

**TERMS AND CONDITIONS OF THE BIT2ME CARD REWARDS  
PROGRAM**

**LAST UPDATE:** 27 October 2023

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## **1. OBJECTIVE**

These Terms and Conditions (hereinafter referred to as T&Cs) govern the Bit2Me Card User Reward Program, and together with the Privacy Policy, govern the relationship between users, Merchants and Bit2Me.

The rewards programme is managed by Bit2Me with the collaboration of the Merchants, who provide the Bit2Me platform with the offers and promotions available and in which the user will be able to access rewards.

## **2. REQUIREMENTS FOR THE USE OF THE REWARDS PROGRAMME**

Access to this program is available to persons of legal age according to Spanish law and with full capacity to contract, who are Bit2Me Card users and accept these T&C, as well as the Privacy Policy associated with this service.

The acquisition of the condition of User implies the reading and express acceptance without reservation of the terms of these Terms and Conditions, which the User declares to have known prior to their acceptance, and which may be stored and reproduced by the User.

For the use of the reward programme, Bit2Me will indicate the data required (such as user ID etc.) by the merchants and contained in the specific conditions set out in these terms and conditions.

The User may access the Service through the Platform by accepting the T&C and Privacy Policy.

On the Bit2Me platform itself, the user can view all available offers and promotions.

At the moment the user makes a purchase using the Bit2Me card, the identification data of the user and the transaction made will be sent.

The Merchant will communicate to Bit2Me whether or not that transaction has a reward associated with it, and the amount of the reward. If there is a reward, it will be retained by Bit2Me. Once the reward amount is confirmed, Bit2Me will deposit the reward in B2M to the user (a deposit in Fiat may appear in the wallet and change to B2M automatically). This reward may take from 1 to 7 days to be confirmed.

## **3. RIGHT OF WITHDRAWAL**

In accordance with the provisions of article 103.d) of Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, the right of withdrawal shall not be applicable to contracts for the supply of goods that may deteriorate or expire rapidly.

In the event that the refunded purchase is returned, the reward may be cancelled or, if deposited into the user's B2M account, deducted from the user's B2M account.

#### **4. EXCLUSIONS OF LIABILITY**

Neither Merchants nor Bit2Me are responsible for the products and services purchased and that produce these rewards, the responsibility for the products or services purchased will depend on the Platform or merchant from which these have been purchased, rented or contracted.

The Merchants and Bit2Me shall be released from any liability in case of misuse by the User.

The Merchants and Bit2Me shall not be liable for any damages or losses suffered as a result of events that could not have been foreseen or foreseen to be unavoidable, due to unforeseeable circumstances or force majeure.

The Merchants and Bit2Me are not responsible for any failure, technical error, accident, breakdown, tampering, interruption in the Service or any other incident that may arise in products, equipment or technical services outside the Merchants and Bit2Me whose use is necessary for the provision of the Service.

The Merchants and Bit2Me shall not be liable in the event of unavailability of the Service due to force majeure or temporary suspension of the Service for technical reasons.

#### **5. INTELLECTUAL AND INDUSTRIAL PROPERTY**

The Platform, its source code and the content 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.

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Alteration of the content or structure of this Website by the user is strictly prohibited.

The Merchants and Bit2Me reserve the right to take legal action against users who violate or infringe intellectual and industrial property rights.

## **6. 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 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (RGPD), Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights (LOPDGDD) and any other applicable data protection legislation, we inform you that the personal data provided during the registration process will be processed and included in an information database, the purpose of which is the management of the services included in these T&Cs and the processing of requests for information.C and the processing of the requests and rewards of the Users of our services offered.

For the purposes of offering the Rewards Programme, the following two entities act as Data Controllers:

- PAYLEAD, a simplified joint stock company, having its registered office at 9, rue de Condé 33064 Bordeaux (France), registered with the Bordeaux Register of Commerce and Companies (RCS) under number B 821 725 579.
- BITCOINFORME, S.L. (Bit2Me), with registered office at Calle Germán Bernacer, 69, 03203, Elche, Alicante, SPAIN, and with VAT number: B-54835301.
- WOOWBE LTD (Woowbe), established at NOUV, Triq MRO Frank Galea, Zebburg, ZBG 9019, (Malta), with registered office at NOUV, Triq MRO Frank Galea, Zebburg, ZBG 9019, (Malta), VAT No MT 2327512.

The personal data processed for the development of this reward service are the following:

- Bank account references
- Banking transactions
- User ID
- IP address

The User guarantees that he/she is the owner of the personal data provided and that these are authentic. The user shall be responsible for the consequences of providing false data. In the event of any change in the data provided, the user undertakes to notify this through the process set up for this purpose on the Platform.

The interested party has recognised rights of access, rectification, deletion, limitation, opposition and portability of their data under the responsibility of the PARTIES. As long as the purpose of the data processing exists or you have not expressly deleted your personal data from our common database, we will continue to process your data as they are necessary for the processing and you continue to be interested in forming part of them. At any time the interested party may exercise their rights by sending a postal communication to the PARTIES at the addresses indicated above or via email to the addresses [rgpd@bit2me.com](mailto:rgpd@bit2me.com) , [dpo@paylead.fr](mailto:dpo@paylead.fr), attaching a document proving their identity and expressly indicating the right they wish to exercise.

The data subject has the right to withdraw his or her consent to the processing of his or her data. The data subject also has the right to submit claims arising from the processing of his/her personal data to the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

## 7. PAYLEADS SPECIFIC TERMS AND CONDITIONS

PAYLEAD is a Merchant that provides the User with promotions and offers with which the User can obtain a reward if the Bit2Me Card is used as a means of payment.

PAYLEAD is a simplified joint stock company (hereinafter referred to as PAYLEAD) with registered office at 9, rue de Condé 33064 Bordeaux (France), registered with the Bordeaux Register of Commerce and Companies (RCS) under number B 821 725 579.

7.2 For the use of the reward programme, Bit2Me will send PAYLEAD the following personal data:

- Bank account references
- Banking transactions
- User ID
- IP address

The User may access the Service through the Platform by accepting the T&C and Privacy Policy, at which time Bit2Me will send PAYLEAD the User's User ID. At the moment the User makes a purchase using the Bit2Me card, the "Merchant ID" and the amount of the purchase will be sent to PAYLEAD. At that moment, PAYLEAD will communicate to Bit2Me whether or not that transaction has a reward associated with it, and the amount of the reward. If there is a reward, it will be retained by Bit2Me. Once the reward amount is confirmed, Bit2Me will deposit the reward in B2M to the user (a deposit in Fiat may appear in the wallet and change to B2M automatically). This reward may take from 1 to 7 days to be confirmed.

## 8. WOOWBE SPECIFIC TERMS AND CONDITIONS

8.1 WOOWBE is a Merchant integrated with Pecunia Cards EDE, SLU, (issuer of the Bit2Me Card) that brings promotions and offers to the user, with which the user can obtain a reward if the Bit2Me Card is used as a means of payment.

WOOWBE LTD is a company with registered office at NOUV, Triq MRO Frank Galea, Zebbug, ZBG 9019, (Malta), with VAT number MT 2327512.

8.2 For the use of the reward programme, Bit2Me and Pecunia will send WOOWBE the following personal data:

- Bit2Me Card ID
- User ID
- Transaction ID

The User may access the Service through the Platform by accepting the T&C and Privacy Policy, at which point Bit2Me and Pecunia will send WOOWBE the User ID of the User. At the moment the User makes a purchase using the Bit2Me card, the "Transaction ID" and the amount of the purchase will be sent to WOOWBE. At that time, WOOWBE will communicate to Bit2Me whether or not that transaction has a reward associated with it, and the amount of the reward. If there is a reward, it will be retained by Bit2Me. Once the reward amount is confirmed, Bit2Me will deposit the reward in B2M to the user (a deposit in Fiat may appear in the wallet and change to B2M automatically). This reward may take from 1 to 7 days to be confirmed.

8.3 The user undertakes to:

- a. To make diligent, correct and lawful use of Woowbe, respecting current legislation (and especially that relating to data protection and intellectual and industrial property), morality and good customs, as well as public order.
- b. Periodically review these General Conditions of Use, or any other conditions that may be applicable, checking for any changes that may have occurred.
- c. Not to carry out any acts that may infringe the rights or interests of Woowbe or third parties, such as, for example, intellectual or industrial property rights (patents, trademarks, copyrights, trade secrets, etc.).
- d. Not to use Woowbe for commercial purposes, e.g. by collecting information or content to provide other services that may be in clear competition with Woowbe.

8.4 Third-party links

- a. It is possible to find links or links to pages or websites of third parties on the platform. Neither Woowbe nor Bit2Me assume any responsibility for them or for their content or proper functioning, nor for the consequences arising from access to them.
- b. Regarding the links published by Woowbe on the Bit2Me platform, the User acknowledges and accepts that such links lead to external and external sites and that neither Woowbe nor Bit2Me does not approve or review the functions, advertising or, in general, the content included in third party pages, even when they are linked from the App; therefore, the App cannot guarantee that they are free of computer threats, viruses or malware or that they do not contain illegal or inappropriate content or other links that lead to sites with one or more of the aforementioned characteristics.

#### 8.5 Exclusions of liability

Despite the continuous effort made by Woowbe to protect the systems and contents included in Woowbe, for which purpose it uses the usual Internet security standards, it is not possible to offer full guarantees in relation to the intrusions or loss of information that may occur. Likewise, the absence of viruses or other harmful elements in Woowbe or in third party sites that may cause alterations in the User's computer system, both software and hardware, cannot be guaranteed. For this reason, the User assumes and understands that there are situations that may be beyond Woowbe's control.

Woowbe disclaims all liability for improper access to content as a result of registration by the User deliberately providing false or inaccurate information about his or her age.

Woowbe shall not be liable for any breach of the obligations or commitments assumed under these General Terms and Conditions and Licence of Use or any other applicable terms and conditions, in particular the conditions imposed by the suppliers.

In general, neither Woowbe nor its partners shall be liable in the event of loss of profit or consequential damage for any reason whatsoever.



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