



## **GENERAL TERMS AND CONDITIONS OF THE BIT2ME PLATFORM SERVICES**

**VERSION: JUNE 2025**

## LEGAL INFORMATION

**BITCOINFORME, S.L.** (hereinafter **Bit2Me**), with registered office at Calle Germán Bernacer, 69, 03203, Elche, Alicante, SPAIN and with N.I.F. B-54835301, registered in the Mercantile Register of Alicante, in volume 3828, folio 110, Entry 1 with Page A-143230, is the owner of the website: <https://bit2me.com/> and the APP (iOS/Android) through which you can access the **Bit2Me** Platform.

## INDEX

<b>1. GENERAL DESCRIPTION</b>	<b>3</b>
<b>2. REQUIREMENTS FOR ACQUIRING USER STATUS</b>	<b>4</b>
<b>3. SERVICES PROVIDED BY BIT2ME</b>	<b>5</b>
<b>4. ENTRY INTO FORCE OF THE GENERAL TERMS AND CONDITIONS</b>	<b>5</b>
<b>5. PRIVACY POLICY</b>	<b>6</b>
<b>6. MODIFICATION OF GENERAL CONDITIONS</b>	<b>6</b>
<b>7. LINKS TO EXTERNAL SITES</b>	<b>6</b>
<b>8. MINORS</b>	<b>6</b>
<b>9. INFORMATION ON CRYPTOCURRENCIES</b>	<b>6</b>
<b>10. INFORMATION AND DOCUMENTATION REQUIREMENTS</b>	<b>7</b>
<b>11. ECONOMIC AND TIME LIMITS ON OPERATIONS</b>	<b>8</b>
<b>12. PRICE OF SERVICES</b>	<b>8</b>
<b>13. DURATION OF THE CONTRACT</b>	<b>9</b>
<b>14. BIT2ME SERVICES</b>	<b>9</b>
<b>14.1. GENERAL ISSUES</b>	<b>9</b>
14.1.1. Conditions and Restrictions	9
14.1.2. Accuracy of information	10
14.1.3. Cancellations	10
14.1.4. Insufficient funds	10
14.1.5. Taxation	10
<b>14.2. ELECTRONIC PURSE OR WALLET</b>	<b>10</b>
<b>14.3. CURRENCIES SUPPORTED</b>	<b>11</b>
<b>14.4. LIMITATIONS OF WALLETS</b>	<b>11</b>
<b>14.5. SERVICES FOR EURO TRANSACTIONS</b>	<b>11</b>
14.5.1. EURO e-money wallet	12
14.5.2. Transactions made through Bank Transfers	13
14.5.3. Card transactions	15
14.5.4. Cryptocurrency Storages	15
14.5.5. Users resident in Brazil	15
14.5.6. Users resident in Argentina	16
<b>14.6. EXCHANGE SERVICES</b>	<b>17</b>
<b>14.7. PURCHASE AND SALE SERVICES</b>	<b>17</b>
14.7.1. Purchase of cryptocurrencies	17
14.7.2. Selling cryptocurrencies	17
<b>14.8. WITHDRAWAL SERVICES</b>	<b>17</b>
14.8.1. Withdrawal by Euro Transfer	18
14.8.2. Withdrawal with cryptocurrencies	18
14.8.3. Users resident in Brazil	18
<b>14.9. SERVICE REFERRAL PROGRAMME</b>	<b>19</b>
<b>14.10 BIT2ME PRO</b>	<b>20</b>
14.10.1. Definitions:	20
14.10.2. General Bit2Me Pro Issues	21

14.10.3. Orders	22
14.10.4. Enforcement and settlement	23
14.10.5. Order matching and priorities	23
14.10.6. Market integrity	24
14.10.7. Cancellation of open orders	24
14.10.8. Interruptions	24
14.10.9. Prohibitions	24
14.10.10. Transparency and information	25
14.10.11. Using B2M for Bit2Me Pro commission rebates	25
14.11. BIT2ME PAY	26
14.11.1. Process of the transfer issuing service:	26
14.11.2. Process of the transfer reception service:	26
14.11.3. Data protection	27
14.12 BIT2ME SAVE / RECURRENT PURCHASES	27
14.13 SPACE CENTRE	27
14.14 ACADEMY	28
14.14.1. Responsibility.	29
14.14.2. Exclusions of liability.	29
14.14.3. Links to content.	30
14.14.4. Intellectual and industrial property.	30
14.14.5. Data protection.	30
14.14.6. New functionalities and modification of the terms of service	31
14.14.7. Contact	32
14.15 TRADING RISKS	32
14.16. APPLICATION PROGRAMMING INTERFACES	32
14.16. ADDITIONAL INFORMATION	33
<b>15. OBLIGATIONS</b>	<b>34</b>
<b>16. RESPONSIBILITY</b>	<b>35</b>
<b>17. EXCLUSIONS OF LIABILITY</b>	<b>36</b>
<b>18. ASSIGNMENT AND SUBROGATION BIT2ME</b>	<b>37</b>
<b>19. MAINTENANCE AND TEMPORARY SUSPENSION OF SERVICE ON THE BIT2ME PLATFORM</b>	<b>37</b>
<b>20. DORMANT ACCOUNTS</b>	<b>38</b>
<b>21. COMPENSATION CLAUSE</b>	<b>39</b>
<b>22. EXTINCTION AND TERMINATION</b>	<b>39</b>
<b>23. INVALIDITY OF ANY PROVISION</b>	<b>39</b>
<b>24. DATA PROTECTION</b>	<b>40</b>
<b>25. PREVENTION OF MONEY LAUNDERING</b>	<b>40</b>
<b>26. CUSTOMER SERVICE</b>	<b>40</b>
<b>27. INVOICING</b>	<b>40</b>
<b>28. INTELLECTUAL AND INDUSTRIAL PROPERTY</b>	<b>41</b>
<b>29. APPLICABLE LAW AND COMPETENT JURISDICTION</b>	<b>41</b>

# 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** 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>, the Platform located in said domain and the APP as well as its content, its main activity being to provide through the Platform different services for the purchase and sale of cryptocurrencies or cryptoassets (hereinafter cryptocurrencies), through the electronic wallet custody service (hereinafter *Wallet*) that allows the user to exchange virtual currency for fiat currency (euros), the conversion and transfer between the different types of supported cryptocurrencies, the purchase and sale of cryptocurrencies, and the centralised services of the trading platform, as well as other additional services to help and support the exchange of cryptocurrencies.

These GENERAL TERMS AND CONDITIONS must be accepted by the User in order to use the **Bit2Me** Platform services that require prior acceptance through the website <https://Bit2Me.com> or through the Application for Smartphone and Tablets Android and iOS located in [Google Play](#), [App Store](#) (hereinafter, Platform or Application or APP).

If 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.

By expressly accepting 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 out in them.

## 2.REQUIREMENTS FOR ACQUIRING USER STATUS

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

In cases where the user accesses the platform in the name and on behalf of a legal entity, the user accepts and declares that he/she has sufficient powers of representation to bind the legal entity or company he/she represents in the contracting of services. In such cases of 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 presume that they have been made by the latter.

The acquisition of the condition of User implies the reading and express acceptance without reservation of the terms of these GENERAL CONDITIONS and the Legal Notice and Privacy Policy of the **Bit2Me** Platform, which states having known prior to acceptance, being able to be stored and reproduced by it. Registration as a user of the **Bit2Me** Platform is a prerequisite for contracting **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 signing these GENERAL TERMS AND CONDITIONS.

The username and password generated that will allow the user to identify themselves and use the services of the **Bit2Me** Platform, are strictly personal and confidential. User shall be responsible for maintaining the confidentiality of the same. Consequently, the User expressly accepts that **Bit2Me** presumes that the use of the service made using their identification keys are made by the registered User, unless the User has previously reported the loss or theft of the same, in which case the User must immediately proceed to change them. The password may 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 that the new one is generated.

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

**Bit2Me** shall adopt organisational and technical measures on its computer equipment aimed at ensuring proper use of the Service by Users and to prevent unauthorised access aimed at unauthorised disclosure of the content of the User's financial information accessible through the Service.

## 3.SERVICES PROVIDED BY BIT2ME

**Bit2Me** provides through the Platform different services for buying and selling cryptocurrencies or cryptoassets (hereinafter cryptocurrencies), through the electronic wallet custody service (hereinafter *Wallet*) that allows the user to exchange virtual currency for fiat currency (euros), the conversion and transfer between the different types of supported cryptocurrencies, the purchase and sale of cryptocurrencies, and the centralised services of the trading Platform, as well as other additional services of help and support for the exchange of cryptocurrencies.

**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 for the purpose of committing illegal actions.

## 4.ENTRY INTO FORCE OF THE GENERAL CONDITIONS

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

However, and in compliance with the provisions of [article 28 of Law 34/2002 of 11 July 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. When relevant changes and modifications are made, they will be notified to users, and it is the user's responsibility to review these GENERAL TERMS and CONDITIONS accessible at <https://Bit2Me.com>.

For these purposes, the user will be considered to fully accept 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/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 SITES

On the Platform you will find links to third party websites, which are governed by their own conditions, not being **Bit2Me** responsible for the operations that through these entities outside **Bit2Me** User can perform. Likewise, the Privacy Policy or General 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 **Bit2Me** Website or Application, and any application for membership in **Bit2Me** by a minor under the age of eighteen (18) will be denied.

## 9. INFORMATION ON CRYPTOCURRENCIES

Transactions in cryptocurrencies or cryptoassets are done directly, without the need for an intermediary. Unlike most legal currencies, cryptocurrencies are not backed by any government and do not rely on trust in any central issuer, but use other systems to prevent double-spending and achieve consensus among all nodes in the network.

Every transaction that takes place between the users of its network is recorded and a digital signature is created to prevent fraud and counterfeiting, and 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 the **Bit2Me** user involved in a transaction to be identified, but the user has to be aware 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 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 erroneous data, so **Bit2Me** is not responsible for the transfers made by users. **Bit2Me** may apply, in case of errors attributable to the user, the fees 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 natural or legal persons accessing the Web site.

The acquisition of the status of User for the provision of services offered by **Bit2Me** requires that users who register on the Platform and provide certain information necessary for compliance with the [Law 10/2010 of 28 April, 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 carried out 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 carried out by the end user ([see table economic thresholds](#)).

The information requested may consist of, among others, the mobile phone number and the amount of the transaction, the name and surname, the user name and password, the e-mail address, the security code sent to the e-mail or the security code required for double authentication, the profession and date of birth, as well as other possible data or information necessary according to 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, for example, 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 28 April, on the prevention of money laundering and the 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 can find information on the limits of the services offered, as well as the price or commissions 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 on the basis of multiple variables, notably:

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

These variables result in an optimal real-time exchange rate 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 these third parties, 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 TERMS AND CONDITIONS in the event of a change in the conditions of use, and may pass the changes to these TERMS AND CONDITIONS on to its users.

In this regard, any change in the fees 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 23 November, on services payment and other urgent measures in financial matters.](#)

Information on the e-money institution, as well as on the 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 executed in the **Bit2Me** Pro order wallet. Fees will be charged in the cryptocurrency received by the user and will be calculated as a percentage of the number of orders. Fees 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* fee will be applied to the part published as an *Order Maker* and an *Order Taker* fee will be applied to the part published as an *Order Taker*.

You acknowledge and agree that **Bit2Me** Pro fees may vary from time to time between different Order Portfolios and may be updated accordingly. Such updated fees shall 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 [link](#) below.

**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 all payment obligations to **Bit2Me** have been fulfilled.

## 14. BIT2ME SERVICES

### 14.1. GENERAL ISSUES

#### 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. You represent and warrant 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 perform such transaction or provide such service. If an order or service request has been partially completed, you may cancel the remainder without completing it unless the order relates 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. Taxation

You are responsible for determining which 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 OR WALLET

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

You must also accept these GENERAL CONDITIONS and Privacy Policy in all its terms by clicking on the button "*I have read and accept the GENERAL CONDITIONS*" after consulting them through the hyperlinks established for this purpose or by requesting that they be sent by e-mail to [info@Bit2Me.com](mailto:info@Bit2Me.com).

**Bit2Me**, in accordance with the provisions of [article 27.1 of Law 34/2002, of 11 July, on information society services 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 28 April, on the prevention of laundering money and terrorist financing](#); in the event that the user refuses to grant this data, **Bit2Me** may unilaterally carry out the termination of the service.

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

#### 14.3. CURRENCIES SUPPORTED

The Platform or Application supports the main cryptocurrencies on the market, as well as some of the main current or fiat currencies of legal tender FIAT (euros). Currently the only legal tender accepted by **Bit2Me** is the Euro.

#### 14.4. LIMITATIONS OF WALLETS

Due to technical limitations some **Bit2Me** cryptocurrency wallets may not have the ability to store, withdraw, 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 to ensure that the supported cryptocurrencies are fully functional.

#### 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 be able to provide these services and offer secure transactions in euro, Bit2Me offers two modalities:

- i. Open and maintain an e-money wallet that allows you to store e-money 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 e-money institution, as detailed below.
- ii. Directly transfer the euros for the operations you wish to carry out. In this case, until Bit2Me has verified receipt of the funds, it does not authorise the cryptocurrency transaction.

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

#### 14.5.1. EURO e-money wallet

One of the ways to trade on 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) money will not be protected by the Financial Services Compensation Scheme or any Guarantee Fund or similar institution.

Users 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 can access the General Terms and Conditions of the Electronic Money Purse service through its website [www.pecunpay.es](http://www.pecunpay.es).

Bit2Me also collaborates with BANCO BILBAO VIZCAYA ARGENTARIA S.A (hereinafter, BBVA) with CIF A48265169, a Spanish bank with headquarters in Bilbao, one of the largest financial institutions in the world, supervised and registered with the Bank of Spain under

number 0182. As with PECUNPAY, the user can access the General Terms and Conditions of the BBVA electronic money wallet service through its website (insert website).

Users who register with Bit2Me will be able to access both PECUNPAY and BBVA services. To do so, they must expressly select the "electronic money wallet" option, which will allow them to have an electronic money account for storing euros for buying and selling transactions. Users must give their consent and authorisation for either PECUNIA CARDS EDE, S.L. or BANCO BILBAO VIZCAYA ARGENTARIA S.A. to carry out payment transactions arising from the contractual relationship between Bit2Me and the User, as well as transactions between Users. This authorisation is granted when the User accepts these GENERAL CONDITIONS for contracting Bit2Me, which contain information about PECUNPAY and BBVA, and expressly requests the electronic money wallet option in the Bit2Me application.

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

#### **Authorisation of debits/credit memos**

When you request that we debit an amount from your e-money EURO Wallet to your external account or request that we credit an amount from your external account to your EURO Wallet, you authorise **Bit2Me** to execute such transaction through the authorised e-money institution.

Before any payment or debit is made through the e-money EURO Wallet, **Bit2Me**, and PECUNIA CARDS EDE, S.L. or BANCO BILBAO VIZCAYA ARGENTARIA, as appropriate, may carry out all checks and controls for the purpose of preventing fraud, money laundering, terrorist financing and other financial crimes. This may result in a delay or even the impossibility of carrying out the FIAT Money (Euro) transaction 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. Transactions made through Bank Transfers**

In addition to the above, and for those customers who do not wish to maintain the electronic money account of PECUNPAY or BBVA Bank, when they want to make transactions only for the purchase of cryptocurrencies, they can directly transfer the euros to the account opened in **CLEAR JUNCTION LIMITED**. It is very important to note that **Bit2Me** is not responsible for maintaining the funds transferred by users in these accounts, since these funds are only transferred to carry out the operations that the user has ordered at any given time.

Therefore, the User may make purchases of cryptocurrencies by means of bank transfers with FIAT money (euros), using the bank transfer services provided by his/her own credit institution or by the payment services of his/her external account. In all bank transfers, the payer and payee must match the details previously provided by the user.

If strictly necessary, **Bit2Me** reserves the right to temporarily stop the debit or credit for the purpose of collecting additional information from the user and the payment method used, or even to refund the payment, and the costs of the refund specified at <https://Bit2Me.com/comisiones> may be applied at the user's expense.

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

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

**VERY IMPORTANT:**

- 1) The purchase of cryptocurrencies via bank transfer can be done through the SEPA system (*Single Euro Payments Area*) or the SWIFT system (*Society for Worldwide Interbank Financial Telecommunication*).
- 2) SEPA credit transfers shall be executed in accordance with [EU Regulation 260/2012 and the user's bank shall execute the transfer](#). The user shall provide all the data required by the regulations in force at any given time by the credit institutions or payment service providers participating in the transaction. The user is responsible for the completeness and accuracy of the data provided, exonerating **Bit2Me** and the other credit institutions or payment services 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 full reference and may omit the hyphen and/or full stop from the reference if his credit institution or payment service provider does not allow him to enter these characters.
- 5) The user must transfer a sufficient amount in Euros for the requested transaction to 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", as **Bit2Me** and the rest of the credit institutions or payment services participating in the transaction comply with the due diligence measures indicated in the EU Directives and



Regulations, as well as Spanish and European 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), the European Free Trade Association (EFTA) and Member States that have joined the European Payments Area (SEPA). The list of countries in the SEPA area can be accessed at any time at the following website: [https://www.sepaesp.es/sepa/es/secciones/enlaces/Listado\\_de\\_paise/](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 money (euros), payment cards can also be used 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.

At **Bit2Me** we care 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. Cryptocurrency Storages

The user can store cryptocurrencies in their **Bit2Me** wallets for the cryptocurrencies supported by **Bit2Me**. This can only be done in those cryptocurrencies that support the storage functionality.

To do so, the user must send the cryptocurrencies 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 the **Bit2Me** storage addresses. All cryptocurrency storages from the **Bit2Me** Platform can be checked in a compatible blockchain browser, 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 in order to facilitate or perform a transaction.

#### 14.5.5. Users resident 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 fiat currency in its Wallet for the



placement of cryptocurrency Purchase Orders. The deposit of funds (FIAT fiat currency) in its Wallet may be made by the User by means of the 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. Incoming funds (money) to the Bit2Me account will be processed through SafetyPay.

SafetyPay is one of the leading online banking payment providers in the Americas 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 credited to the Bit2me account will be considered available when the payment clearing is actually identified on the Bit2me bank account held by Bit2me. In the case of transfers via PIX, delays may occur due to the high volume of simultaneous transactions.

#### 14.5.6. Users resident in Argentina

Similarly, in order to provide the possibility of buying, selling and storing cryptocurrencies to users residing in Argentina, Bit2Me has taken the necessary steps so that all users residing in Argentina can operate on its platform. In this regard, in order to guarantee secure operations, the Argentine pesos deposited by users will be converted into a stablecoin so that, if this swap is not executed, Purchase Orders for the purchase of cryptoassets cannot be executed. Users may deposit funds into their Wallet by bank transfer up to the limit predefined by the service provider.

In this regard, for users residing in Argentina, Bit2Me will process incoming funds through CONEXIÓN DE ALTURA S.A., a company duly incorporated under the laws of the Republic of Argentina, registered on 22/06/2022 in the "Registro de Proveedores de Servicios de Pago" under number 34.503.

The provider aims to streamline payments between accounts, in that, through this service, the user will be able to dispose of the credited funds immediately. Consequently, the amount deposited by the user in the Bit2Me account will be converted to Tether (USDT) and will be available when the payment has been identified and credited by CONEXIÓN DE ALTURA S.A.

The conversion from Argentine Pesos (ARS) to the stablecoin that Bit2Me deems appropriate to make the conversion will be made according to the official exchange rate established by the Argentine Authorities at the time of the transaction. This official exchange rate is the one published daily in [indicate official source, Central Bank of Argentina or equivalent source] and may be subject to change without prior notice.

Any user residing in Argentina who intends to create an account and operate on the Bit2Me platform must accept these terms and conditions, the Bit2Me Privacy Policy (available at: <https://bit2me.com/es/legal/privacidad>) and the CONEXIÓN DE ALTURA S.A. terms and conditions (available at: <https://bit2me.com/es/legal/rampy>).

As mentioned above, CONEXIÓN DE ALTURA S.A. is a payment service provider with registered office in Argentina, so all matters relating to personal data protection, applicable jurisdiction, prevention of money laundering, financing of terrorism and other applicable regulations in relation to the services provided by CONEXIÓN ALTURA S.A. will be governed by the laws in force in Argentina. For more information about the conditions of the service used by Bit2Me for the provision of services for the purchase, sale and custody of cryptocurrencies in Argentina please contact: <https://bit2me.com/es/legal/rampy>

## 14.6. EXCHANGE SERVICES

The Wallet service allows exchanges 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 sent.

## 14.7. PURCHASE AND SALE SERVICES

### 14.7.1. Purchase of cryptocurrencies

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

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

### 14.7.2. Selling cryptocurrencies

**Bit2Me** allows the sale of cryptocurrencies. A sale is an exchange of cryptocurrencies into FIAT money (euros).

To do so, the user has to store the desired cryptocurrency and exchange these cryptocurrencies into a current or legal tender (euro) currency supported by **Bit2Me**.

## 14.8. WITHDRAWAL SERVICES

Provided that the balance of funds in the 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 the Services Pricing).

### 14.8.1. Withdrawal by Euro Transfer

The User shall indicate the details of his/her external bank account to which he/she wants to receive the FIAT money (Euro) and verify the information summary of the transaction before confirming the transfer order.

In cases where, exceptionally, withdrawals are made FIAT money (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 offence 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 must only send cryptocurrencies of the type that the destination address can receive.

You agree 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 you cannot manage your private key that authorizes you to operate with the cryptocurrencies received.

Withdrawals of cryptocurrencies from the **Bit2Me** Platform can be checked in a compatible blockchain browser, e.g. 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 as little time as is strictly necessary.

#### 14.8.3. Users resident in Brazil

Users residing in Brazil must indicate the details of the bank account to which they wish to receive the FIAT fiat currency, as well as other personal details requested by Bit2Me in order to carry out the transaction and check the informative summary of the operation before giving the order to send the Reais 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 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 exceptional cases where FIAT cash withdrawals are made to an external bank account whose ownership does not match that of the User, it must be approved in advance by Bit2Me. In this case, the User will be fully responsible for sending the money to the recipient, assuming responsibility for any offence committed by such action and exempting Bit2Me from any liability.

#### 14.9. REFERRAL PROGRAMME SERVICE

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

The share of the net profit will depend on the level of the user at the time of inviting other people, with the level increasing as the user earns more profit. The incentive table explaining how much you can earn depending on your level [can be found here](#).

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

In order to benefit from the referral programme, it is a prerequisite that the referred person registers on the **Bit2Me** website via the link provided and makes the minimum initial storage indicated in the terms of the referral programme.

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

For referrals to be registered and count in the referral panel, follow the process described in the following link [Why doesn't a 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 counted 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 Programme requires, in addition, acceptance of the specific terms and conditions of that service, which are available at <https://Bit2Me.com/es/legal/referidos.afiliados>.

#### 14.10 BIT2ME PRO

The **Bit2Me** Pro Platform is an advanced centralised 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** fulfils each order on the spot as the counterparty on both sides of the transaction.

By using **Bit2Me Pro**, the User confirms that he/she has experience in buying and selling through the trading service and has advanced knowledge of the various functionalities of the service, as well as of the types of orders for buying and selling cryptocurrencies. Furthermore, the user accepts that buying and selling through the trading service is subject to a high market risk that may result in the loss of the user's assets. Investing with caution is recommended. The User shall trade the purchase and sale of his or her cryptocurrencies on the **Bit2Me Pro** Platform at his or her 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 on the **Bit2Me** Platform for the entry of buy or sell orders. When the order is entered they authorise **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 Transactions made and authorise **Bit2Me** to deduct such fees from their Wallet.

#### 14.10.1. Definitions:

##### **Order book**

Refers to the Portfolios of orders into which orders are entered for trading 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 all 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 transaction price in the Order Book reaches the price specified in the Stop Order. After a Stop Order is entered, it remains active until executed (i.e. when the price specified in the Stop Order is triggered).

## **14.10.2. General Bit2Me Pro Issues**

### **Authorisation**

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

### **Independent relationship**

You acknowledge and agree that: (i) **Bit2Me** is not acting as your agent, intermediary, broker 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 made 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 shall 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 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 be different from the prevailing rate indicated through the Services at the time you place your market order. You understand 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 sufficient funds in your Wallet 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 change 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 (order) itself, 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 the applicable fees. At the time of entering an order, the respective specified amount of cryptocurrency identified in the order shall be reserved from the User's Wallet. In order to carry out a transaction, the user authorises **Bit2Me** to take temporary control of the cryptocurrencies disposed of in the respective order.

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

#### **Limited Orders**

A Limit order shall be immediately entered into the Order Book and may result in either an Order Maker or an 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 cancelled by the user.

#### **Market Orders**

**Bit2Me** cannot guarantee that a Market order will be executed at any 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 orders 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 favourable 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 into 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 acknowledges and recognises that the execution of a Stop Limit Order cannot be guaranteed. The order entered will remain in the Order Book until it is cancelled or fully executed by the user.

#### **Minimum order volumes**

For orders placed in **Bit2Me Pro**, minimum order volumes apply. You can 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. You acknowledge and agree that these minimum order volumes may vary from time to time and are not guaranteed.

#### 14.10.4. Enforcement and settlement

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 with Open *Order Maker* 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 with the oldest *Order Maker* order at the best price in the Order Book. If the *Order Taker* is not fully filled, it can be attached 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 shall be attached 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 shall 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 its reasonable endeavours 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 law or regulation.



Notwithstanding the above, all open orders that have not been executed within a maximum of 30 days shall be deemed to have expired and shall be automatically deleted.

#### 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:

- iv. Temporarily disable the storage or withdrawal of cryptocurrencies;
- v. Cancel Open orders;
- vi. Disable the option to enter new orders (the user would only be able to cancel existing orders), log in, access **Bit2Me** or access via 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 (including specifically, but not limited to, *front-running*, *wash trading*, *spoofing*, *layering*, *churning* and *quote stuffing*). Any form 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 market participant whose intention is to:

- Scamming or misleading other users,
- Control or manipulate the **Bit2Me Pro** price or volume of a cryptocurrency,
- Assist, encourage, facilitate, finance, endorse or support any of the above actions.

**Bit2Me** does not use protection mechanisms or automated **Bit2Me Pro Stops** at predetermined price ranges. However, as set out in the sections in the above terms and conditions, **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. The market information includes the following:

- vii. Limit orders entered in the order books (price and quantity);
- viii. All executions (price, quantity and time).

The **Bit2Me Pro** Platform does not display 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. Using B2M for Bit2Me Pro commission rebates

"Payment of the fees applicable to the Bit2Me Pro service, which can be consulted via the following [LINK], is made by the User in FIAT money. However, the User may choose to use its B2M to pay the fees for transactions carried out on Bit2Me Pro.

To activate the service described above, the User must activate the enabled tab called "Use B2M for commission payments", which can be viewed when accessing the Bit2Me Pro main menu.

In case the User activates the use of B2M for the payment of commissions, Bit2Me, following the User's order, will proceed to make a switch from B2M to FIAT in order to cover the payment of such commissions. In this way, the User will be able to receive discounts on the payment of his commissions. Bit2Me shall bear the transaction cost of the switch from B2M to FIAT, which shall be carried out at the request of the User.

#### 14.11. BIT2ME PAY

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

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 can be made per day for a minimum cryptocurrency countervalue in Euro of 0.25 Euro cents.

##### 14.11.1. Process of the transfer issuing service:

- The sender/ordering user of the transfer must access the service through the **Bit2Me** Platform.
- It is necessary to have a registered **Bit2Me** account and to have the corresponding Wallet with a positive balance of the cryptocurrency you wish to transfer.
- The amount to be transferred and the channel of communication of the transfer notification to the recipient/beneficiary must be selected. To do this, you must enter the mobile 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 address or mobile phone number of the recipient/beneficiary must match the one used by the latter on the **Bit2Me** platform, otherwise the Platform will not recognise the registered account.
- Transfers cannot be made for amounts greater than the Wallet balance used by the sender/ordering party for the transfer.
- You will be able to review the data entered before sending the transfer.
- Once the transfer has been made, the amount of the cryptocurrency will be blocked until it is actually sent and the Wallet of the issuer/ordering party is debited and the Wallet of the recipient/beneficiary is credited. Transfers must not be accepted by the beneficiary user.

#### 14.11.2. Process of the transfer reception service:

- The recipient/beneficiary user of the transfer will receive a notification via the communication channel introduced by the sender/ordering party with a link that will redirect the recipient/beneficiary to his/her account on the **Bit2Me** Platform.
- Recipient users who are not registered on the **Bit2Me** Platform must register on the **Bit2Me** Platform, accepting these GENERAL CONDITIONS, as well as the **Bit2Me** [Privacy Policy](#). To acquire the status of user, they must pass the processes established in the Platform relating 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.
- If they do not have a cryptocurrency wallet, they must create a wallet on the **Bit2Me** platform in order to receive the transfer made by the sender/ordering party. If the recipient/ordering party has not created a Bit2Me account within 7 days of the transfer being sent, the transfer will be cancelled.
- Once the transfer has been made, the Wallet of the issuer/ordering user will be debited and the Wallet of the recipient/beneficiary user will be credited.

#### 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/ordering party is responsible for and guarantees **Bit2Me** that he/she has previously obtained the informed consent of the recipient/beneficiary of the transfer to process his/her data in accordance with the terms described herein.

**Bit2Me** will process the personal data provided by the sender/ordering party in the name and on behalf of the sender/ordering party 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. TRAVEL RULE

The timescales for executing transfers may vary depending on the type of cryptoassets in question. Bit2Me will act with the utmost diligence to make the transfer as fast as possible. The maximum transfer time will depend on:

- (a) Receipt of the information to be provided;
- (b) Checks on the prevention of money laundering and terrorist financing that Bit2Me is required to carry out;
- (c) The actual execution time of the transfer in the relevant DLT network.

In any case, in order for the transfer to be executed, the following minimum information must be provided:

- a. The name of the beneficiary;
- b. The blockchain address of the wallet where you want to transfer the crypto-assets and the crypto-asset account number to which you want to transfer them, where such an account exists and is used to process transactions;
- c. The crypto-asset account number where you want to transfer crypto-assets, in cases where a crypto-asset transfer has not been registered in a network using distributed registration technology or similar technology;
- d. Your address, including country;
- e. the official identity card number and customer identification number or, alternatively, the date and place of birth; and
- f. Where applicable, the current LEI or, in the absence of a current LEI, any equivalent official identifier of the consignee that is available.

If this data is not transmitted or not transmitted in full, no transmission can take place for legal reasons. It is also important that you enter the data correctly as a transfer to a different blockchain address or to a different blockchain can no longer be reversed and will result in an irreversible loss.

In the case of a transfer of cryptoassets from or to a self-hosted or self-custodied wallet, the total amount of which exceeds the legally defined limit (1,000 euros), Bit2Me will additionally carry out a legally prescribed technical verification procedure to determine whether the wallet is owned or controlled by Bit2Me.

Before transferring crypto-assets:

- we will advise whether and when the transfer of cryptoassets will be irreversible or sufficiently irreversible in the case of probabilistic settlement;
- we will inform you of any charges you may incur for the transfer of crypto-assets.

In addition, we will provide the following information after each transfer:

- the names of the payer and the payee;
- the address of the distributed ledger or cryptoasset account number of the originator and the beneficiary;
- a reference allowing the customer to identify each cryptoasset transfer;
- the amount and type of cryptoassets transferred or received;

- the debit or credit value date of the cryptoasset transfer;
- the amount of any charges, fees or commissions related to the transfer of crypto-assets and, where applicable, a breakdown of the amounts of such charges.

#### 14.13. BIT2ME SAVE / RECURRING PURCHASES

It is a service offered to Bit2Me users to make periodic or recurring purchases of cryptoassets in exchange for fiat money automatically. Users can choose the cryptocurrencies they want to buy available as indicated in [this link](#), the amount in euros they want to buy and how often they want to do it (once, daily, weekly, monthly, etc.). The payment method in euros can be made through the card that the user has added in their profile or through a bank transfer that the user will make to their Euro Wallet. On the date on which the user has chosen to purchase the cryptocurrencies, Bit2Me will proceed to execute the transaction at the existing market rate on that date and will deposit in the user's Crypto Wallet the countervalue of the cryptocurrencies obtained for the amount of euros selected in the initial order.

Once the user has established a recurring purchase, he/she may cancel it at any time.

#### 14.14. SPACE CENTRE

Space Center is configured as a tiered system through which Bit2Me and B2M Holders users can obtain greater advantages and benefits in all services and products of the Bit2Me Suite in a simpler and more accessible way. Thus, it is one of the ways in which Bit2Me strives to compensate and thank loyal customers for their regular use of the Bit2Me Platform through various benefits in all Bit2Me products. In addition, this system complements the usefulness of the Bit2Me token, the B2M.

Within Space Center, users must complete missions to earn points and climb through the different levels. The higher the level the user is at, the greater the advantages and benefits.

Once the user has registered their account on the **Bit2me** Platform, they will **automatically** have access to the **Bit2Me** Space Center, where they will find the different functionalities it offers.

The purpose of this service is to provide users with different benefits for the use of **Bit2Me** Platform services. To do this, users must level up by obtaining points by completing the missions published periodically in the **Bit2Me** Space Center.

The points and benefits obtained through the Space Center loyalty system are **personal and non-transferable**.

**The user will be able to know at all times the benefits associated with the different levels of Space Center in their Bit2Me Platform account profile.**

The user's participation in the Space Center system is governed by the Specific Conditions of the system which are available at: <https://bit2me.com/es/legal/space-center>.

## 14.15. BIT2ME ACADEMY

The Academy service is the service provided by Bit2Me whereby interested parties can access, free of charge, the content of the **Bit2Me** Website through the Bit2Me Academy Platform.

For the provision of the LMS service, through which **Bit2Me** offers free *online* training courses, it will be necessary for the Interested Parties to acquire the status of **User** by registering on the Website <https://academy.bit2me.com/>.

The status of User may be acquired by persons over 14 years of age who subscribe to these Terms and Conditions of Use. By accepting these Terms and Conditions of Use, the interested party guarantees that he/she is over 14 years of age; otherwise, the authorisation of legal guardians will be required and must be sent to [academy@bit2me.com](mailto:academy@bit2me.com).

The acquisition of the condition of User implies the reading and express acceptance without reservation of the terms of these Terms and Conditions and of the Legal Notice and Privacy Policy of the Website, which the User declares to have known prior to their acceptance, and which may be stored and reproduced by the User. Registration as a User of the Web Page is an essential requirement for the provision of the services contained on the Web Page.

To register as a User of the Website, you must provide an e-mail address and a password.

The User will be able to access the Service through the Website using the username and password that will be generated during the registration process at the time of signing up to these Terms and Conditions of Use.

In order to access the free *online* training courses offered by **Bit2Me**, Users will need to register. In order to register, the following information must be provided:

- Name
- Surname
- Address
- Telephone
- Mailing address
- CIF/DNI (optional)

Upon completion of the courses, Users will obtain a Certificate of Completion as accreditation of the completion of the courses.

### 14.15.1. Responsibility.

The **User** is obliged to:

1. Communicate to **Bit2Me** all data necessary for access and use of the services that require prior identification, which must be truthful, current and adjusted to reality.
2. To make appropriate use of the Services included on the website, always in accordance with the law.

3. Not to carry out any activity that hinders or interferes with the functioning of the Services included in the website.
4. To respect the terms and conditions of use of the service.

**Bit2Me** is obliged to respond as diligently as possible to all queries that may be ordered by the User arising from the use of the services included in the Website. Likewise, it will be responsible for the proper provision of services through the Academy Platform.

#### 14.15.2. Exclusions of liability.

The services offered through the Website comply with the provisions of the Spanish legal system. **Bit2Me** is released from any liability in case of misuse of the Website by the User.

**Bit2Me** shall not be liable for any damages, losses that may be suffered as a result of events that could not have been foreseen, or that were foreseen to be unavoidable, either by fortuitous event 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** will not be liable in cases of unavailability of the Service due to force majeure or temporary suspension of the same for technical reasons.

#### 14.15.3. Links to content.

The inclusion of electronic links to this Website is prohibited unless expressly authorised by **Bit2Me**.

In the event that this website contains links to content owned by third parties, **Bit2Me** is not responsible for their content.

**Bit2Me** will remove any link as soon as it becomes aware by any means of the unlawfulness of its content or that from them injure property or rights of a third party.

#### 14.15.4. Intellectual and industrial property.

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

The design, images, signs, distinctive signs, commercial name, brands, logos and services, as well as the written and audiovisual content contained in this Web Page are protected by Industrial Property Law.

Access to this Web Page does not grant Users any right or ownership whatsoever over the intellectual or industrial property rights or the contents it contains. Users who access this Website may not copy, modify, distribute, transmit, reproduce, publish, transfer or sell the aforementioned elements or create new products or services derived from the information obtained without the express written authorisation of **Bit2Me**.

The alteration of the content or structure of this Website by the User is strictly prohibited.

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

#### 14.15.5. Data protection.

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 (GDPR), 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, **Bit2Me** informs you that the personal data provided will be processed and included in a common information database owned by BITCOINFORME, S.L. (hereinafter, **Bit2Me**), whose purpose is to manage the use of the services included in the website, your navigation through it and the processing of requests made by the Users of the services offered through this Website, as well as the maintenance of commercial relations in accordance with the legitimate interest of the companies of the Bit2Me Group (you can consult the list of companies at <https://bit2me.com/es/legal/privacidad>).

The personal data marked with an asterisk in the service request form are essential for the purpose stated.

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, both parties undertake to notify this through the process set up for this purpose on the Website.

Users have recognized their rights to access, rectification, deletion, limitation, opposition and portability of their data under the responsibility of **Bit2Me**. As long as the purpose of 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 treatment and the user continues to be part of them. You may exercise your rights at any time by sending a letter to **Bit2Me** at the above address or via email to the address [rgpd@bit2me.com](mailto:rgpd@bit2me.com), attaching a document proving your identity and expressly indicating the right you wish to exercise.

Users are protected by the right to withdraw their consent to processing by **Bit2Me**. Likewise, we inform you that you can object to the processing carried out on the basis of legitimate interest for the maintenance of commercial relations. Finally, they have the right to address their claims arising from the processing of their personal data to the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).



#### 14.15.6. New functionalities and modification of the terms of service

**Bit2Me** may add new features to the Website. In the event that such implementation involves a modification of the Terms and Conditions of Use will inform the User for acceptance, through the website, by e-mail or any of the usual channels used by **Bit2Me** to send communications.

The User will have a period of fifteen days from the communication to express their disagreement with the same by means of reliable communication to **Bit2Me**. The passage of the aforementioned period of fifteen days without any statement to the contrary will imply full acceptance of the new conditions.

**Bit2Me** reserves the right to incorporate all kinds of improvements and modifications to the Service, either in terms of access to it or in terms of any other requirement or circumstance that in each case it deems appropriate.

#### 14.15.7. Contact

For any questions or queries, in particular in the event of any problems arising in the use of the Academy platform, the Interested Party or the User may contact **Bit2Me** by the following means:

Telephone: +34 910 91 37 88

E-Mail: [academy@bit2me.com](mailto:academy@bit2me.com)

#### 14.16. 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 in cryptocurrency pairs and cryptocurrency and currency pairs may be considerable. You should therefore carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. In any event, the following points should be borne in mind:

- 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 liable 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 price fluctuation limit ("limit move"), if there is insufficient liquidity in the market.

- The placement of 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 risk, 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 ABOVE POINTS APPLY TO ALL CRYPTOCURRENCY PAIRS AND CRYPTOCURRENCY BUSINESSES AND CURRENCY PAIRS. THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL RISKS AND OTHER ASPECTS ASSOCIATED WITH THESE BUSINESSES.

#### 14.17. 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 API key creation request, 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.

You acknowledge and agree 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 in 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** Pro or TyCG Rules, **Bit2Me** may moderate your activity or cease to offer you access to the APIs in its sole discretion.

You grant **Bit2Me** a worldwide, transferable, sub-licensable, irrevocable, 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 your written request, 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 accept full responsibility for any use of **Bit2Me** that is facilitated through the API

keys or by any other application that you may authorise (including any activity by you or any third party that has access to your account information, with or without authorisation).

#### 14.18. 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 containing additional detailed information on the processes of registration, purchase and sale, 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 make any queries he/she deems appropriate by selecting the "NEW TICKET" option.

## 15. OBLIGATIONS

### **Bit2Me undertakes to:**

- a. To deal as diligently as possible with all queries that the user may request arising from the use of the services included on the website.
- 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. The service will be restored as soon as the incidents have been resolved.
- 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 obliged to:**

- a. Carry out transactions that are intended to pass on to users cryptocurrencies from free distributions or AIRDROPS, or forks in the blockchain or FORKS. **Bit2Me** reserves the right to carry out these types of transactions as it deems appropriate and in the timeframe 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 the 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*, and 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 yourself.
- 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 transactions made on your user account, exonerating **Bit2Me** from any liability.

## 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 or inability to access cryptocurrencies or traditional currencies that 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 an 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 their cryptocurrencies to **Bit2Me**.

**Bit2Me** does not provide any advice to the user in any area, 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**.

Cryptocurrency transactions are irreversible, so the user must take the utmost care when making the payment or provide a correct public wallet address. The user will not claim from **Bit2Me** any amount in virtual currency or traditional currencies that are sent from the user's account.

**Bit2Me** assumes no responsibility for failures in the internet network, cryptocurrency blockchains, banks or for any hacker 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 incident in the operation of the banks shall be the sole responsibility of the banks themselves.

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

Notwithstanding the above, in the event that an error occurs during the process of buying or selling cryptocurrencies, the user may contact **Bit2Me** support at <http://support.Bit2Me.com>.

## 17. EXCLUSIONS OF LIABILITY

The services offered through the **Bit2Me** Platform comply with the provisions of Spanish law. **Bit2Me** is not responsible for those services that do not comply 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, losses that may be suffered as a result of events that could not have been foreseen, or that were foreseen to be unavoidable, either by fortuitous event 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** will not be liable in cases 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 the user has previously reported their 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 cancelled as a means of identification at the same time as the new one is generated. The user expressly accepts that any use of the service made with their access credentials has been made by themselves.

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

**Bit2Me** prohibits the purchase of cryptocurrency on **Bit2Me** for ransom payment, which 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 consequence of the following actions:

- Use of out-of-date, false or inaccurate data.
- 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 in order to carry out the object of the contract as set out in these GENERAL CONDITIONS.

## 19. MAINTENANCE AND TEMPORARY SUSPENSION OF THE SERVICE ON THE BIT2ME PLATFORM

**Bit2Me** will use reasonable endeavours 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 endeavours 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 may 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.

In addition, failure by the **Bit2Me** User to comply with the obligations listed below will result in the temporary suspension of the **Bit2Me** Platform service until such time as the User fails to remedy the breach:

- a. Lack of additional information necessary for the identification of the user, his operations or the origin of his funds.
- b. Not to accept possible updates of the GENERAL CONDITIONS or the Privacy Policy.

The suspension of the service has the following consequences:

- a. **Bit2Me** will inform you of 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 regularise the situation.
- b. The user will not have access to the Platform during this period and therefore will not be able to carry out any operations 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 regularised or updated with the necessary information to continue operating on the **Bit2Me** Platform. After these THIRTY (30) days without regularizing the situation and, in the case of having a balance in any of the currencies of your *Wallet*, it will be blocked and will be considered as an account with abandoned balance and/or storage, or what is the same "inactive account" applying **Bit2Me** the current legal regulations or, where appropriate, will act in accordance with the orders of the competent authorities.

## 20. DORMANT ACCOUNTS

### 20.1. DEFINITION OF INACTIVITY

An account will be considered dormant if the account holder has not transacted for a period of more than twelve (12) months, or has not logged in to his/her account for a period of more than three (3) months. Any authenticated login to the platform will interrupt the computation of this period.

Bit2Me reserves the right to declare an account inactive if the Customer does not respond to requests for documentation or requests within 30 days, or if communication with the Customer is impossible for a period of more than one year.

### 20.2. CONSEQUENCES OF INACTIVITY

In the event that the Customer fails to carry out transactions or log in within the previously stipulated deadlines, or does not comply with the requirements notified in the allotted time, the account will be declared inactive, and Bit2Me will be authorised to carry out the following actions:

- a. To charge an account inactivity fee to cover the costs of asset maintenance by Bit2Me Operators, their affiliates or third parties, which shall be debited in the manner described in clause 20.3;
- b. Bit2Me reserves the right to transfer the dormant account, including the Digital Assets it contains, to an affiliate of Bit2Me Operators, to an external custodian or to an isolated wallet, in cases where Bit2Me deems it reasonably necessary. In the event of such a transfer, Customer shall have the right to reclaim its Digital Assets, provided that it complies with Bit2Me's verification requirements, including the completion of know-your-customer and verification procedures and verification of its transactions.
- c. Close the account on the terms described in Clause 20.4.

### 20.3. INACTIVITY FEE

Accounts that meet the definition of inactivity will be charged a monthly maintenance and administration fee.

The applicable fee shall be one per cent (1%) of the total balance of the account; however, a minimum fee of ten euros shall apply if this percentage is lower.

Such fee shall accrue monthly and shall be deducted exclusively from the available balance on the customer's account.

#### **20.4. ACCOUNT CLOSURE**

Bit2Me reserves the right to close accounts that are deemed inactive at any time at its sole discretion. Bit2Me will not be liable for any loss, damage or expense arising from the closure of an inactive account, except in cases of fraud or willful default on your part. The assets of such accounts will be transferred as previously stipulated.

In the event that an account declared in inactive status reaches an available balance of zero (0), Bit2Me reserves the right to close it permanently, after formal notice to the customer. Once an inactive account has been closed, it will be impossible to reactivate it, and it is essential to register a new account with Bit2Me in order to continue using its services.

Bit2Me will, unless required by law, court order or by order of a competent authority, offer the Customer the possibility of withdrawing funds from inactive or closed accounts, without prejudice to the collection of the stipulated inactivity fees.

Bit2Me reserves the sole right to determine the mode of withdrawal of funds, and may choose to facilitate withdrawals in fiat currency or crypto-assets, as it sees fit.

## **21. COMPENSATION CLAUSE**

Bit2Me is expressly and irrevocably authorised by User to set off from User's account, without prior notice or demand, all overdue and unpaid amounts, as well as against any outstanding debt owed by User to Bit2Me.

Once the amount owed by the User has been cleared, Bit2Me will notify the User that it has done so through any of the means by which Bit2Me communicates with its Users.

## **22. EXTINCTION AND TERMINATION**

This contract shall terminate for the following reasons:

- a. By non-acceptance of the modification of the Privacy Policy, the GENERAL CONDITIONS or the price of the service, or any applicable law and regulation (including any law relating to the fight against money laundering, the financing of terrorism, international economic sanctions and embargoes): The contract shall automatically terminate.



- b. If either party breaches an essential obligation of the contract: The other party may unilaterally terminate this contract.
- c. At the 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: [verifications@bit2me.com](mailto:verifications@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 refund of cryptocurrencies sold to **Bit2Me** or restitution of cash (legal tender) can be requested.
- d. For the detection by **Bit2Me** of fraudulent actions, anti-social or illegal behaviour (such as insults or threats).
- e. If Bit2Me has reasonable grounds to suspect that the User is a victim of fraud, theft, cyber-attack, extortion, manipulation, violence or blackmail.
- f. By law or by order of a competent authority.

Bit2Me will inform you of the reason for closing the user's account unless there is a legal obligation not to provide such information.

## 23. INVALIDITY 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.

## 24. DATA PROTECTION

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

BITCOINFORME, S.L. is committed to protecting privacy and providing a secure user experience. By contracting the services, the user explicitly agrees to the processing of their data as described in the Privacy Policy established by **Bit2Me** at <https://Bit2Me.com/es/legal/privacidad>.

## 25. PREVENTION OF MONEY LAUNDERING

In accordance with letter z) of [article 2.1 of Law 10/2010 on the Prevention of Money Laundering and Terrorist Financing](#), the activity of **Bit2Me** as a provider of services for the exchange of virtual currency for fiat currency and the custody of electronic wallets is subject to the aforementioned regulations on the Prevention of Money Laundering and Terrorist Financing.

**Bit2Me** fully complies with current regulations on the prevention of money laundering and other complementary regulations. To this end, **Bit2Me** informs you that such regulations require, among other obligations, to document the identification of its users, collect information on the nature of their professional or business activity and report, either at the request of the Executive Service of the Commission for the Prevention of Money Laundering and Monetary Offences, or ex officio, of any fact or transaction for which there is evidence or certainty that it is related to money laundering.

## 26. CUSTOMER SERVICE

The user has access to a Customer Care Service so that he/she can contact an agent directly at the following address:

<https://support.bit2me.com/es/support/home>

## 27. INVOICING

In relation to the services for the purchase and sale of cryptocurrencies or cryptoassets provided by **Bit2Me**, and by virtue of the provisions of [article 20, section one, paragraph 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 [Article 2\(2\) 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 issue of an invoice shall be compulsory for transactions exempt from this tax in accordance with Article 20.

However, the issue of an invoice shall be compulsory for transactions exempt from this tax in accordance with Article 20. 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 all cases in transactions where the recipient is a company or professional acting as such, regardless of the tax regime applicable to the entrepreneur or professional carrying out the transaction.

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

## 28. INTELLECTUAL AND INDUSTRIAL PROPERTY

The **Bit2Me** 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.

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

Access to this **Bit2Me** Platform does not grant users any right or ownership whatsoever over the intellectual or industrial property rights or the content it contains. Users who access this **Bit2Me** Platform may not copy, modify, distribute, transmit, reproduce, publish, transfer or sell the aforementioned elements or create new products or services derived from the information obtained without the express written authorisation of **Bit2Me**.

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.

## **29. APPLICABLE LAW AND COMPETENT JURISDICTION**

This contract shall be interpreted and governed in accordance with current Spanish legislation. Both parties, expressly waiving any other jurisdiction to which they may be entitled, submit any interpretation or dispute arising from this contract to the Courts which, according to the legal system, are competent.

**BIT2ME 2024 - Spain.**  
**All rights reserved.**