

LEGAL BASIS OF THE PROMOTION

“Fixed Referrals”

1.- Identification of the organising company

The company Bitcoinforme S.L. (hereinafter **Bit2Me**), with registered office at C/ Germán Bernacer, 69, 03203, Elche, Alicante, Spain, and with Tax Identification Number (NIF): B54835301, has organised the promotion called “Fixed Referrals” (hereinafter, the promotion), which will be carried out in accordance with the provisions of these Terms and Conditions.

2.- Objective

The purpose of this promotion is to award prizes to referring users and referrals of the Bit2Me platform (accessible at <https://bit2me.com> and on the "Bit2Me" APP on Android and iOS) for new users who register through the referral link, as well as for current Bit2Me users, in accordance with the conditions set out in these legal terms and conditions.

Bit2Me designs this referral programme in good faith, and that same good faith must be maintained by the participating user, as the intention of this programme is to reward users who effectively use Bit2Me's services and refer new users for that purpose. Users who violate this principle will not participate in this programme as set out in section eight of these terms.

3.- Participation period

Participation in promotions will remain valid for as long as Bit2Me keeps them active on the Bit2Me platform (accessible at <https://bit2me.com> and on the "Bit2Me" app on Android and iOS).

4.- Rules and conditions for participation

All individuals of legal age residing in any country accepted on the Bit2Me platform, which can be found at the following link: <https://bit2me.com/en-el-mundo>, who have received formal communication via email or app push notifications and who meet the following requirements may participate in the promotion.

If you are not a Bit2Me user and are accessing as a referral, the

requirements are: Action 1. Verification of the Bit2Me account:

1. Have a private account registered with Bit2Me and complete the verification process on the Bit2me Platform (accessible at <https://bit2me.com> and in the "Bit2Me" APP on Android and iOS). Please note that verification can sometimes take several days and is subject to compliance with current legal regulations.

Action 2. First minimum purchase with the Bit2Me Wallet:

1. Have a private account registered and verified on the Bit2Me Platform (accessible at <https://bit2me.com> and on the "Bit2Me" app on Android and iOS).
2. Make a first purchase of crypto assets with the Wallet of the account registered and verified on Bit2Me for a minimum amount that will be specified to the user when accessing the promotion. The first purchase must be made by card or fiat deposit. You cannot participate by receiving cryptos through a Bpay or a crypto deposit.

Action 3. Minimum first purchase with the Bit2Me Wallet within a stipulated period:

1. Have a registered and verified personal account on the Bit2Me Platform (accessible at <https://bit2me.com> and on the "Bit2Me" APP on Android and iOS).
2. Make your first purchase of crypto assets using the wallet of your registered and verified Bit2Me account, which will be specified to you when you access the promotion. The first purchase must be made by card or fiat deposit. You cannot participate by receiving crypto via Bpay or a crypto deposit.
3. The first purchase of crypto assets must be made within a stipulated period from the moment of confirmation of account verification on the Bit2Me Platform (accessible at <https://bit2me.com> and on the "Bit2Me" APP on Android and iOS). The user will be informed of the stipulated period to qualify for the rewards of Action 3 when accessing the promotion.

Participation in promotions may require the user to perform one or more of the actions indicated above. The user will be informed of the specific requirements for participation when accessing the promotion.

If you are the **referring Bit2Me user**, the requirements are:

1. **Invite a friend or family member** via the referral link in the fixed referral section of the Bit2Me app during the promotion period.
2. **Your referred user must make a first purchase of crypto assets with the Wallet** of the account registered and verified in Bit2Me for a minimum amount that will be specified to the user when accessing the promotion.

Bit2Me employees and profiles that have manipulated their participation are not eligible to participate.

To participate in the promotion, it is essential to have received an invitation directly from the Bit2Me application. Otherwise, participation in this promotion and the acquisition of referral status are not possible.

The rewards obtained within the framework of this promotion may not be withdrawn by the beneficiary until 30 days have elapsed from the date on which the user registered and verified on the Bit2Me platform (accessible at <https://bit2me.com> and on the "Bit2Me" APP on Android and iOS).

Bit2Me reserves the right to make changes to the promotion during its course, if any cause arises that prevents it from being successfully completed or in order to improve its progress.

Likewise, Bit2Me reserves the right to establish, on a temporary and promotional basis, additional benefits to those described herein, the conditions of which will be communicated on the website, official blog, email or other official communication channels of the company. Such promotions will be one-off and limited in time and will in no case modify this contractual framework.

5.- Prizes

All participants who comply with the actions indicated in the promotion published by Bit2Me at any given time will benefit from certain rewards associated with the services and/or products of the Bit2Me Platform. Users will be informed of the reward they have obtained when they access the promotion or during the process of creating an account on the Bit2Me Platform.

By way of example, the rewards available to users include the following: refunds of commissions or fees applied to transactions carried out with the Wallet on the Bit2Me Platform, level upgrades in the Space Center service, exclusive training videos, prizes in euros or cryptocurrencies, etc.

Bit2Me Pro and Bit2Me Earn services may be excluded from certain rewards.

The specific conditions of each reward and, in particular, its delivery, will be communicated to each user during the account creation process on the Bit2Me Platform, or once the action has been completed.

Winners may waive the reward obtained, but under no circumstances will an alternative prize be offered, nor will such waiver entitle them to compensation or indemnification.

The rewards granted within the framework of this promotion may not be withdrawn by the beneficiary until 30 days have elapsed from the date on which the user registered and verified on the Bit2Me platform (accessible at <https://bit2me.com> and on the "Bit2Me" APP on Android and iOS). During this period, such rewards may not be withdrawn, transferred or converted into fiat currency. After the 30-day period has elapsed, and provided that the other conditions set out in these legal terms and conditions are met, the rewards may be withdrawn through the means enabled on the platform.

Bit2Me is exempt from any liability in the event of any error in the data provided by users that prevents their identification.

6.- Tax obligations

The bonus received by users will be considered capital gains as provided for in Article 33.1 of Law 35/2006 of 28 November on Personal Income Tax, and therefore the user will be solely responsible for their tax obligations, which means that Bit2Me will be exempt from any liability in this regard.

In cases where a withholding is applicable in accordance with personal income tax regulations, Bit2Me will apply the corresponding withholding and make the payment on behalf of the user. In these cases, Bit2Me will send a certificate to the user stating the full amount of the prize obtained and the withholding applied without deducting the amount of the withholding.

Bit2Me is not responsible for any non-compliance by users that may occur due to a lack of communication, information or remittance of the correct tax to the relevant tax authority.

7.- Protection of personal data

In compliance with the provisions of [Regulation \(EU\) 2016/679 of the European Parliament and of the Council of 27 April 2016 \(hereinafter GDPR\)](#), [Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights \(hereinafter LOPDGDD\)](#) and any other applicable data protection regulations, we inform participants that their personal data will be incorporated into a database owned and managed by BITCOINFORME, S.L., whose purpose and legal basis is the management and participation in the promotion, as well as the maintenance of commercial relations by electronic means based on the legitimate commercial interest of the companies of the Bit2Me Group (you can consult the list of companies at www.bit2me.com).

Participants in the promotion are recognised as having the right to access, rectify, delete, limit, oppose and transfer their data, which they may exercise by sending an email to rgpd@bit2me.com. Once the purpose of the processing has been fulfilled or the deletion of your data has been requested, it will be blocked and made available to the Administration, Judges and Courts for the limitation periods of the corresponding legal actions for the processing carried out in defence of our interests.

The participant guarantees that they are the owner of the personal data provided and that it is authentic. The participant will be responsible for the consequences of providing false data.

Similarly, participants in the promotion are informed that they have the right to withdraw their consent for commercial purposes for the processing of data by the Bit2Me Group, and that they have the right to lodge a complaint with the Spanish Data Protection Agency <https://www.aepd.es/es>.

8.- Penalties in the event of fraudulent use

Bit2Me will consider behaviour that **Bit2Me** deems to be abusive and/or malicious to be fraud. Similarly, it will be understood, by way of example but not limited to, that abuse or fraud occurs when a participant identifies themselves using a false identity or the identities of third parties without their consent.

In the event that **Bit2Me** becomes aware, directly or indirectly, that the referrer may have committed fraud, abusive use or acted in bad faith in accordance with these terms and conditions and applicable legislation, the referrer will be permanently barred from benefiting from the advantages of the referral programme.

Bit2Me is not responsible for any inappropriate or offensive content that users, at their own risk, may upload to the media used for the promotion.

Bit2Me is not responsible if any user/customer fails to complete the process to have their Bit2Me account verified, or if, due to high demand for the Bit2Me account verification process, it cannot be completed before the end date of this promotion.

The discovery of any of these practices will result in automatic disqualification and prohibition from participating in the promotion.

Bit2Me reserves the right to take legal action against anyone who engages in any act that could be considered manipulation or falsification of the campaign.

9.- Liability

Bit2Me reserves the right to make changes or cancel the promotion during its development, in the event that any cause arises that prevents it from being successfully completed or in order to improve its progress.

Bit2Me shall be exempt from any liability for damages that may be due to the temporary lack of availability or continuity of the campaign, the disappointment of the usefulness that users may have attributed to it, and access to the various pages and submission of participation responses via the Internet. Bit2Me shall also be exempt from any acts or omissions by participants that prevent their proper participation in the promotion.

10.- Acceptance of the Legal Terms and Conditions

Participation in the promotion implies acceptance of these legal terms and conditions. Any statement of non-acceptance of all or part of these legal terms and conditions will result in the exclusion of the participant and, as a consequence, **Bit2Me** will be released from its obligation to that participant.

Likewise, in matters not covered by these Legal Terms and Conditions, the terms and conditions of the Bit2Me platform shall apply.

Investment in crypto assets is unregulated, may not be suitable for retail investors, and the entire amount invested may be lost. It is important to read and understand the risks of this investment, which are explained in detail at <https://bit2me.com/es/legal/riesgos>.

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