefore exonerates **BIT2ME DEFI** from any liability for their loss.

9 EXCLUSIONS OF LIABILITY

The use of BIT2ME DEFI complies with the provisions of the Spanish legal system. BIT2ME is not responsible for any use of BIT2ME DEFI by the User that does not comply with the provisions of the legal system of other countries.

BIT2ME is released from any liability in the event of improper use or use contrary to the legal system or these GT&C by the User.

BIT2ME shall not be held liable for any damage or loss suffered as a result of events that could not have been foreseen, or which could not have been foreseen, or which were unavoidable, either due to unforeseeable circumstances or force majeure.

BIT2ME is not responsible for any failure, technical error, accident, breakdown, manipulation or interruption in **BIT2ME DEFI** or any other incident that may arise in equipment or technical services outside **BIT2ME DEFI** whose use is necessary for new versions or updates.

BIT2ME assumes no liability whatsoever for failures in the internet network, in the block chains of the cryptoassets, external Wallets, or for the attack on the software by any hacker that results in the loss or disappearance of the cryptoassets owned by the User and self-custodied by the User in **BIT2ME DEFI**.

BIT2ME assumes no liability whatsoever for the loss or lack of diligence in the custody of the 12 words or secret phrase or the security password set by the User that gives access to the mobile device and consequently to **BIT2ME DEFI**. It is the sole responsibility of the user to ensure the security in custody, preventing access to them by third parties.

BIT2ME does not recommend the use of cryptoassets to people who are not fully aware of the service they are contracting and do not correctly understand how it is being provided.

BIT2ME may offer new "BETA" functions or tools that its users can experiment with. Such features or tools are offered for experimental purposes only, without warranty of any kind, and may be modified or discontinued at BIT2ME's discretion.

10 ASSIGNMENT AND SUBROGATION

BIT2ME DEFI may, if deemed necessary, assign or subcontract the present GT&C formalised with Users to other entities in order to carry out the object of the present GT&C.

11 ENTRY INTO FORCE OF THE GT&C

The present GT&C will come into force and, therefore, will be applicable to the User from the moment the following conditions are fulfilled: The User has agreed to them by clicking on the button "I have read and accept the GT&C" enabled on the App.

12 DATA PROTECTION

During the use of **BIT2ME DEFI**, no personal data will be collected and you are responsible for all data and information you provide or upload to **BIT2ME DEFI**.

13 INTELLECTUAL AND INDUSTRIAL PROPERTY

The use of the **BIT2ME DEFI** Software is governed by these GT&C. BIT2ME provides the **BIT2ME DEFI** Software to the User via a download link and will not provide you with any tangible copies of the BIT2ME DEFI Software. Since the BIT2ME DEFI Software is installed locally, you are responsible for the security of the device on which it is installed.

The **BIT2ME DEFI** Software, its source code and the contents it contains are protected by national and international intellectual and industrial property laws. They may not be exploited, reproduced, distributed, modified, publicly communicated, transferred or transformed, except with the express written authorisation of the owners of the rights.

The design, images, signs, distinctive signs, commercial name, brands, logos, products and services contained therein are protected by Industrial Property Law.

Access to **BIT2ME DEFI** does not grant Users any right or ownership whatsoever over the intellectual or industrial property rights or the contents it contains. Users accessing this App may not copy, modify, distribute, transmit, reproduce, publish, transfer or sell the aforementioned elements or create new products or services derived from the information obtained without the express

written authorisation of **BIT2ME DEFI.**

The alteration of the content or structure of this App by the User is strictly forbidden. **BIT2ME DEFI** reserves the right to take legal action against Users who violate or infringe intellectual and industrial property rights.

14 LINKS TO EXTERNAL SITES

In **BIT2ME DEFI** you may find links to third party websites in case the User chooses, among others, to access decentralised applications (DApps), which are governed by their own conditions, and **BIT2ME DEFI** is not responsible for the operations that the User may carry out through these non-**BIT2ME DEFI** entities. Likewise, the Privacy Policy or GTC of these entities is unrelated to **BIT2ME DEFI**, so the User should take this into account to know that both these GT&C and the Privacy Policy of these third parties are only their responsibility and not **BIT2ME DEFI's**.

15 APPLICABLE LAW AND COMPETENT 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 disputes arising from this contract to the Courts that, according to the legal system, are competent.

16 INVALIDITY OF ANY PROVISION

If for any reason any provision of these GT&C is considered null and void, this shall not affect the rest of the provisions of the contract, which shall remain in force for the established term.

17 LANGUAGE

The present Agreement has been written in Spanish and English. In the event of discrepancies in the interpretation of its contents, the Spanish version shall prevail.