

# BIT2ME EARN SPECIFIC TERMS AND CONDITIONS



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These Bit2Me Earn product Specific Terms and Conditions ("**Specific Terms**") govern the contractual relationship between You ("**User**") and Devteam Ireland Limited, a company belonging to the Bit2Me Group (hereinafter "**Bit2Me**") more information about the companies comprising the Bit2Me Group can be found at the following link: <a href="https://www.bit2me.com">https://www.bit2me.com</a>), and you and Bit2Me are hereinafter referred to separately as a "Party" and collectively as the "Parties", regarding to your use of the Bit2Me Earn Product, and constitute a legally binding contract ("**Agreement**") between the parties.

# 2. **DEFINITIONS**

In this document, reference is made to the Bit2Me Earn 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 <u>Bit2Me General Terms and Conditions</u>.

#### 3. USERS

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

- a) You have registered on the Bit2Me platform and have accepted the Bit2Me General Terms and Conditions.
- b) You represent and warrant that any cryptoassets locked and stored for the purpose of using the Bit2Me Earn services are owned by you or that you are fully authorized to transact using such cryptoassets without restriction or limitation. That your use of the services is only 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.
- c) 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 the Bit2Me Earn services;
- d) Carry out identity verification testing of the Bit2Me platform.

- e) By accepting these Specific Terms and Conditions 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 Earn services and/or related services and close your account on the Bit2Me platform.
- f) Bit2Me may also at any time and without liability to you:
  - (i) reject your application to use Bit2Me Earn services;
  - (ii) change the conditions for entering into the Bit2Me Earn Services Contract;
  - (iii) suspend all or part of the Bit2Me Earn services;
  - (iv) Change, update, remove, cancel, terminate, suspend, any feature, component, content, reward plan in connection with the Bit2Me Earn Services.

# 4. DESCRIPTION OF BIT2ME EARN

#### 4.1 SERVICE

In order to use the Bit2Me Earn services, you will need to create an account through the Bit2Me platform, and then you will be able to access the Bit2Me Earn services.

The Bit2Me Earn service allows you to earn a reward on certain cryptoassets transferred to Bit2Me and which will remain for information purposes blocked in the User's Bit2Me Earn Wallet. In exchange for such transfer and blocking, the User will receive rewards in the same cryptoasset transferred and blocked or in B2M Token according to the conditions chosen by the User.

The services provided by Bit2Me Earn are not considered as an investment or speculative tool. The User obtains rewards through the Bit2Me Earn service for the transfer and blocking of his cryptoassets for a certain period of time in favor of Bit2Me, in accordance with these Specific Terms.

## **4.2 CRYPTOASSETS SUPPORTED**

Currently the cryptoassets supported by the Bit2Me Earn service can be accessed via the following link:

https://bit2me.com/suite/earn

All of these cryptoassets are listed on the Bit2Me platform under Bit2ME Earn and are subject to review, at our sole and absolute discretion.

#### 4.3 REWARDS

- a) The minimum amount deposited in Bit2Me Earn to be able to start generating rewards is €0.001.
- b) Rewards will start to be calculated on the cryptoassets transferred and blocked, per minutes completed since their transfer and blocking in the Bit2Me Earn Wallet and will be earned in the same type of cryptoassets that is transferred and blocked or in B2M Token. The rewards will be reflected in your Bit2Me Earn account balance.
- c) The percentage of the rewards will be variable. The Customer within the Bit2Me Earn service will be able to see the estimated annual reward that would be applied to their cryptoassets. Bit2Me, depending on the cryptoasset, the market and other technical factors, will always offer the User the best possible reward percentage, which may vary depending on market conditions and various factors. Such percentage (APY) may be updated by Bit2Me according to such changes and will be displayed to the User at all times through the Platform in the reward percentages.

Rewards will be delivered daily in cases where the Customer chooses to receive B2M Tokens, in all other cases they will be delivered on a weekly basis with Monday being the designated delivery day.

- d) Bit2Me reserves the right to grant preferential rewards to certain Customers, as part of marketing campaigns or otherwise, at its sole and absolute discretion.
- e) Depending on the reward to be received by the User, there are <u>three types of service:</u>

#### 1) REWARDS IN THE SAME CRYPTOASSET

- The Customer may transfer and block any cryptoasset supported by Bit2Me Earn and receive his reward in the same cryptoasset, except in the case of services with B2M Token. Rewards in this mode will be received on a weekly basis.
- The calculation of the percentage will be done every minute, so the Customer will know in real time when the percentage change takes place on the Bit2Me platform, within the Bit2Me Earn service. The updated percentage is immediately applicable.
- In such cases, the percentage applicable to the cryptoassets transferred and blocked will be subject to review by Bit2Me, at our sole and absolute discretion. Bit2Me reserves the right to set and modify such percentage, which will be variable.

## 2) B2M TOKEN REWARDS

Bit2Me at its sole discretion may enable the option for the Customer to transfer and block any of the above cryptoasset and receive their reward in B2M Token.

In such cases, if the Customer chooses B2M Token reward delivery, the reward will be received on a daily basis and Bit2Me can decide whether to add an extra percentage to the percentage of the reward (from mode 1), which the User was to receive.

# 3) B2M TOKEN TO B2M TOKEN

- The Customer will be able to transfer and block B2M Token and receive his reward in B2M Token. In this case, the rewards will also be received on a daily basis.
- The procedure consists of allocating a certain number of B2M tokens to be distributed between each transfer and blocking on a proportional basis. Based on this ratio of tokens to be distributed and the number of tokens corresponding to each unit of B2M tokens transferred and blocked in Bit2Me Earn, we can infer the equivalent annual reward (APR) and, knowing the frequency of distribution of the rewards, also their annual distribution percentage (APY). This calculation will be an estimate of what each User would receive if the conditions that influence the distribution of tokens, such as the number of tokens to be distributed and the number of total tokens transferred and blocked in Bit2Me Earn, remain unchanged. In addition, this calculation will be updated every minute.

Additionally, a modifier will be applied to the APY calculated according to the User's LEVEL which may increase the percentage applicable to their transfer and blocking. The rewards received by Users who store B2M tokens will be based on the calculation mentioned above. This calculation will also be made every minute and will be delivered on a daily basis.

As an example, if 100,000,000 B2M tokens are offered to be distributed over a whole year, the amount of tokens to be distributed in the form of rewards on a daily basis will be 273,972 B2M tokens. Assuming that the number of total B2M tokens deposited in Bit2Me Earn is 175,000,000,000, the annual return will be 57.14%:

$$\frac{273.972 * b}{365} = 0,5714$$

$$175.000.000$$

Taking into consideration that the frequency with which these rewards will be distributed is daily, the equivalent APY would be 77%:

$$(1 + \frac{0.5714}{365})^{365} - 1 = 0,77$$

In this scenario, the rewards that would apply to a User who has deposited 1,000 tokens would be 0.065228311 B2M tokens. First, we will calculate the percentage to be applied equivalent to one day:

$$\frac{57.14\%}{36.5}$$
 = 0, 1565%

We will then calculate the rewards that apply to that day based on the percentage calculated above:

$$1.000*0,1565\% = 1,565$$

The total number of B2M tokens to which the User is entitled is 1,565 to be added to the total of 1,000 tokens already stored in Bit2Me Earn.

The percentage to be applied in the calculation of rewards will always depend on the total volume of B2M token deposits in Bit2Me Earn, this can vary significantly. The platform will calculate every minute both the percentage to show and the number of tokens that correspond to each User for that minute. In the following table you can see multiple examples, for different assumptions where to distribute the 100,000,000 B2M tokens during a year, what would be the percentages to apply depending on the total number of B2M tokens deposited in Bit2Me Earn:

Total B2M tokens deposited	APR	APY
250.000.000	40,00%	49,15%
175.000.000	57,14%	77,00%
62.500.000	160,00%	393,57%
42.800.000	233,64%	926,77%

#### 4) B2M BITCOIN (BTC) REWARDS

The User can transfer and block B2M and receive his rewards in Bitcoin (BTC). To do so, the User must first activate the enabled tab called "Rewards in BTC", which can display once you access the Bit2Me Earn main menu and then select one of the "active currencies".

To complete the activation of the service, the User must accept the terms and conditions that will be displayed once the User enables the tab called "BTC Rewards".

If the User chooses to receive rewards in Bitcoin (BTC), the User gives a sell order to Bit2Me to exchange B2M to BTC. The reward will be received daily and Bit2Me will bear the transaction cost of the exchange from B2M to BTC, which

is done at the request of the User in order to receive the rewards in Bitcoin (BTC).

The fees applicable to the Bit2Me Earn service can be viewed at the following link: <a href="https://bit2me.com/es/legal/costes-y-limites">https://bit2me.com/es/legal/costes-y-limites</a>.

Regardless of the modality chosen by the User, Customers belonging to a LEVEL (purchasers of certain amounts of B2M Token) would have an additional percentage, which may be subject to variation, applied to the rewards in the APY.

Rewards will be calculated and delivered to the eighth decimal place of the relevant cryptoasset. Any digits beyond will be deleted. Credits of rewards shall be deleted to eight decimal digits (one hundred millionth of a unit).

## **4.4 DEADLINES OF THE BLOCKADE**

a) The percentage and deadlines for the transfer and blocking of cryptoassets for the receipt of rewards shall be in accordance with the option chosen by the User.

The transfer and blocking timeframe that Bit2Me Earn offers is only open term mode, i.e. the client can withdraw the transferred and blocked cryptoassets from the Bit2Me Earn wallet at any time, however the minimum timeframe for it to generate a reward is 1 full minute.

- b) The Customer may hold multiple cryptoassets supported by the Bit2Me Earn Service, simultaneously generating rewards. The rewards will be accumulated separately in each Bit2Me Earn wallet. Also, such rewards accumulated and locked in the Bit2Me Earn wallet will generate new rewards.
- c) You understand and agree that Bit2Me may transfer, dispose of or use any amount of any cryptoasset transferred and locked by you in favor of Bit2Me Earn, for the period of time of transfer and locking to our sole and absolute discretion. Any such action shall be carried out solely on behalf of Bit2Me and you shall have no liability for it.
- d) By accepting these conditions and transferring any cryptoassets to the Bit2Me Earn wallet, you agree to transfer and delegate such cryptoassets to Bit2Me in accordance with the terms set forth herein.

## 4.5 TRANSFER AND WITHDRAWAL OF THE CRYPTOASSETS

a) The transfer to the Bit2Me Earn wallet is only possible through Bit2Me wallets, i.e. prior to the transfer, the client must buy cryptoassets on the Bit2Me platform itself and store them in the User's Bit2Me wallets (traditional wallet) or send cryptoassets directly to the User's Bit2Me wallet. Once the client already has cryptoassets in the so-called traditional wallets, they can transfer them to the Bit2Me Earn wallet, which remains locked in the Bit2Me Earn wallet. There is no minimum or maximum amount of cryptoassets required to access Bit2Me Earn services. Furthermore, Bit2Me reserves the right to set a minimum

and maximum balance in the future at its sole discretion.

- b) The Customer can withdraw the cryptoassets and rewards immediately, in whole or in part. These cryptoassets and rewards will be deposited in the Customer's Bit2Me wallet (traditional wallet). From that moment, such withdrawal will totally or partially terminate the transfer and blocking of the corresponding cryptoassets in favor of Bit2Me and therefore rewards will no longer accrue. It is possible that on some occasions the transfer may not take place immediately, and the User may experience some delay in the transfer. Bit2Me will at all times attempt to immediately withdraw and transfer the transferred cryptoassets blocked in the Bit2Me Earn wallet.
- c) The rewards will be delivered to the Bit2Me Earn wallet. To withdraw and unlock them, the Customer must transfer them to their traditional Bit2Me wallet, otherwise they will be considered to be added to the blocked cryptocurrency and will generate rewards again.

#### 5. CONSENT TO THE USE OF CRYPTOASSETS BY BIT2ME

In consideration for the rewards obtained for the transfer and blocking of the cryptoassets to Bit2Me, you grant to Bit2Me, subject to applicable law and for the period of time that the cryptoassets are transferred and blocked in the Bit2Me Earn wallet, all rights to the use of such cryptoassets, including the right to transfer or use any amount of such cryptoassets, separately or together with others, the ownership rights therein, and during the period of time of transfer and blocking, and to use such Cryptoassets at Bit2Me's sole discretion.

## **6. OBLIGATIONS AND GUARANTEES**

You hereby declare, warrant and confirm that:

- a) The cryptoassets, which you have transferred or will transfer to your Bit2Me wallet, and which you will transfer and block in your Bit2Me Earn wallet, do not derive from money laundering and terrorist financing, fraud or any other illegal or criminal activity under applicable Law in the respective jurisdiction;
- You have only sent Bit2Me complete, correct, and up-to-date information and documents;
- c) You are aware that you are subject to the tax regulations of your jurisdiction and will 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 required 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.
  - d) You are aware that you use Bit2Me Earn services at your own risk.

## You hereby undertake to:

- a) Use Bit2Me Earn 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;
- Not upload any viruses or other malicious software or programs, or attempt to gain unauthorized access to other Users' accounts, website, network or systems related to Bit2Me Earn 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) Do not set up or launch any 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 impede the operation and/or functionality of any aspect of the Bit2Me Earn service.

# 7. INFORMATION ON RISK

- 1.- Cryptoassets 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 Earn 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 Earn. It is therefore up to 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 backed 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 currently unsettled, 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 Bit2Me Earn or Bit2Me's services. The value of cryptoassets may derive 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 cryptoassets 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 Earn do not provide investment advice and that information from Bit2Me and Bit2Me Earn should not be used as a basis for making decisions about possible transactions or services in relation to a particular cryptoasset.
- 6.- Customer is responsible for determining whether use of the Bit2Me Service or Bit2Me Earn 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.- The User understands and accepts that there is a high risk of total or partial loss of the cryptoassets deposited in Bit2Me Earn, since for the generation of rewards it is necessary to transfer them to third parties.
- 8.- In the case of Proof of Stake tokens, the use of the service involves depositing or assigning the User's cryptoassets on the blockchain or to third party companies, generating rewards through their use for the validation of transactions on the network.
- 9.- By depositing Proof of Work tokens in Bit2Me Earn, the User accepts that the risk is increased because, due to the way these cryptoassets work, the generation of rewards with them can only be carried out by transferring them on the blockchain or to other companies for the purpose of being invested or loaned to third parties.
- 10.- We may be forced to suspend, terminate or change aspects and services of Bit2Me Earn or Bit2Me in any jurisdiction without notice if required to do so by regulatory authorities or applicable law, or otherwise. In such an event, your cryptoassets may be frozen for an indefinite period of time until the matter is resolved.
- 11.- User understands and agrees that he/she uses Bit2Me and Bit2Me Earn at his/her own risk. This clause is not exhaustive and does not disclose all risks associated with cryptoassets and the use of Bit2Me Earn or related services. Therefore, you should carefully assess the appropriateness of your use based on your specific circumstances and financial resources.

#### 8. LIMITATION OF LIABILITY

The Bit2Me Earn Services are provided "as they are" 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 Earn 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 Earn 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:

- a) Any delay, suspension, interruption of the Bit2Me platform or the Bit2Me Earn 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) Customer's inability to perform or complete any transaction due to platform or system maintenance, failure or unavailability of the Bit2Me platform or the Bit2Me Earn Service;
- f) Any unauthorized use of the Bit2Me platform contrary 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 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 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.

## 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 Earn 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 and Bit2Me Earn. 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.

#### **10. DATA PROTECTION**

The services provided by BITCOINFORME, S.L. require the processing of personal data.

BITCOINFORME, S.L. is committed to protecting privacy and providing a secure 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 <a href="https://Bit2Me.com/es/legal/privacidad">https://Bit2Me.com/es/legal/privacidad</a>.

#### 11.PREVENTION OF MONEY LAUNDERING

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.

# 12. INTELLECTUAL PROPERTY

The Bit2Me Earn 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 by the User to the service does not grant any property rights over them.

Therefore, at no time does the Provider grant any ownership rights over the Bit2Me Earn 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.

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 <a href="legal@bit2me.com">legal@bit2me.com</a>.

# 13.TERMINATION/RESOLUTION

1.- This agreement will terminate immediately by the closure of your Bit2Me

account in accordance with Bit2Me's General Terms and Conditions.

In the event that the account is suspended or closed and has a balance, the customer is entitled to recover the cryptoassets, together with the interest accrued thereon, if any at the time of account closure, either in cryptoassets or by sale in fiat money, unless prohibited by any applicable law or court order from being released or exchanged for fiat, including but not limited to in the event that we have reasonable grounds to suspect that the cryptoassets or the funds used to purchase the crypto-assets were obtained through fraud or any illegal means or in connection with any criminal activity.

2.- By Bit2Me Earn's unilateral decision not to continue providing the service described herein.

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 these Bit2Me Earn Specific Terms to Customer 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 make notifications through the Bit2Me platform.

Any notification required or made under these Bit2Me Earn Specific Terms by Customer to Bit2Me should be made through official Bit2Me channels such as <a href="mailto:info@bit2me.com">info@bit2me.com</a>, 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 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 which, according to the legal system, are competent.

## **16.MISCELLANEOUS**

- 1.- This agreement, together with Bit2Me's General Terms and Conditions, Privacy Policy and Cookie Policy, represents the entire agreement between the Customer and Bit2Me in relation to the service being provided. This agreement supersedes all prior agreements, whether written or oral, 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 as of the date hereof. from the date of their publication on the Bit2Me Platform (within the Earn Service), unless otherwise indicated. Customer shall regularly check the Bit2Me Platform and the Earn Service for such additional changes or modifications. By

continuing to use the Bit2Me Earn Service after such changes or modifications become effective, Customer indicates Customer's acceptance of the amended or modified Specific Terms. If the Customer does not wish to be bound by any changes or modifications, the Customer must cease using the Bit2Me Earn Service immediately.

- 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 Earn'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 Earn service does not cause us to acquire the status of a fiduciary or investment advisor. No fiduciary relationship exists between the Customer and Bit2Me Earn.
- 6.- None of Customer'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 Customer.
- 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 it.
- 8.- Any matter not covered by this agreement shall be governed by the Bit2Me Earn General Terms and Conditions. In the event of any discrepancy between these Bit2Me Earn Specific Terms and the Bit2Me General Terms and Conditions, the Bit2Me Earn Specific Terms and Conditions shall prevail.
- 9.- Bit2Me may offset against the funds in the User's Wallet all direct, indirect and acquired obligations owed by the Customer 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.
- 10.- Customers enrolled in the B2M Airdrop can use the Bit2Me Earn service without losing the benefits of the Airdrop (as long as they keep the B2M tokens and do not sell or exchange them).

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