GENERAL TERMS AND CONDITIONS OF THE BIT2ME PLATFORM SERVICES

VERSION JULY, 2022

LEGAL INFORMATION

BITCOINFORME, S.L. (hereinafter **Bit2Me**), with registered office at Calle Germán Bernacer, 69, 03203, Elche, Alicante, SPAIN and with Tax ID Number: B-54835301, registered in the Mercantile Registry of Alicante, volume 3828, sheet 110, Inscription 1 with Sheet A-143230, is the owner of the website: https://bit2me.com and the APP (iOs/Android) through which **Bit2Me** Platform is accessed.

INDICE

1. GENERAL DESCRIPTION

These GENERAL CONDITIONS, the legal notice, the Privacy Policy, the Cookies Policy and any other specific conditions published on this website for the provision of services by **Bit2Me**, are applicable to any person with legal capacity who contracts **Bit2Me**'s services through the website, the App (iOS/Android) or its e-wallet Platform (hereinafter, the Platform).

Bitcoinforme, S.L. is the company responsible for the website https://bit2me.com and the Platform based in this specified domain, as well as its content, its main activity is to provide through the Platform different services for the purchase and sale of cryptocurrencies or crypto-assets (hereinafter cryptocurrencies), through the electronic wallet service (hereinafter *Wallet*) that allows the user to deposit and withdraw virtual currency and legal tender (Euros), the conversion and transfer between the different types of supported cryptocurrencies, the purchase and sale of cryptocurrencies, and the centralized services of the trading Platform**,** as well as other additional help and support services to the exchange of cryptocurrencies.

These GENERAL CONDITIONS must be accepted by the user in order to use the services of the **Bit2Me** Platform that require its prior acceptance through the web https://bit2me.com or through the Application for Smartphone and Tablets Android and iOS located in Google Play, App Store (hereinafter, Application).

In case you do not accept these GENERAL CONDITIONS in the registration process for the contracting of **Bit2Me** services, you will not be able to use the **Bit2Me** Platform services.

With the explicit acceptance of these GENERAL CONDITIONS, it is understood that the user has fully accepted them and has therefore previously read and understood each and every one of the terms, and is obliged to comply with all the specifications set forth herein.

2.REQUIREMENTS FOR ACQUIRING THE USER STATUS

The User status can be acquired by persons of legal age and with full capacity to contract which subscribe to these GENERAL CONDITIONS (hereinafter "the User").

In cases where the user accesses the platform on behalf of a legal entity, the user accepts and declares that he/she has sufficient powers of attorney to bind the legal entity or company he/she represents in the contracting of services. In these cases, access to the **Bit2Me** Platform or registration as a Legal Entity, Company or Professional, all requests for services made by the user will be attributable to the Legal Entity, and **Bit2Me** will assume that they have been made by the latter.

The acquiring of User status implies the reading and explicit acceptance without reservation of the terms of these GENERAL CONDITIONS and the Legal Notice and Privacy Policy **Bit2Me** Platform, which states having known prior to acceptance, and may be stored and reproduced by it. Registration as a user of the **Bit2Me** Platform is an essential requirement for the recruitment of **Bit2Me** Platform services.

The user will be able to access the **Bit2Me** Platform services using the username and password that will be generated during the registration process at the time of subscribing to these GENERAL CONDITIONS.

The username and password generated that will allow the user to identify and use the services of the **Bit2Me** Platform, are strictly personal and confidential. The User will be responsible for maintaining the confidentiality of them. Consequently, the user expressly agrees that **Bit2Me** presume that the uses of the services by using its identification keys are made by the registered user, unless user had previously reported the loss or theft of the same, in which case you must immediately proceed to change them. The password can be changed freely by the user, through the procedures that **Bit2Me** has established for this purpose. The replaced password will be canceled as a means of identification, at the same time the new one is generated.

Bit2Me may block access and use of the **Bit2Me** Platform services when deemed necessary for security reasons.

Bit2Me will take organizational and technical measures on its computer equipment to ensure proper use of the Service by Users and to prevent unauthorized access aimed at unauthorized disclosure of the content of the User's financial information accessible through the Service.

3. SERVICES PROVIDED BY BIT2ME

Bit2Me provides the user through its Platform a simple and easy way of mediation for the exchange of current or fiat legal tender (FIAT) currency for cryptocurrencies and vice versa, as well as the exchange of cryptocurrencies or for other types of cryptocurrencies. The purpose of these GENERAL CONDITIONS is therefore the provision of a *Wallet* service, which enables the user to create different electronic wallets to perform deposit and withdrawal operations of legal tender (EUROS) and cryptocurrencies, conversion and transfer between the different types of supported cryptocurrencies, the purchase and sale of cryptocurrencies, and centralized trading platform services (hereinafter trading services), as well as other additional services to help and support the exchange of cryptocurrencies through the **Bit2Me** Platform.

Bit2Me will be responsible for the proper provision of services through the Platform. The User agrees to use the Platform responsibly, exonerating **Bit2Me from** any liability arising from improper, erroneous or illegal use of the Platform or with the aim of committing illegal actions.

4. ENTRY INTO FORCE OF THE GENERAL CONDITIONS

The GENERAL CONDITIONS will come into force and, therefore, will apply to **Bit2Me** and the User, from the moment the following conditions are met: Having given the user conformity to them by clicking the button *"I have read and accept the GENERAL CONDITIONS"* enabled on the Platform or in the Application.

However, and in compliance with the provisions of [Article 28 of Law 34/2002 of July 11, 2002 on Information Society Services and Electronic Commerce (LSSI),](#) **Bit2Me**

will confirm acceptance of these GENERAL CONDITIONS within a maximum period of twenty-four hours from the entry into force of the GENERAL CONDITIONS by confirming the entry into force of the contract.

5. PRIVACY POLICY

The Privacy Policy of the Bit2Me website must be accepted together with these GENERAL CONDITIONS. The information you provide to Bit2Me is absolutely necessary and is intended to provide the services necessary for you, through the Platform, to perform the services provided by Bit2Me. The required data will be treated in accordance with the applicable legislation on Data Protection. The Privacy Policy is accessible at the following link https://Bit2Me.com/legal/privacy.

6. MODIFICATION OF THE GENERAL CONDITIONS

Bit2Me reserves the right to modify these GENERAL CONDITIONS without prior notice. Changes and modifications will be notified to users, and it is the user's responsibility to review these TERMS AND CONDITIONS available at https://bit2me.com.

For these purposes, the user will be considered to have fully accepted the new GENERAL CONDITIONS if, after a period of one month has elapsed since the modification of the GENERAL CONDITIONS was made available to all users, the user has not requested cancellation or cancelled the service. The user may state during the aforementioned period that he or she does not agree with the changes made to the GENERAL CONDITIONS, and must request cancellation or termination of the **Bit2Me** service**.**

7. LINKS TO EXTERNAL PAGES

In the Platform you will find links to third party websites, which are governed by their own conditions, not becoming **Bit2Me** responsible for the operations that through these entities outside **Bit2Me** User can perform. Similarly, the Privacy Policy or Terms and Conditions of these entities is outside **Bit2Me**, so the user must take this into account to know that both the General Conditions and the Privacy Policy of these third parties are only the responsibility of the same and not **Bit2Me**.

8. MINORS

Minors may not use the services provided by **Bit2Me** through the website or Application, so any application for membership in **Bit2Me** from a minor under the age of eighteen (18) will be denied.

9. INFORMATION ABOUT CRYPTOCURRENCIES

Transactions in cryptocurrencies or crypto-assets are carried out directly, without the need for an intermediary. Unlike most currencies, cryptocurrencies are not backed by any government nor do they depend on trust in any central issuer, but use other systems to prevent double spending and reach consensus among all the nodes that make up the network.

Each transaction between users of your network is recorded and a digital signature is created to prevent fraud and forgery, and is stored permanently in the network.

Transactions made with cryptocurrencies that can be verified through some internet addresses such as https://explorer.bit2me.com, in principle, do not allow to identify the **Bit2Me** user involved in a transaction but the user has to know that the system cannot guarantee complete anonymity.

Due to complex encryption and security procedures, counterfeiting or theft of cryptocurrencies is highly unlikely, but there is a risk that the procedures or software may fail. Payments made by the user in cryptocurrencies are irreversible, and computer errors in legitimate cryptocurrency payments are very low as the system performs checks to try to prevent this. Most of the errors in payments are due to human error when entering wrong data, so **Bit2Me is** not responsible for the transfers made by users. **Bit2Me** may apply, in case of errors attributable to the user, the commissions or costs specified in https://bit2me.com/comisiones.

10. INFORMATION AND DOCUMENTATION REQUIREMENTS

Certain services of the Platform do not require the express acceptance of these GENERAL CONDITIONS because they are services or functions of free access regulated in the Legal Notice of the **Bit2Me** website. Users of the Platform may make use of the free access services that are made available from the **Bit2Me** website as well as all those individuals or legal entities that access the Web site.

The acquisition of User status for the provision of *Wallet* services, purchase and sale of cryptocurrencies and trading services requires that users who register on the Platform and provide certain information necessary for compliance with the Law 10/2010, of April 28, on the prevention of money laundering and terrorist financing (hereinafter LPBC) to comply with the obligations of formal identification of the client.

Depending on the service and the economic thresholds of the operations to be performed by the user, different levels of information will be requested, in order to allow services with more functionalities and higher economic thresholds in the operations to be performed by the end user (see table economic thresholds).
The information requested may consist of, among others, the cell phone number and amount of the transaction, first and last name, user name and password, e-mail address, security code sent to the e-mail or security code required for double authentication, profession and date of birth, as well as other possible data or information required depending on the type of transaction selected by the user.

The type of user will also determine the information to be requested depending on whether it is a natural or legal person, requiring information such as ID card, residence card, foreign identity card or passport, invoices, videoconference, deeds, shareholding structure, accreditation of business activity, etc., in application of the provisions of Law 10/2010, of April 28, on the prevention of money laundering and financing of terrorism and other applicable legislation if deemed appropriate.

Bit2Me may at any time request additional information in order to learn more about the purpose and nature of the user's business relationship, and may even do

so through a third party. The lack of information or the existence of indications of money laundering in the data provided will allow **Bit2Me** the immediate unilateral cancellation of the service contract that binds them.

11. ECONOMIC AND TIME LIMITS ON OPERATIONS

Bit2Me users will be able to find information regarding the limits of the services offered, as well as the price or fees for their use by accessing the Limits and Prices section of the website. https://Bit2Me.com/comisiones.

12. PRICE OF SERVICES

The service provided to the user through the **Bit2Me** Platform will generate fees and/or commissions (which can be consulted in the commissions and limits section of the website: https://Bit2Me.com/comisiones, which will be informed to the user in each transaction, and will be kept in the user's transaction history in accordance with the LPBC for ten (10) years.

The exchange rates applied are calculated in real time based on multiple variables, including:

- Market supply
- Market demand
- Agreements with third party partners

These variables result in an optimal exchange rate in real time for each of the supported currencies, which will be applied in the representations and exchanges made.

The cost of storage and withdrawal services in **Bit2Me** is determined by the relationships with third parties with whom **Bit2Me** has an agreement to integrate the provision of services by them, as well as by the charges applied by the entities of the User's bank account or card.

Bit2Me reserves the right to modify the GENERAL CONDITIONS in the event of a change in the conditions of use of the same, and may pass the changes in these GENERAL CONDITIONS on to its users.

In this regard, any change in the rates of the electronic money institution's costs, as well as changes to a payment or electronic money service, must be communicated by the payment service provider to the User 2 months in advance in accordance with [Article 33 of Royal Decree-Law 19/2018, of November 23, on payment services and other urgent measures in financial matters](#).

Information about the electronic money institution, as well as other institutions, can be found at the following link: https://Bit2Me.com/es/legal/ede.

For **Bit2Me** Pro services, **Bit2Me** charges a commission for each order published in the Bit2Me Pro Order Book. Commissions will be charged in the Cryptocurrency received by the user and will be calculated as a percentage of the number of

orders. Commissions are charged per transaction and will be deducted automatically once an order is associated. If an order is considered partially an Order Maker and partially an Order Taker, an Order Maker commission will be applied to the part published as an Order Maker and an Order Taker commission will be applied to the part published as an Order Taker.

User acknowledges and agrees that **Bit2Me** Pro's fees may vary from time to time between different Order Portfolios and may be updated accordingly. Such updated fees will apply to any orders or other transactions that take place after the effective date of such updated fees. You further acknowledge and agree that the fees will be deducted from your respective **Bit2Me** Wallet. **Bit2Me's** current **Bit2Me** Pro fees are shown in the following [link](#).

Bit2Me offers volume discounts. Current commission discounts can be found at the [following link](#). User acknowledges and agrees that commission discounts are not guaranteed and may change or cease to apply at any time, at **Bit2Me**'s sole discretion.

The remuneration received by **Bit2Me** for the provision of any service included in these GENERAL TERMS and CONDITIONS on behalf of the User will be increased by the amount corresponding to any taxes, fees and duties that may be applicable under current legislation. It is the sole responsibility of the user to determine whether, and to what extent, taxes apply to any transaction made through **Bit2Me**, and to report or pay the correct amount of taxes to the appropriate tax authorities.

13. DURATION OF THE CONTRACT

This contract has a duration of one year from its acceptance and signature, being AUTOMATICALLY extendable for periods of equal duration, indefinitely, unless either party communicates to the other its intention not to extend. However, the user may at any time request the termination of the contract. In any case, the user may not terminate the contract until it has fulfilled all its payment obligations to **Bit2Me**.

14. BIT2ME SERVICES

14.1 GENERAL OBLIGATIONS

14.1.1 Conditions and Restrictions

Bit2me may at any time, in its sole discretion, reject any transaction submitted through the Services, impose limits on the amounts of transactions permitted through the Services or impose any other conditions or restrictions on the use of the Services without prior notice. In this regard, it may for example limit the number of open orders on the Platform or restrict transactions from certain locations.

14.1.2 Accuracy of Information

You must provide any information requested when creating your account on the Platform or when prompted by any screen displayed within the Services. User

represents and warrants that any information provided through the Services is accurate and complete.

14.1.3 Cancellations

You may only cancel an initiated order or service request if such cancellation occurs before **Bit2Me** executes the transaction. Once your order or request has been executed, you may not change, withdraw or cancel your authorization for **Bit2Me** to execute such transaction or provide such service. If an order or request for service has been partially completed, you may cancel the remainder without completion unless the order is related to a market transaction. We reserve the right to refuse any cancellation request associated with a market order once you have submitted that order. Unlike exchange orders, all trades are irreversible once initiated. While we may, at our sole discretion, reverse a trade under certain extraordinary conditions, a customer is not entitled to a reversal of a trade.

14.1.4 insufficient funds

If you have an insufficient amount of funds in your **Bit2Me** Account to complete an order or service request, we may cancel the entire order or we may complete a partial order using the amount of funds currently available in your **Bit2me** Account, less any fees owed to **Bit2Me** in connection with the transaction.

14.1.5 Taxes

You are responsible for determining what taxes, if any, apply to your transactions through the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that **Bit2Me** is not responsible for determining whether taxes apply to your transactions or for collecting, reporting, withholding or remitting taxes arising from any transaction.

14.2 ELECTRONIC PURSE O WALLET

In order to operate on the Platform, **Bit2Me** will provide users with wallets from which they will be able to buy cryptocurrencies, make exchanges between the different types of supported cryptocurrencies, and subsequently exchange them for current or fiat legal tender (FIAT).

You must also accept in all its terms these GENERAL CONDITIONS and Privacy Policy by clicking on the button *"I have read and accept the GENERAL CONDITIONS"* after consulting them through the hyperlinks established for this purpose or requesting that they be sent by e-mail to info@bit2me.com.

Bit2Me in accordance with the provisions of Article 27.1 of Law 34/2002, of July 11, 2002, of services of the information society and electronic commerce (LSSI), expressly states that it will file the electronic document in which the contracting of the Service is registered.

If it deems appropriate, **Bit2Me** may require the user to deliver the data it deems relevant for the purpose of complying with Law 10/2010 of April 28, 2010, on the

[prevention of money laundering and terrorist financing](#); in the event that the user refuses to grant this data, **Bit2Me** may unilaterally carry out the termination of the service.

Likewise, **Bit2Me** reserves the right to suspend the user's operations as a precautionary measure, until it has been able to confirm and verify the legality and legitimacy of the operations.

14.3 CURRENCIES SUPPORTED

The Platform or Application supports the main cryptocurrencies in the market, in addition to some of the main current or fiat currencies of legal tender (FIAT).

14.4 PURSE (WALLET) LIMITATIONS

Due to technical limitations some **Bit2Me** cryptocurrency wallets may not have the ability to make deposits, withdrawals, or other functionality. The wallets with such limitations have a "lite" icon, by clicking on the icon the user will be informed about the limitation applied.

Bit2Me is actively working to support more and more cryptocurrencies and that the supported cryptocurrencies have all the functionalities.

14.5 SERVICES FOR EURO TRANSACTIONS

Bit2Me is an entity that allows users to buy and sell virtual currencies for FIAT currency. In order to provide these services and offer secure transactions in euros, **Bit2Me** offers two modalities:

> (i) Opening and maintaining an electronic money wallet that allows to keep electronic money stored in order to be able to buy cryptocurrencies at any time and to receive and keep the euros resulting from the sales of cryptocurrencies. To do so, **Bit2Me** collaborates with an electronic money institution, as detailed below.

> (ii) Directly transfer the euros from the operations you wish to carry out. In this case, until Bit2Me has verified receipt of the funds, it does not authorize the cryptocurrency transaction.

As means of payment (both to store FIAT currency in the EURO Wallet and to pay the price of the cryptocurrency to be acquired by the user), **Bit2Me** supports: (i) payment from the EURO Wallet; (ii) card payment; (iii) bank transfer; and (iv) Tikebit.

14.5.1 EURO Wallet for electronic money

One of the ways to operate in the **Bit2Me** Platform is through the EURO Wallet. **Bit2Me** may ask the User to verify the ownership of the external account used in their EURO transfer order. **Bit2Me** is not responsible for any fees or commissions of the external account used by the User or for its administration or security. You are

solely responsible for the use of your external account, and you agree to comply with all terms and conditions applicable to your external account that you use for Euro transactions. The time associated with a Euro Transaction will depend in part on the performance of third parties responsible for maintaining the applicable external account, and **Bit2Me** does not guarantee the time it may take to complete Euro Transactions.

The User's e-money EURO Wallet is not a deposit or investment account, which means that the FIAT (Euro) currency will not be protected by the financial services clearing scheme or any Guarantee Fund or similar institution.

User should note that e-money stored in the EURO Wallet does not earn interest, and **Bit2Me** does not remunerate any funds that may exist in the e-money EURO Wallet for its storage or for purchases and sales of cryptocurrencies.

PECUNIA CARDS EDE, S.L.U.

Bit2Me collaborates with **PECUNIA CARDS EDE, S.L.U.** (LEI: 9598007HK1GFFYZRGJ0) is an Electronic Money Institution (EDE) supervised by the Bank of Spain and registered under number 6707, whose commercial name is ″PECUNPAY″. The user will be able to access the General Terms and Conditions of the electronic money purse service, through its web page www.pecunpay.es.

Users who register with **Bit2Me** will be able to access the PECUNPAY services. To do so, the user must expressly select the electronic money purse option in order to have an electronic money account that will serve as a purse to store the euros for the purchase and sale of the at the time of their transactions. The user must give his/her consent and authorization for PECUNIA CARDS EDE, S.L. to execute the payment transactions derived from the contractual relationship between Bit2Me and the user, as well as transactions between users. This authorization is granted when the user accepts these GENERAL CONDITIONS for contracting Bit2Me, which contain information about PECUNPAY and expressly requests the electronic money wallet option in the Bit2Me application.

In this case, customer funds will be deposited in a safekeeping account owned by PECUNIA CARDS EDE, S.L., opened in a credit institution, and which is subject to the legal regime established in [Royal Decree Law 19/2018, of November 23](#) (and other development and/or complementary regulations), to which the protection measures detailed in Article 21.1 a) of the aforementioned regulation are applicable.

Authorization of debits / credits

When you request that we debit an amount in your e-money EURO Wallet in favor of your external account or request that we credit an amount from your external account in favor of your EURO Wallet, you authorize **Bit2Me** to always execute such transaction through the authorized e-money institution.

Before any payment or debit through the e-money EURO Wallet, **Bit2Me** and PECUNIA CARDS EDE, S.L. may perform all checks and controls in order to prevent fraud, money laundering, terrorist financing and other financial crimes. This may

result in a delay or even the impossibility to carry out the transaction of FIAT money (euros) until such checks and verifications are reasonably completed in order to comply with the legally established requirements.

Rejected Transactions

In some cases, User's external account may reject User's funds in Euros or may not be available for the execution of a transfer in Euros and, therefore, User agrees that User will not hold **Bit2Me** liable for any damages resulting from such rejected transactions.

14.5.2. Bank Transfer Deposits

In addition to the above, and for those customers who do not wish to maintain the PECUNPAY e-money account, when they want to make transactions only for the purchase of cryptocurrencies, they can directly transfer the euros to the following accounts in European countries opened in the following entities: FIDOR BANK AG and CLEAR JUNCTION LIMITED. It is very important to note that Bit2Me is not responsible for keeping the funds transferred by users in these accounts, since these funds are only transferred to perform the operations that the user has ordered at any given time.

Therefore, the user will be able to make his purchases of cryptocurrencies through bank transfers with FIAT money (euros), using the bank transfer services provided by his own credit institution or payment services of his external account. All bank transfers must match the payer and the beneficiary of the same with the data previously provided by the user.

If strictly necessary, Bit2Me reserves the right to temporarily stop the debit or credit in order to collect additional information from the user and the payment method used, even to the extent of refunding the payment, and may apply to the user's account the costs of the return specified in https://Bit2Me.com/comisiones.

The details of these accounts to which users will make their transfers for the purchase of their cryptocurrencies are:

FIDOR BANK AG (LEI: 529900AW9RMSHTDQ7J56) is a Financial Institution registered in the Commercial Register of Munich (Germany) under number HRB 149 656 and registered with the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) under number 120505. Read more about FIDOR BANK AG

CLEAR JUNCTION LIMITED (LEI: 254900NQFJGPQM32QW52) is an entity registered in England under registered number 10266827, is authorized and regulated by the Financial Conduct Authority under reference number 900684. Read more about CLEAR JUNCTION LIMITED

VERY IMPORTANT:

1. The purchase of cryptocurrencies through bank transfer can be done through the SEPA (Single Euro Payments Area) or SWIFT (Society for Worldwide Interbank Financial Telecommunication) system.

2. SEPA transfers will be executed in accordance with [EU Regulation n. º 260/2012](). The user will provide all the data required by the regulations in force at all times by the credit institutions participating in the transaction. The user is responsible for the completeness and accuracy of the data provided, exonerating Bit2Me and the other credit institutions participating in the transaction from any damage or claim resulting from incorrect or incomplete data provided.

3. The sender/orderor of the transfer and the **Bit2Me** registered user must be the same.

4. The user must enter the complete reference and may omit the hyphen and/or period from the reference if your bank does not allow these characters.

5. The user must transfer a sufficient amount in euros so that the requested transaction can be executed by **Bit2Me** under the terms indicated.

6. Cash deposits are not accepted.

7. The user cannot make money transfers from countries considered as "tax havens", since **Bit2Me** and the rest of the credit institutions participating in the transaction comply with the due diligence measures indicated in the EU Directives and Regulations, as well as the Spanish and German legislation on the prevention of money laundering and terrorist financing.

8. List of countries where SEPA transactions can be processed: Member States of the European Union (EU), European Free Trade Association (EFTA) and Member States that have joined the European Payments Area (SEPA). In order to know at any time the list of countries in the SEPA area, you can access the following web: [https://www.sepaesp.es/sepa/es/secciones/enlaces/Listado_de_paise/]()

14.5.3. Card Transactions

If the user wishes to buy cryptocurrencies in exchange for FIAT currency (euros) he/she can also use payment cards as a means of payment. This means of payment is also available for loading the EURO Wallet.

If strictly necessary, **Bit2Me** reserves the right to temporarily stop the transaction requested by the user in order to collect additional information from the user and the payment method used, even to the extent of refunding the payment.

In **Bit2Me** we care the most about the security of our customers in order that a card is not used fraudulently, so you can perform a verification process in the terms set out [here]().

14.5.4. Transactions with Tikebit

Tikebit is a voucher that can be purchased at a local store in different locations, and then redeemed for cryptocurrencies on **Bit2Me**.

Each Tikebit voucher has an associated balance and a 16-digit PIN code that can be used from the **Bit2Me** website to redeem all or part of the balance. Each tikebit voucher will work until its balance is 0.

The user must indicate how many euros he/she wishes to spend from his/her Tikebit code. The available balance can be checked from the Tikebit website ((https://www.tikebit.com).

The PIN code is secret and should never be disclosed. In case of an incident, only the SERIAL code should be provided to the **Bit2Me** support team. The serial code consists of letters and numbers.

14.5.5. Cryptocurrency Deposits

The user will be able to deposit funds into his **Bit2Me** account through the cryptocurrencies supported by **Bit2Me**. This can only be done in those cryptocurrencies that support the deposit functionality.

To do so, the user must send the desired funds to the address provided by **Bit2Me**. The user must only send cryptocurrencies of the type indicated by **Bit2Me** for the address used.

Bit2Me is not responsible if the user does not send the correct cryptocurrency to **Bit2Me**'s deposit addresses. All cryptocurrency deposits coming from the **Bit2Me** Platform can be verified in a compatible blockchain explorer, for example: for Bitcoin you can use https://explorer.bit2me.com.

Bit2Me securely stores the private keys of digital currencies, which are the means by which cryptocurrency transactions are conducted. As a result of the Platform's security protocols, it may be necessary to retrieve private keys or related information from cryptocurrency storage to facilitate or perform a transaction.

14.5.6. Users residing in Brazil

Bit2Me is an entity that allows users to buy, sell and store cryptocurrencies. In order to provide these services and offer secure transactions to users residing in Brazil, cryptocurrency purchase transactions can only occur, provided that the User has FIAT currency in its Wallet for the placement of cryptocurrency Purchase Orders. The entry of funds (FIAT currency) in its Wallet may be made by the User by means of Brazilian instant payment - PIX (up to R$ 5,000.00 per transaction).

For users residing in Brazil, **Bit2Me** only offers the Brazilian instant payment method - PIX. The input of funds (money) into the **Bit2Me** account will be processed through SafetyPay.

SafetyPay is one of the leading online banking payment providers in America and is a real-time online payment solution. PIX is an instant payment system implemented by the Central Bank of Brazil (BCB), which aims to facilitate and speed up payments and transfers between accounts.

The amount contributed to the **Bit2me** account will be considered available when the payment clearing is effectively identified in the bank account owned by **Bit2me**. In the case of transfers via PIX, delays may occur due to the large volume of simultaneous transactions.

14.6 Exchange Services

The Wallet service allows transfers to be made between the wallets that a user has created. The user must indicate the amount to be exchanged and the wallet to which the funds are to be transferred.

14.7 PURCHASE AND SALES SERVICES

14.7.1 Purchase of cryptocurrencies

Bit2Me allows the purchase of cryptocurrencies. A purchase is an exchange between current currency or legal tender FIAT (euros) and cryptocurrencies.

As means of payment to pay the price of the cryptocurrency to be purchased by the user, **Bit2Me** supports: (i) payment from the EURO Wallet; (ii) payment from a cryptocurrency Wallet; (iii) payment by card; (iv) bank transfer; and (v) with Tikebit.

The quotation is determined by the moment at which the payment notification is received in **Bit2Me**, which can occur seconds after the payment.

14.7.2 Sale of cryptocurrencies

Bit2Me allows the sale of cryptocurrencies. A sale is an exchange of cryptocurrencies to FIAT currencies.

To do so, the user has to store the desired cryptocurrency and exchange those cryptocurrencies to any current or legal tender (euros) supported by **Bit2Me**.

14.8 Whitdrawal Services

Provided that the balance of funds in User's Wallet is greater than any minimum balance requirement necessary to satisfy any of your open positions, you may withdraw from your Wallet to an external account any amount of funds, up to the total amount of funds in your Wallet in excess of such minimum, less any fees charged by **Bit2Me** for such transactions (as described in clause 11 of Pricing for the Services).

14.8.1 Withdrawal with Euro Transfer

The user must indicate the details of the bank account to which he/she wants to receive legal tender (FIAT) and verify the informative summary of the operation before giving the order to send euros to his/her bank account.

In cases where, exceptionally, withdrawals are made FIAT currency (euros) to an external bank account whose ownership is not the same as the user, it must be

approved in advance by **Bit2Me**. In this case, the user will be fully responsible for the transfer made to the recipient, assuming responsibility for any offense committed with such action and exempting **Bit2Me** from any liability.

14.8.2. Withdrawal with cryptocurrencies

The user will be able to withdraw funds from his **Bit2Me** account through the cryptocurrencies supported by **Bit2Me**. It can only be done in those cryptocurrencies that support the withdrawal functionality.

To do so, the user must withdraw by entering the destination address of the desired cryptocurrency. The user should only send cryptocurrencies of the type that the destination address can receive.

The user accepts that **Bit2Me** may charge certain costs for such withdrawals on a strictly necessary basis, e.g., cost of miners, exchanges, etc.

Bit2Me is not responsible if the destination address indicated by the user in the withdrawal form is incorrect or if he/she cannot manage his/her private key that authorizes him/her to operate with the cryptocurrencies received.

Withdrawals of cryptocurrencies from the **Bit2Me** Platform can be verified in a compatible blockchain explorer, for example: for Bitcoin you can use https://explorer.bit2me.com.

For security reasons, cryptocurrency withdrawals may be manually reviewed by the Bit2Me team, and processed and sent to the blockchain network after review. This process will take the minimum time that is strictly necessary.

14.8.3. Users residing in Brazil

Users residing in Brazil must indicate the details of the bank account to which they wish to receive the FIAT currency, as well as other personal data requested by **Bit2Me** in order to carry out the transaction and check the informative summary of the operation before giving the order to send Reals to their bank account. If the User wishes the transfer to be made through the PIX instant payment system, he/she must inform his/her Pix Key.

Withdrawals of funds (FIAT currency) from the **Bit2Me** account to the user's bank account will be processed through FacilitaPay (CNPJ: 10.789.035/0001-05). FacilitaPay operates in a regulated manner and in accordance with the rules governing the Brazilian Payment System (SPB); the Foreign Exchange Market; and the Means of Payment. FacilitaPay is legally incorporated and regulated as an eFX provider, according to Central Bank Circular 3691/13, as amended from the publication of BCB Resolution No. 148/21; as an International Payments Facilitator and as a Correspondent Bank (BCB Resolution No. 3,954/2011).

In the exceptional cases in which FIAT currency withdrawals are made to an external bank account whose ownership does not coincide with that of the user, it must be previously approved by **Bit2Me**. In this case, the user will be fully

responsible for sending money to the recipient, assuming responsibility for any offense committed with such action and exempting **Bit2Me** from any liability.

13.9 Service Referral Program

It is an incentive program for people who recommend **Bit2Me** services to family and friends. The incentive consists of a portion of the net profit from the operations of **Bit2Me**'s cryptocurrency trading service.

The part of the net profit will depend on the level the user is at the moment of inviting other people, going up in level as he/she obtains more profit. The incentive table explaining how much can be earned depending on the level can be seen here.

The invitation must be made through an referral link. Referral links are obtained by accessing as a registered user to the Referrals section in the control panel of your user account.

To benefit from the referral program it is a prerequisite that the referred person registers on the **Bit2Me** website through the link provided and makes the minimum initial deposit as indicated in the terms of the referral program.

We recommend making sure that the distribution of the referral link is correct and making sure that the referred persons enter through that link in a browsing session that accepts cookies, avoiding that such links shared via social networks, Whatsapp or Telegram have been modified.

In order for the referred people to be registered and count in the referral panel, you must follow the process described in the following link Why doesn't an referral appear in my panel?

Bit2Me does not manually refer any user account to another.

The user has a control panel to follow the evolution of the incentives received, which are calculated in euros. Once these incentives reach the minimum amount indicated in the terms of the referral program, you can request a withdrawal to your **Bit2Me** wallet.

The user's participation in the Referral Program also requires acceptance of the specific terms and conditions of that service, which are available at https://bit2me.com/es/legal/afiliados.

14.10 Bit2Me Pro

The **Bit2Me** Pro Platform is an advanced centralized trading platform for buying and selling cryptocurrencies for experienced users, entrepreneurs, professionals and institutions. **Bit2Me** does not buy, sell or exchange any cryptocurrency or crypto-asset on its own behalf except for trades made on behalf of German users where **Bit2Me** fulfills each order on the spot as the counterparty on both sides of the transaction.

By using **Bit2Me** Pro the user confirms to have experience in buying and selling through the trading service, having advanced knowledge of the various functionalities of the service as well as the types of orders for buying and selling cryptocurrencies. In addition, the user accepts that buying and selling through such service is subject to a high market risk that may result in the loss of its assets. It is recommended to invest with caution. The User will trade the purchase and sale of its cryptocurrencies on the **Bit2Me** Pro Platform at its own risk.

Bit2Me Pro is an exchange of cryptocurrencies between **Bit2me** users, which are traded through the **Bit2me** Platform. This requires users to enter "Orders" to buy or sell. An "order" is created when users enter instructions in the **Bit2Me** Platform for the inclusion of buy or sell orders. When the order is entered they authorize **Bit2me** to execute a trade on its Platform based on the number of cryptocurrencies specified in the order. Users agree to pay Bit2Me the fees applicable to the Trades executed and authorize **Bit2Me** to deduct such fees from their Wallet.

14.10.1. DEFINITIONS:

Order book

Refers to the Portfolios of orders in which orders are entered to trade on the **Bit2Me** Platform.

Market Orders

Refers to an order to buy or sell a specific amount of a cryptocurrency at the best available price of the existing orders in the Order Book.

Limited Order

Refers to an order to buy or sell a specified amount of a cryptocurrency at a specified price. Such a Limit order will only be executed at the specified price or better.

Order Maker (Order Maker)

Refers to an order posted to the Order Book by entering a Limit Order below all pending sell orders to buy and above pending buy orders to sell. Such Order Maker will remain open at that price in the Order Book until cancelled or executed by one or more orders entered by another **Bit2Me** Customer at the same price.

Order Taker (Order Taker)

Refers to an order posted at the same price as one or more existing Orders. Such a Taker Order will result in immediate execution at that price and to the extent of the total quantity of such existing Orders.

Order with Stop

Refers to an instruction to enter an Order to buy or sell a specified amount of a cryptocurrency when the last price of the transaction in the Order Book reaches the

price specified in the Stop order. After a Stop Order is entered, it remains active until it is executed (i.e. when the price specified in the Stop Order is triggered).

14.10.2 GENERAL ISSUES

Authorization

When you submit an order you authorize **Bit2Me** to execute a transaction in accordance with that order and charge the corresponding commissions or fees.

Independence ratio

The user acknowledges and agrees that:

(i) **Bit2Me** is not acting as your agent, intermediary, broker, agent or advisor, and

(ii) no communication or information provided by **Bit2Me** shall be deemed or construed to be advice or counsel.

Confirmation of Operations.

Once the Services execute your transaction, a confirmation will be available electronically through the Services detailing the details of the transaction. You acknowledge and agree that the failure of the Services to provide such confirmation will not prejudice or invalidate the terms of the transaction.

Market rates.

If you select a market transaction, **Bit2Me** will attempt, on a commercially reasonable basis, to execute the transaction at or near the prevailing market exchange rate, as defined through the Services. You acknowledge and agree that the exchange rate information available through the Services may differ from the prevailing exchange rates available through other sources outside of the Services.

Market volatility.

In particular, during periods of high volume, illiquidity, rapid movement or volatility in the market for any Cryptocurrency or Currency, the actual market rate at which a market order or trade is executed may differ from the prevailing rate indicated through the Services at the time you place your market order. User understands that **Bit2Me** is not responsible for such price fluctuations. In the event of a market disruption or a Force Majeure event **Bit2Me** may do one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any action through the Services, including closing any open positions. Following such an event, when trading resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

Market operations.

You agree to maintain in your Wallet a sufficient amount of funds to meet the minimum balance requirements imposed by **Bit2Me** for users to engage in market order trading. You acknowledge that if You do not have sufficient funds to meet the minimum balance requirements, **Bit2Me** may automatically close some or all of Your open positions without notice. **Bit2Me** may modify such minimum balance

requirements, at its sole discretion. If your Wallet balance becomes negative, you agree to pay the amount of funds due to **Bit2Me** within 48 hours. You may not trade on a negative margin Wallet.

14.10.3 Orders

Users may order the purchase or sale of a specified number of cryptocurrencies at a price specified in the Quote Cryptocurrency itself (order), provided that the User has the required positive balance of the respective Cryptocurrency in the **Bit2Me** Wallet**,** such that it covers the total value of the order and applicable commissions. At the time of entering an order, the respective specified amount of Cryptocurrency identified in the order will be reserved from the User's Wallet. In order to perform a transaction, the user authorizes **Bit2Me** to assume temporary control of the cryptocurrencies disposed in the respective order.

In **Bit2Me Pro**, you can use different types of Orders:

Limited Orders

A Limit order will be immediately entered into the Order Book and may result in an Order Maker or Order Taker, or an order that is partially an Order Maker and partially an Order Taker. The entered order will remain in the Order Book until it is cancelled by the user.

Market Orders

Bit2Me cannot guarantee that a Market order will be executed at a particular price. User agrees and accepts that a Market order may be executed at different prices, depending on the quantity of the Market order and the quantities of the orders existing in the Order Book at that time. In particular, the User is aware and accepts that a Market order may be executed at a price less favorable than the price of the most recent transaction, which, in some cases, is significantly lower.

Orders with Stop

A Stop order must be entered as a Stop Limit order that sends a Limit order when the Stop price is triggered. Such a Stop order is not entered in the Order Book and is not displayed to others, but any resulting order (i.e. the Limit order when the Stop price is triggered) is published and visible.

The user is aware and acknowledges that the execution of a Stop Limit order cannot be guaranteed. The entered order will remain in the Order Book until it is cancelled or fully executed by the user.

Minimum order volumes

For orders placed on **Bit2Me Pro**, minimum order volumes apply. You will find the current minimum order volumes on the **Bit2Me** website.

Bit2Me will periodically update the above minimum order volumes to reflect the current state of the markets and the value of cryptocurrencies. User acknowledges

and agrees that these minimum order volumes may vary from time to time and are not guaranteed.

14.10.4. Execution and liquidation

Execution will take place whenever an Order Maker matches an Order Taker, and an order may match one or more orders at the same price. **Bit2Me** will settle the associated orders immediately in the form of respective debits and credits to the **Bit2Me** Wallets involved.

14.10.5. Order matching and priorities

Bit2Me associates Order Taker orders to Open Order Marker orders in each Order Book based on price and time priority. This means that, each time an Order Taker is entered, this order is associated to the oldest Order Maker order at the best price in the Order Book. If the Order Taker is not fully filled, it can be associated to any Order Maker after that price, in the same order of publication as those Order Maker orders. If such Order Taker is still not fully executed, as described above, it will be associated to one or more Order Maker orders at the next best price, in the same order of publication as such Order Maker orders. This process will be repeated until the Order Taker is fully executed.

14.10.6 Market integrity

All executed orders are final and may not be cancelled unless (i) **Bit2Me** is required to do so under applicable law or regulation, or (ii) due to a material technical error (e.g. orders or executions that do not comply with these rules). In the event of a technical error, **Bit2Me** will use all reasonable efforts and act in good faith in accordance with industry standards to restore positions that would have occurred had an error not occurred.

14.10.7 Cancellation of open orders

Bit2Me shall have the right to cancel open orders in the following circumstances:

> i.orders entered by **Bit2Me**   users who have violated the T&CG.

> ii.orders involving an obvious error with respect to price, quantity or other parameters

> iii.If required for technical reasons or by any applicable laws or regulations.

14.10.8 Interruptions

In the event that technical errors occur that adversely affect a **Bit2Me** User's ability to properly use **Bit2Me** Pro, or prevent its use, Bit2Me reserves the right to take appropriate action with respect to one or more Order Portfolios, in particular:

> i.Temporarily disable deposit or withdrawal of cryptocurrencies;

ii.Cancel Open Orders;

iii.Disable the option to enter new orders (the user could only cancel the existing ones), log in, access **Bit2Me** or access through APIs.

14.10.9 Prohibitions

Bit2Me users using **Bit2Me** Pro may not enter orders that result in auto-execution (i.e. the same **Bit2Me** Client would act as Order Maker and Order Taker for the transaction). In such a case, such orders will be rejected. If two orders of different amounts result in an auto-execution, the smaller order will be cancelled, and the larger order will be reduced by an amount equal to the smaller amount. The remainder of the larger order shall remain open.

In addition, it is prohibited to engage in any form of market manipulation (specifically including, but not limited to, front-running, wash trading, spoofing, layering, churning and quote stuffing). Any type of market manipulation (including actions inside and outside the **Bit2Me** Systems) is strictly prohibited. Market manipulation is any action taken by any market participant or a person acting in collaboration with a participant whose intent is:

- Defrauding or deceiving other users,
- Control or manipulate the **Bit2Me** Pro price or volume of a cryptocurrency,
- Assisting, encouraging, facilitating, financing, endorsing or supporting any of the above actions.

Bit2Me does not use protection mechanisms or automated **Bit2Me Pro** Stops on predetermined price legs. However, as set forth in the sections in the above terms, **Bit2Me** may, in its sole discretion, use **Bit2Me Pro** Stops or take other measures that appear appropriate to achieve market integrity, prevent market manipulation or maintain the proper functioning of the **Bit2Me** Systems.

14.10.10 Transparency and information

Bit2Me grants all **Bit2Me** Users the same right of access to **Bit2Me** Pro. In addition, all **Bit2Me** users receive full, real-time access to the available market information displayed on the **Bit2Me** Pro Platform. Market information includes the following:

i. Limit orders entered in the order books (price and quantity)

ii. All executions (price, quantity and time).

The **Bit2Me** Pro Platform does not show Stop orders that have been entered but not yet activated, nor any information about which user has entered or cancelled an order.

14.10.11 Use of B2M for the discount on Bit2Me Pro fees

"The payment of the fees applicable to the **Bit2Me** Pro service, which can be consulted through the following https://bit2me.com/comisiones, are made by the

User in FIAT currency. However, the User may choose to use its B2M to make the payment of the fees for the transactions carried out on **Bit2Me** Pro.

To activate the service described above, the User must activate the enabled tab called "Use B2M to pay fees", which can be viewed when accessing the main menu of **Bit2Me** Pro.

If the User activates the use of B2M to pay fees, **Bit2Me**, following the User's order, will proceed to make a change from B2M to FIAT currency in order to cover the payment of these fees. In this way, the User will be able to receive discounts on the payment of his fees. **Bit2Me** will bear the transaction cost of the change from B2M to FIAT currency, which will be made at the request of the User.

14.11 Bit2Me Pay

Bit2Me Pay is the **Bit2Me** service that allows users to make immediate transfers between **Bit2Me** Platform Wallets. The service is exclusively between registered users of the **Bit2Me** Platform.

Transfers will be allowed in any cryptocurrency supported by the Platform as well as transfers of current or fiat currencies of legal tender (FIAT). Transfers made exclusively in FIAT or Euros.

Transfers are made free of charge, without commissions and/or additional charges, both to the sender/ordering user and to the recipient/beneficiary of the transfers.

A maximum of 30 transfers per day can be made for a minimum equivalent value in Euros of 0.25 Euro cents.

14.11.1 Transfer Issuance Service Process:

- The issuer/ordering user of the transfer must access the service through the **Bit2Me** Platform.
- It is necessary to have an account registered in **Bit2Me** and to have the corresponding Wallet with a positive balance of the cryptocurrency or FIAT currency you wish to transfer.
- You should select the amount to be transferred and the channel of communication of the transfer notification to the recipient/beneficiary. To do this, enter the cell phone number or e-mail address of the recipient/beneficiary of the transfer.
- In the case of transfers to users of the Bit2Me platform, the email or cell phone of the recipient/beneficiary must match the one used by the latter on the Bit2Me platform, otherwise the Platform will not recognize the registered account.
- Transfers may not be made for amounts greater than the Wallet balance used by the sender/ordereor for the transfer.
- You will be able to review the data entered before proceeding to send the transfer.
- Once the transfer has been made, the amount of the cryptocurrency or FIAT currency used will be blocked for a period of 7 days, until the acceptance of

the transfer by the recipient/beneficiary, at which time the Wallet of the issuer/ordereor will be debited and the Wallet of the recipient/beneficiary will be credited.

14.11.2 Transfer Reception Service Process:

- The recipient/beneficiary user of the transfer will receive a notice through the communication channel introduced by the sender/ordereor with a link that will redirect the recipient/beneficiary to his/her account on the **Bit2Me** Platform.
- Those recipient users not registered in the **Bit2Me** Platform, if they wish to accept the amount transferred, must register in the **Bit2Me** Platform, accepting the Terms and Conditions, as well as the **Bit2Me** Privacy Policy. To acquire the status of user, they must pass the processes established in the Platform related to the Prevention of Money Laundering, without which they will not be able to acquire the status of users of the Platform and, therefore, will not receive the amount transferred by the issuer/ordering party.
- Recipient/beneficiary users with an account on the **Bit2Me** platform must accept the transfer from their **Bit2Me** account. In case they do not have a Wallet of the transferred cryptocurrency or FIAT currency, they must create the Wallet in the **Bit2Me** Platform in order to receive the transfer made by the issuer/orderor.
- Once the transfer has been accepted by the recipient/beneficiary, the Wallet of the issuing/ordering user will be debited and the Wallet of the recipient/beneficiary user will be credited.
- If within 7 days the recipient/beneficiary does not accept the transfer made by the issuer/orderor, the amount of the transfer made will be unblocked in the Wallet of the issuer/orderor, and the said amount will be available in the wallet of the issuer/orderor.
- In case of non-acceptance of the transfer by the recipient/beneficiary, the amount of the FIAT cryptocurrency or currency will be automatically unblocked after the end of the 7-day period.
- In those cases in which the transfer has not been accepted and the 7-day deadline for the release of the amount to be transferred has not been met, if the sender/ordering party would like to cancel the transfer or release it in advance, he/she should contact support through the following **Bit2Me** link https://support.bit2me.com/.

14.11.3 Data Protection

The sender/ordering party must provide personal data of the recipient/beneficiary in order to be able to notify the transfer. In accordance with data protection regulations, the sender/orderor assumes responsibility and guarantees to **Bit2Me** that he/she has previously obtained the informed consent of said recipient/beneficiary of the transfer to process his/her data in the terms described herein.

Bit2Me will process the personal data provided by the sender/orderor in the name and on behalf of the sender/orderor and will not use them for any purpose other than the communication of the transfer made.

In those cases in which personal data of third parties who have not acquired the status of user of the **Bit2Me** Platform are provided and the 7-day period established for the acceptance of the transfer by the recipient / beneficiary ends, **Bit2Me** will proceed to the immediate deletion of the personal data in their information systems, not performing any further processing of their personal data.

14.12 Trading risks

The User acknowledges and agrees that he/she shall access and use the Services at his/her own risk. The risk of loss in trading cryptocurrency pairs and cryptocurrency and currency pairs may be substantial. Therefore, the User should carefully consider whether such trading is suitable for him in light of his circumstances and financial resources. In any event he should bear in mind the following points:

- You may suffer a total loss of the funds in your Wallet and, in some cases, you may incur losses beyond those funds. If the market moves against your position, we may require you to provide a substantial amount of additional, short-term market trading funds to maintain your position. If you do not provide the required funds within the time required by us, your position may be liquidated at a loss, and you will be responsible for any resulting shortfall in your Wallet.
- Under certain market conditions, it may be difficult or impossible to liquidate a position. This may occur, for example, when the market reaches a daily limit of price fluctuation ("limit movement"), if there is insufficient liquidity in the market.
- Placing contingent orders, such as stop orders will not necessarily limit your losses to the expected amounts, as market conditions may make it impossible to execute such orders.
- All cryptocurrency positions involve risks, and an "extended" position cannot be less risky than an open "long" or "short" position.
- The use of leverage can work against you and for you, and can generate large losses and gains.

ALL OF THE FOREGOING ITEMS APPLY TO ALL CRYPTOCOIN PAIRS AND CURRENCY PAIRS AND CRYPTOCOIN BUSINESS. THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL OF THE RISKS AND OTHER ASPECTS ASSOCIATED WITH THESE BUSINESS.

14.13 Application programming interfaces

Bit2Me may provide access to specific information and data through APIs. The user will only be able to use them in their original, unmodified state through the **Bit2Me** Customer Account. Upon completion of the request for the creation of an API key, you will receive an email with a confirmation link. Once you click on the link in the email, you will receive the API key, which will be the only time it is displayed. If you do not remember this API key in the future, you may need to create a new one.

User acknowledges and agrees that the scope and specific form of the APIs is at **Bit2Me's** sole discretion, and that **Bit2Me** may modify or discontinue use of the APIs at its sole discretion at any time. **Bit2Me** may set limits on the number of API

calls that may be made, in its sole discretion. If you exceed these limits or violate any other terms of these Bit2Me ProTrade or TyCG Rules, **Bit2Me** may moderate your activity or cease offering you access to the APIs in its sole discretion.

You grant **Bit2Me** a worldwide, transferable, sublicensable, sublicensable, irrevocable, fully paid-up, royalty-free, non-exclusive right and license in all of your intellectual property rights to i) use your name, likeness or brand, including all of your trademarks, logos (hereinafter, the "Logos"), etc., to the extent incorporated into your application and in connection with the maintenance, development and promotion of our **Bit2Me** Services, and to ii) use, perform, display to the public, reproduce, distribute, make available and import your application for the purpose of providing, maintaining, developing and marketing the **Bit2Me** Services and Systems. Upon termination or cessation of use of your API, and written request by you, we will use commercially reasonable efforts to remove reference to your application and any of your Logos from our **Bit2Me** Systems.

The **Bit2Me** marks and names (the "**Bit2Me** Logos"), and all intellectual property rights therein, are and shall at all times remain the sole and exclusive property of **Bit2Me** and shall be protected by applicable laws and treaties. All rights not expressly granted herein shall remain.

It shall be your sole responsibility to properly secure and maintain the secrecy of your API keys. You agree to accept full responsibility for any use of **Bit2Me** that is facilitated through the API keys or by any other application you may authorize (including any activity by you or any third party that has access to your account information, with or without authorization).

14.14 Additional information

In order to facilitate the understanding of the use of the services provided, **Bit2Me** makes available to the user through its website https://support.bit2me.com/ a Knowledge Base that contains additional detailed information about the registration, buying and selling processes, as well as other information related to the referral program or the basic concepts about Cryptocurrencies and the **Bit2Me** Platform.

From the link indicated in the previous paragraph, the user may contact **Bit2Me** Support at any time to ask any questions he/she deems appropriate by selecting the "NEW TICKET" option.

15. OBLIGATIONS

Bit2Me is obligated to:

a) To attend with the greatest possible diligence all the consultations that the user can order derived from the use of the services included in the web page

b) To provide the service to the user in accordance with the provisions of these GENERAL CONDITIONS.

c) Maintain the **Bit2Me** Platform operational 24 hours a day, except for temporary interruptions for web maintenance services, technical or computer problems such as Internet crashes caused by any cause, computer attacks and similar situations that make it temporarily impossible to provide the service. This will be restored as soon as the incidents have been solved.

d) Report any movement that **Bit2Me** may consider suspicious for the purpose of compromising the security of the user's account, for further analysis of the same.

Bit2Me is not obligated to:

a) Carry out transactions that are intended to pass on to users cryptocurrencies from free distributions or AIRDROPS, nor from forks in the blockchain or FORKS. **Bit2Me** reserves the right to carry out these types of transactions as it deems appropriate and in the timeframes it deems appropriate.

The user undertakes to:

a) Provide the information required in the forms in the cases indicated in the previous sections when making a sale of cryptocurrencies.

b) Confirm acceptance of these GENERAL CONDITIONS by clicking on the button *"I have read and accept the GENERAL CONDITIONS".*

c) Communicate to **Bit2Me** all data necessary for access and use of services that require prior identification, which must be truthful, current and adjusted to reality.

d) Adopt the necessary security measures, both personal and material, to maintain the confidentiality of relevant data provided by **Bit2Me** or its *partners*, as well as immediately notify **Bit2Me** the loss, misplacement, theft, robbery or illegitimate access on their behalf and / or knowledge by third parties. You expressly agree that any use of the service made with your login credentials has been made by you.

e) Make proper use of the Services included in the **Bit2Me** Platform, always in accordance with the law.

f) Not to carry out any activity that hinders or interferes with the operation of the Services, including the **Bit2Me** Platform.

g) To be responsible for all operations made in your user account, exonerating **Bit2Me** from any responsibility.

16. RESPONSIBILITY

The user assures that he/she understands and has the necessary knowledge to use blockchain systems and services and is fully aware of the risks associated with the purchase and sale of cryptocurrencies and the use of the blockchain. **Bit2Me** shall

not be liable for any loss of cryptocurrencies or traditional currencies or situations that make it impossible to access them, which may result from any action or omission by the user.

The user accepts that the purchase/sale of cryptocurrencies may involve a high risk, due to price fluctuations that may lead to the increase or partial or total loss of the investment. The User acknowledges the risk involved in the sale of cryptocurrencies, so **Bit2Me** shall have no liability whatsoever for any losses or gains incurred by the User in selling his or her cryptocurrencies to **Bit2Me**.

Bit2Me 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 on their own initiative and does not arise from any activity or promotional offer **Bit2Me**.

Transactions in cryptocurrencies are irreversible, so the user must take the utmost precautions when making the payment or provide a correct public address of your wallet. The user will not claim from **Bit2Me** any amount in virtual currency or traditional currencies that are sent from your user account.

Bit2Me assumes no responsibility for failures in the internet network, cryptocurrency blockchains, banks or for any hacker's attack on the software that results in the loss or disappearance of cryptocurrencies owned by the user.

The user declares to be aware of all the risks involved in the possession of cryptocurrencies and therefore exonerates **Bit2Me** from any liability for the loss of their cryptocurrencies.

Any incidence in the operation of the banking entities will be the sole responsibility of the same.

Likewise, any incident derived from the use of the methods of payment and receipt of legal tender shall be the sole responsibility of the provider of the same.

Notwithstanding the foregoing, in the event that an error occurs during the process of buying and selling cryptocurrencies, the user may contact **Bit2Me's** support service at http://support.bit2me.com.

17. EXCLUSIONS OF LIABILITY

The Services offered through the **Bit2Me** Platform comply with the provisions of the Spanish legal system. **Bit2Me** is not responsible for those services that are not in accordance with the provisions of the laws of other countries to which the services offered through the **Bit2Me** Platform may be provided.

Bit2Me is released from any liability in the event of improper or unlawful use of the **Bit2Me** Platform by the User.

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

Bit2Me is not responsible for any failure, technical error, accident, breakdown, manipulation, interruption in the Service or any other incident that may arise in equipment or technical services outside **Bit2Me** whose use is necessary for the provision of the Service.

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

Bit2Me assumes no liability for misuse of the user's access credentials, unless it has previously reported its loss, theft or misplacement, in which case the user must immediately proceed to change them through the procedures that **Bit2Me** has established for this purpose. The replaced password will be canceled as a means of identification, at the same time that the new one is generated. The user expressly agrees that any use of the service made with your login credentials has been made by himself.

Bit2Me is not responsible for any loss of funds due to user deception by third parties, for example, a scam asking to be paid in cryptocurrencies for a service that never arrives.

Bit2Me prohibits the purchase of cryptocurrency on **Bit2Me** for the payment of a ransom that is typically demanded by *ransomware* (such as *Cryptolocker*). In case the user finds himself in this situation our team invites all users to contact the police and never make the payment.

The user shall be liable for any damages that may have been caused to third parties as a result of the data provided, including but not limited to, as a result of the following actions:

- Use of data that is not updated, false or does not correspond to reality.

- Use by third parties of the user's personal passwords.

Bit2Me does not recommend investing in cryptocurrencies to people who are not fully aware of the service they are contracting and understand correctly how it is being provided.

18. ASSIGNMENT AND SUBROGATION BIT2ME

Bit2Me may, if it deems necessary, assign or subcontract the contracts entered into with users to other entities to carry out the object of the contract as set forth in these GENERAL CONDITIONS.

19. MAINTENANCE AND TEMPORARY SUSPENSION OF SERVICE ON THE Bit2Me PLATFORM

Bit2Me will use reasonable efforts to ensure that you can access the services in accordance with these Terms and Conditions. However, **Bit2Me** may temporarily suspend the Services for maintenance or upgrades, and will use reasonable efforts to inform you of such Scheduled Maintenance. User acknowledges that this may not be possible in cases of emergency and accepts the risks associated with the fact

that User will not always be able to access, use or carry out transactions with the **Bit2Me** Account.

The service, therefore, may be interrupted by **Bit2Me** temporarily and without notice in those maintenance tasks that are necessary for the proper functioning of the **Bit2Me** Platform.

Failure to comply with the obligations listed below by the **Bit2Me** User will result in the temporary suspension of the **Bit2Me** Platform service:

a. **Bit2Me**'s detection of fraudulent transactions.

b. Lack of additional information necessary for user identification.

c. Not to accept possible updates of the GENERAL CONDITIONS or the Privacy Policy.

Suspension of service has the following consequences:

a. **Bit2Me** will communicate its decision to temporarily suspend your activity on the Platform, indicating the reason for the suspension, (except for a legal obligation not to do so), requiring the actions to be taken to regularize the situation.

b. The user will not have access to the Platform during this period and therefore will not be able to perform any operation on the Platform.

c. This temporary suspension becomes definitive after THIRTY (30) days from the beginning of the temporary suspension, if the situation has not been regularized or updated with the necessary information to continue operating in the **Bit2Me** Platform. After these THIRTY (30) days without regularizing the situation and, if you have a balance in any of the currencies in your *Wallet*, it will be blocked and will be considered an "account with an abandoned balance and/or deposit" and **Bit2Me** will apply the legal regulations in force or, if applicable, will act as ordered by the competent authorities.

20. EXTINCTION AND TERMINATION

This contract shall terminate for the following causes:

a. For non-acceptance of the modification of the Privacy Policy, of the GENERAL CONDITIONS or of the price of the service: The contract will be automatically terminated.

b. For breach by either party of any essential obligation of the contract: The other party may unilaterally terminate this contract.

c. By express wish of the user: The user may decide at any time to terminate the term of this contract for which you must communicate your decision to the following email address: info@bit2me.com. When this contract is

terminated for any reason, the user may not request **Bit2Me** to undo the operation or operations carried out throughout the duration of the contractual relationship. Therefore, no refunds of cryptocurrencies sold to **Bit2Me** or restitution of cash (legal tender) can be requested.

21. NULLITY OF ANY PROVISION

If for any reason any provision of these GENERAL CONDITIONS is deemed null and void, this shall not affect the rest of the provisions of the contract, which shall remain in force for the established term.

22. 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 safe 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**, S.L. at https://bit2me.com/es/legal/privacidad.

23. PREVENTION OF MONEY LAUNDERING

In accordance with the provisions of 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 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 documentally identify 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 Offenses, or ex officio, of any fact or transaction for which there is evidence or certainty that it is related to money laundering.

24. CUSTOMER SERVICE

A Help Desk is available for the user to contact an agent directly at the following address: https://support.bit2me.com.

25. INVOICING

In relation to the services for the purchase and sale of cryptocurrencies or crypto-assets provided by **Bit2Me**, and by virtue of the provisions of Article 20, paragraph one, item 18, letter m) of Law 37/1992, such mediation services are exempt from Value Added Tax and therefore:

There shall be no obligation to issue an invoice, except in the cases contained in paragraph 2 of [Article 2 of this Regulation](#), for the following transactions: a) Transactions exempt from Value Added Tax, by virtue of the provisions of Article 20 of its regulatory law, with the exception of the transactions referred to in paragraph 2 below. However, the issuance of invoice will be obligatory in the operations exempted from this Tax in accordance with article 20.

However, the issuance of an invoice will be obligatory in transactions exempt from this Tax in accordance with Article 20.One.2.º, 3.º, 4.º, 5.º, 15.º, 20.º, 22.º, 24.º, 25.º and 28.º of the Tax Law.

We only issue invoices and a copy of the invoice in any case in transactions in which the recipient is a company or professional acting as such, regardless of the tax regime to which the entrepreneur or professional performing the transaction is subject.

To do so, the customer must request the invoice from **Bit2Me**, and it will be delivered within 60 working days at the latest.

26. INTELLECTUAL AND INDUSTRIAL PROPERTY

The **Bit2Me** Platform, 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 authorization of the rights holders.

The design, images, signs, distinctive signs, trade name, trademarks, logos, products and services contained in **Bit2Me are** protected by Industrial Property Law.

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Alteration of the content or structure of this **Bit2Me** Platform by the user is strictly prohibited.

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