

# GENERAL TERMS AND CONDITIONS OF BIT2ME SERVICES AND PRODUCTS

**VERSION: August 2025** 

# **LEGAL INFORMATION**

**BITCOINFORME, S.L.** (hereinafter **Bit2Me**), with registered office at Calle Germán Bernacer, 69, 03203, Elche, Alicante, SPAIN and with Tax Identification Number B-54835301, registered in the Mercantile Registry of Alicante, in volume 3828, folio 110, Entry 1 with Page A-143230, is the owner of the website: <a href="https://bit2me.com/">https://bit2me.com/</a> and of the APP (iOS/Android) through which the **Bit2Me** applications and services are accessed.

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# 1. GENERAL DESCRIPTION

These GENERAL TERMS AND CONDITIONS, the <u>Legal Notice</u>, the <u>Privacy Policy</u>, the <u>Cookies Policy</u> and any other specific terms and conditions published on this website for the provision of services by **Bit2Me** are applicable to any person with legal capacity who contracts the services of **Bit2Me** through the website, the App (iOS/Android) or its electronic wallet platform (hereinafter, the Platform).

Bitcoinforme, S.L. is the company responsible for the website <a href="https://Bit2Me.com">https://Bit2Me.com</a>, the Platform located at that domain and the APP, as well as their content. Its main activity is to provide various services related to crypto assets (hereinafter crypto assets) through the Platform.

These GENERAL TERMS AND CONDITIONS must be accepted by the user in order to use the services of the **Bit2Me** Platform, which require prior acceptance via the website <a href="https://Bit2Me.com">https://Bit2Me.com</a> or via the Android and iOS Smartphone and Tablet Application located on <a href="Google Play">Google Play</a> and <a href="the App Store">the Application or Application or APP).

Failure to accept these GENERAL TERMS AND CONDITIONS during the registration process for contracting **Bit2Me** services will make it impossible to use the services of the **Bit2Me** Platform.

By expressly accepting these GENERAL TERMS AND CONDITIONS, it is understood that the user has accepted them in their entirety and that, therefore, they have previously read and understood each and every one of the terms, undertaking to comply with all the specifications set out therein.

# 2. REQUIREMENTS FOR ACQUIRING USER STATUS

User status may be acquired by persons of legal age and with full capacity to contract who subscribe to these GENERAL TERMS AND CONDITIONS (hereinafter, "the user") and who have their tax residence and/or are subject to the jurisdiction of the territories listed at the URL: https://bit2me.com/es/global.

In cases where the user accesses the platform on behalf of and in representation of a legal entity, the user accepts and declares that they have sufficient powers of representation to bind the legal entity or company they represent in the contracting of services. In such cases, when accessing the **Bit2Me** Platform **or** registering as a Legal Entity, Company or Professional, any request for services made by the user shall be attributable to the Legal Entity, and **Bit2Me** shall presume that such requests have been made by the latter.

Acquiring User status implies the express and unreserved reading and acceptance of the terms and conditions contained in these GENERAL TERMS AND CONDITIONS and in the Legal Notice and Privacy Policy of the **Bit2Me** Platform, which the user declares to have read prior to acceptance, and which may be stored and reproduced by the user. Registration as a user of the **Bit2Me** Platform is an essential requirement for contracting the services of the **Bit2Me** Platform.

Users may access the services of the **Bit2Me** Platform using the email address and password that will be generated during the registration process when they subscribe to these GENERAL TERMS AND CONDITIONS.

The user email address and password generated are the means of access that will allow the user to identify themselves and use the services of the **Bit2Me** Platform. They are strictly personal and confidential. The user will be responsible for maintaining their confidentiality. Consequently, the user expressly accepts that **Bit2Me** assumes that any use of the service made using their identification codes is made by the registered user, unless they have previously reported the loss or theft of said codes, in which case they must immediately proceed to change them. The password may be freely modified by the user, through the procedures established by **Bit2Me** for this purpose. The replaced password will be cancelled as a means of identification as soon as the new one is generated.

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

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

# 3. SERVICES PROVIDED BY BIT2ME

The services provided by Bit2me that are regulated by the Markets in Crypto-assets Regulation (hereinafter, MiCA) and supervised by the National Securities Market Commission are:

- Custody and administration of crypto assets on behalf of clients ("Custody");
- Exchange of crypto assets for funds or other crypto assets ("Exchange");
- Execution of orders related to crypto assets on behalf of clients ("Execution");

- Receipt and transmission of orders related to crypto-assets on behalf of clients ("RTO");
- Transfer of crypto assets on behalf of clients ("Transfer").

These services are offered through various products that Bit2Me makes available to users, as defined below.

In addition to the above, Bit2Me offers products related to crypto asset services, but which are currently neither regulated nor supervised. Unregulated services are all those offered on Bit2Me that are not explicitly mentioned in the previous paragraph. Unregulated and unsupervised services and products **present greater risks and offer no guarantees,** as described below.

In these Terms and Conditions, we will refer to Services collectively as those services regulated by MiCA and those that are not currently supervised by the authorities. If it is necessary to make a distinction, this will be expressly indicated.

In any case, **Bit2Me** shall be responsible for the proper provision of services through the Platform. The user undertakes to use the Platform responsibly, exempting **Bit2Me** from any liability arising from improper, erroneous or illegal use of the Platform or with the aim of committing illegal actions.

# 4. ENTRY INTO FORCE OF THE GENERAL TERMS AND CONDITIONS

The GENERAL TERMS AND CONDITIONS shall enter into force and, therefore, shall be applicable 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 TERMS AND CONDITIONS" button enabled on the Platform or in the Application.

However, and in compliance with the provisions of <u>Article 28 of Law 34/2002 of 11 July on Information Society Services and Electronic Commerce (LSSI)</u>, within a maximum period of twenty-four hours from the entry into force of the GENERAL TERMS AND CONDITIONS, **Bit2Me** will confirm acceptance of these GENERAL TERMS AND CONDITIONS, 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 TERMS AND CONDITIONS. The information you provide to **Bit2Me** is absolutely necessary and is intended to enable us to provide you with the services you need so that you can use the Platform to perform the

services provided by **Bit2Me**. The data requested will be processed in accordance with the applicable data protection legislation. The Privacy Policy is available at the following link: <a href="https://Bit2Me.com/legal/privacy.">https://Bit2Me.com/legal/privacy.</a>

#### 6. MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

**Bit2Me** reserves the right to modify these GENERAL TERMS AND CONDITIONS at any time. When changes and modifications are made and are relevant, they may be consulted at <a href="https://Bit2Me.com">https://Bit2Me.com</a>.

To this end, when a modification of these GENERAL TERMS AND CONDITIONS occurs, users will be notified through the usual communication channels at least thirty (30) calendar days before it comes into effect. After this period, it will be understood that the user accepts the new conditions. If the user does not agree, they shall have the right to terminate the contract at no cost before the date on which the modification comes into effect.

#### 7. MINORS

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

#### 8. INFORMATION ABOUT CRYPTO ASSETS

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

Every transaction carried out between users of the network is recorded and a digital signature is generated to prevent fraud and forgery, which is permanently stored on the network.

Transactions with crypto assets, which can be verified through specific internet addresses, do not, in principle, allow the identification of the **Bit2Me** user participating in a transaction; however, the user must be aware that the system cannot guarantee absolute anonymity.

Given the complex encryption and security procedures, the falsification or theft of crypto assets is highly unlikely, but **there is a risk that the procedures or software may fail. Payments and transactions made by the user in crypto assets are irreversible,** and computer errors in legitimate payments with crypto assets are very low as the system performs checks to try to prevent this. Most payment errors are caused by human error when entering incorrect data, so **Bit2Me** is not responsible for transfers made by users. In the event of errors attributable to the user, **Bit2Me** may apply the fees or costs specified at <a href="https://Bit2Me.com/comisiones.">https://Bit2Me.com/comisiones.</a>

### 9. INFORMATION AND DOCUMENTATION REQUIREMENTS

Certain **Bit2Me** services do not require the express acceptance of these GENERAL TERMS AND CONDITIONS, as they are freely accessible services or functions regulated in the Legal Notice on the **Bit2Me** website. **Bit2Me** users may make use of the freely accessible services made available to them on the **Bit2Me** website, as may any individuals or legal entities who access the website.

In order to acquire the status of User for the provision of the services offered by **Bit2Me**, it is necessary for users to register on the website or in the app and provide, in accordance with <u>Law 10/2010</u>, of 28 April, on the <u>Prevention of Money Laundering and Terrorist Financing</u> (hereinafter LPBC) certain information necessary for compliance with formal customer identification obligations.

Depending on the service and the financial thresholds of the transactions to be carried out by the user, different levels of information will be requested in order to allow for services with more functionalities and higher financial thresholds in the transactions that the end user wishes to carry out.

The information requested may include, among other things, the mobile phone number and amount of the transaction, the first and last names, the username and password, the email address, the security code sent to the email address or security code required for two-factor authentication, the profession and date of birth, as well as other possible data or information necessary depending on the type of transaction selected by the user.

The type of user will also determine the information to be requested, depending on whether they are a natural or legal person, requiring information such as, for example, national identity card, residence card, foreign identity card or passport, invoices, videoconference, deeds, shareholding structure, proof of business activity, etc., in accordance with the provisions of <u>Law 10/2010</u>, of <u>28 April</u>, on the prevention of money laundering and terrorist financing 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 evidence of illegal acts in the data provided will allow **Bit2Me** to immediately and unilaterally cancel the service provision contract between them.

#### 10. FINANCIAL AND TIME LIMITS ON TRANSACTIONS

**Bit2Me** users can find information regarding the limits of the services offered, as well as the price or fees for using them, by accessing the Limits and Prices section of the website. (<a href="https://Bit2Me.com/comisiones">https://Bit2Me.com/comisiones</a>).

#### 11. PRICE OF SERVICES

The service offered to the user through the **Bit2Me** Platform will accrue the fees and/or commissions (available for consultation in the commissions and limits section at the following URL: <a href="https://Bit2Me.com/comisiones">https://Bit2Me.com/comisiones</a>), which will be communicated to the user in each transaction and will be kept in the user's transaction history in accordance with the LPBC for a period of ten (10) years.

The exchange rates applied are calculated in real time based on 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 to the representations and exchanges made.

The cost of storage and withdrawal services at **Bit2Me** is subject to agreements with third parties that collaborate in the provision of such services, as well as to the fees imposed by the banks or card companies used by the User.

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

For Bit2Me Pro services, **Bit2Me** charges a commission for each order executed in the Bit2Me Pro Order Book.

The user acknowledges and accepts that Bit2Me Pro commissions may occasionally fluctuate between different order books and, therefore, be

updated. These revised commissions will apply to any order or transaction after the effective date of such updates. Likewise, the user understands and accepts that commissions will be deducted from their corresponding **Bit2Me** Wallet. The current Bit2Me Pro commissions are available at the following <u>link</u>.

**Bit2Me** applies volume discounts to commissions. You can check the current discounts at the following <u>link</u>. The user accepts that these discounts are not guaranteed and that **Bit2Me** may modify or cancel them at any time, at its sole discretion.

Any service provided by **Bit2Me** to the user under these GENERAL TERMS AND CONDITIONS will include the addition of applicable taxes, fees and duties in accordance with current legislation. It is the sole responsibility of the user to determine the applicability of taxes to their transactions carried out through **Bit2Me**, as well as to report and pay the correct amount to the competent tax authorities.

#### 12. TERM OF THE CONTRACT

This contract, with an initial duration of one year from its acceptance and signature, shall be automatically extended for periods of equal duration indefinitely, unless either party notifies the other of its desire not to extend it. The user has the right to request the termination of the contract at any time, although they may not terminate it until they have settled all their payment obligations with **Bit2Me**.

#### 13. BIT2ME SERVICES

## **13.1. GENERAL ISSUES**

#### 13.1.1. Conditions and Restrictions

In order to access the services provided by **Bit2Me**, it will be necessary to be a user in accordance with clause two.

Likewise, in accordance with regulations on the Prevention of Money Laundering and Terrorist Financing, as well as to mitigate possible fraudulent actions or any other regulations that may be applicable to **Bit2Me's** activity, Bit2Me may limit and/or restrict certain services to users in accordance with applicable regulations and internal regulations.

**Bit2Me** may, at any time and at 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 compliance with applicable regulations and internal policies.

# 13.1.2. Accuracy of information

The user must provide any information required when creating their account on the Platform or when requested by any screen displayed within the Services. The user declares and guarantees that any information provided through the Services is accurate and complete.

#### 13.1.3. Cancellations

The user may only cancel an order or service request if such cancellation occurs before **Bit2Me** executes the transaction. Once your order or request has been executed, you cannot change, withdraw or cancel your authorisation 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 is related to a market transaction.

**Bit2Me** reserves the right to refuse any cancellation request associated with a market order once it has been submitted. **Unlike scheduled buy and sell orders, spot exchanges and immediate buy and sell transactions, all exchanges are irreversible once initiated. While we may, at our sole discretion, reverse a transaction under certain extraordinary conditions, a customer is not entitled to a reversal of a transaction.** 

#### 13.1.4. Insufficient Funds

In the event that the User does not have sufficient funds in their **Bit2Me** Account to complete an order or service request, **Bit2Me** may choose to cancel the order in its entirety or execute a partial order using the funds available in the **Bit2Me** Account, after deducting the fees owed to **Bit2Me** in relation to the transaction.

#### 13.1.5. Taxes

The User is responsible for determining which taxes, if any, apply to the transactions carried out through the Services, and it is their responsibility to report and remit the correct tax to the relevant tax authority. The User agrees that **Bit2Me** is not responsible for determining whether taxes apply to their transactions or for collecting, reporting, withholding or remitting taxes arising from any transaction, unless required by Spanish law.

# 13.1.6. Supported Currencies

The Platform or Application supports the <u>main crypto assets</u> on the market, as well as some of the main current or fiat currencies that are legal tender (FIAT). Currently, the only legal tender accepted by **Bit2Me** is the euro.

# 13.1.7. Prohibition of Market Abuse

Any market manipulation is strictly prohibited. This includes, among others, the following practices:

- **Spoofing:** Placing orders with the intention of cancelling them to mislead the market.
- **Wash Trading:** Executing trades with oneself to simulate activity or influence prices.
- Front-running: Using privileged information about pending orders.
- **Spreading false information:** Disseminating misleading data to manipulate prices.

The Platform will monitor activity and reserves the right to take action, such as suspension, account closure or reporting to the authorities, if abusive practices are detected.

**Bit2Me** users trading on Bit2Me Pro are also prohibited from placing orders that result in self-execution, where the same user acts as both the order maker and order taker for the same transaction. Such orders will be rejected. In situations where two orders of different volumes coincide in a self-execution, the order with the smaller quantity will be cancelled. The order with the larger volume will be reduced by an amount equivalent to that of the cancelled order, and the rest of the larger order will remain active.

# 13.2. CRYPTOASSET CUSTODY SERVICE AND WALLET LIMITATIONS

Users will have the option of storing crypto assets in their **Bit2Me** Accounts or Wallets. This storage will be carried out for those crypto assets supported by **Bit2Me**, through the third-party crypto asset custody and management service, a service regulated by MiCA and supervised by the competent authorities. This functionality will only be available for those crypto assets that allow such storage capacity.

To do so, users must send the crypto assets to the address provided by **Bit2Me**. Users must only send crypto assets of the type indicated by **Bit2Me** to the address provided.

**Bit2Me** is not responsible if the user does not send the correct crypto asset to the **Bit2Me** storage addresses. All storage of crypto assets from the **Bit2Me** Platform can be verified in a compatible blockchain explorer.

**Bit2Me** ensures the provision of the necessary resources, whenever possible, reasonable and technologically feasible, for the exercise of any rights inherent to the crypto assets held in custody. Likewise, the user will be notified of any guarantee or lien rights, provided that we have access to such information.

However, as indicated in these terms and conditions, in cases where there is any change in the underlying distributed ledger technology or any other right that may lead to the creation or modification of rights with respect to your custodial crypto assets, **Bit2Me** does not guarantee access to such new crypto assets or associated rights.

In order to meet our customer protection objectives, at **Bit2Me** we have established a custody policy that details the measures implemented to minimise the risks associated with this service. Users are advised to review **Bit2Me's** Custody and Safeguarding Policy. In it, you will find detailed information on how we protect your crypto assets and access methods, as well as our security systems.

**Bit2Me** reserves the right to limit the operation of certain crypto assets due to technical limitations. These limitations will be indicated in the portfolio corresponding to the affected crypto asset.

**Bit2Me** continuously strives to increase the number of compatible crypto assets and to ensure that all supported crypto assets have full functionality.

#### 13.3. SERVICES FOR TRANSACTIONS WITH FIDUCIARY CURRENCY

# 13.3.1. Depositing fiat funds into Bit2ME

To deposit FIAT funds into **Bit2Me** and make payments, the User has three options: (i) use euros already available in their Wallet; (ii) pay by card; or (iii) make a bank transfer.

**Bit2Me** may request verification of the ownership of the external account or card used for transfers in euros. **Bit2Me** assumes no responsibility for fees or commissions charged by the user's external account, nor for its management or security. The user is solely responsible for the use of their external account and agrees to comply with the terms and conditions applicable to it. The

processing time for transactions in euros depends in part on the performance of third parties responsible for the external account, and **Bit2Me** does not quarantee specific deadlines for these transactions.

It is important for the user to know that **Bit2Me** does not generate interest on funds deposited in any of its modalities. Nor are funds stored or derived from the purchase and sale of crypto assets remunerated.

The user acknowledges that **Bit2Me** will not authorise any purchase of crypto assets until the receipt of funds in euros has been verified.

### 13.3.2. Users residing in Brazil

In order to provide these services and offer secure transactions to users residing in Brazil, crypto asset purchase transactions can only occur if the User has FIAT fiat currency in their Wallet to carry out Crypto Asset Purchase Orders. The User may deposit funds (FIAT fiat currency) into their Wallet using the Brazilian instant payment system - PIX (up to R\$ 5,000.00 per transaction).

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

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

The amount contributed to the **Bit2Me** account will be considered available when the payment clearance is effectively identified in the bank account owned by **Bit2Me.** In the case of transfers via PIX, delays may occur due to the large volume of simultaneous transactions.

# 13.3.3. Users residing in Argentina

In order to facilitate the purchase, sale and storage of crypto assets for users residing in Argentina, **Bit2Me** has implemented the necessary measures to enable them to operate on its website and app. To ensure secure transactions, Argentine pesos deposited by users will be converted to a stablecoin; without this conversion, it will not be possible to execute Purchase Orders for crypto assets.

Users may deposit funds into their Wallet via bank transfer, up to the limit set by the service provider. For users residing in Argentina, **Bit2Me** will process the deposit of funds through CONEXIÓN DE ALTURA S.A., a company duly incorporated under the laws of the Argentine Republic, registered on 22/06/2022 in the Register of Payment Service Providers under number 34,503. The purpose of this provider is to streamline payments between accounts, and through its service, users will have immediate access to credited funds.

Therefore, the amount that the user deposits into the **Bit2Me** account will be converted into the crypto asset deemed most appropriate for the transaction. This amount will be available once CONEXIÓN DE ALTURA S.A. has identified and credited the payment. The conversion of Argentine pesos (ARS) to the stablecoin that **Bit2Me** deems appropriate for the conversion will be carried out in accordance with the official exchange rate established by the Argentine authorities at the time of the transaction. This official exchange rate is published daily at https://www.bcra.gob.ar/PublicacionesEstadisticas/Cotizaciones\_por\_fecha\_2 .asp and may be subject to change without prior notice.

All users residing in Argentina who wish to create an account and operate on **Bit2Me** must accept these terms and conditions, the **Bit2Me** Privacy Policy (available at: https://bit2me.com/es/legal/privacidad) and the terms and conditions of CONEXIÓN DE ALTURA S.A. (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, therefore all matters relating to personal data protection, applicable jurisdiction, money laundering prevention, terrorist financing and other regulations applicable in relation to the services provided by CONEXIÓN DE ALTURA S.A. shall be governed by the laws in force in Argentina. For more information about the terms and conditions of service used by **Bit2Me** for the provision of services for the purchase, sale and custody of crypto assets in Argentina, please visit: https://bit2me.com/es/legal/rampy.

#### 13.4. CRYPTOASSET EXCHANGE SERVICES

The Wallet service allows the User to carry out exchanges between the various crypto assets they hold in their wallets. The user must specify the amount and/or quantity of the crypto asset they wish to exchange, as well as the crypto asset they wish to receive. The crypto asset resulting from the exchange will be reflected in the corresponding destination wallet. The exchange service will be provided through the different purchase and sale modalities: Execution, RTO or Exchange.

#### 13.5. PURCHASE AND SALE SERVICES

# 13.5.1 Types of Purchase and Sale Services

**Bit2Me** facilitates the purchase and sale of crypto assets through execution, exchange and RTO services (services regulated by MiCA and supervised by the competent authorities). It is important to note that, depending on the type of purchase and sale service, **Bit2Me** has certain information obligations towards the customer.

Specifically, trading services will be provided in accordance with the following:

- **Execution**: when we are members of crypto asset trading platforms, we will execute orders in accordance with our Best Execution and Intermediary Selection Policy.
- **RTO**: when we are not members of a trading platform for the type of crypto asset that the Customer requests to buy or sell, or we do not have an agreement with a third party to execute their buy or sell order, we will transmit the order to a broker for execution on a trading platform or through a third party. In these cases, although we are not subject to best execution, as it will be the selected broker who executes the order, we will treat the Client's orders in accordance with our Best Execution and Intermediary Selection Policy and ensure prompt and proper transmission of the order.
- **Exchange**: This service will be provided provided that the transaction does not exceed €20 in value and is not included in the OTC service. In such cases, **Bit2Me** will determine the price of the crypto asset, which will be available for acceptance for 10 seconds before the order. The User is advised to consult our Pricing Policy for further details.

**Bit2Me** may execute buy and sell orders outside of trading platforms. The User understands and authorises **Bit2Me** to execute their buy and sell orders outside of a trading platform.

**Bit2Me** shall not be obliged to take best execution measures when processing cryptoasset orders on behalf of clients, provided that such orders are executed following specific instructions provided by the clients themselves.

# 13.5.2. Purchase of Crypto Assets

**Bit2Me** facilitates the acquisition of crypto assets through any of the three service modalities described in clause 13.5.1. A purchase is defined as the exchange between fiat currency (euros) and crypto assets.

For this purpose, the User may use any of the payment methods accepted by **Bit2Me** for the acquisition of crypto assets by the user, which are detailed in clause 13.3.1.

## 13.5.3. Sale of Crypto Assets

**Bit2Me** allows the sale of crypto assets through any of the three service modalities described in clause 13.5.1. A sale is defined as the exchange of crypto assets for their equivalent value in FIAT currency (euros).

To do so, the user must deposit the desired cryptoasset and proceed to exchange said cryptoassets for a legal tender currency (euros) supported by **Bit2Me**.

#### 13.6. WITHDRAWAL SERVICES

# 13.6.1. Withdrawal by Transfer in euros

The user must provide the details of their external bank account to which they wish to receive FIAT funds (euros) and verify the summary of the transaction before confirming the transfer order.

In exceptional cases where FIAT funds (euros) are withdrawn to an external bank account that is not held by the User, prior approval from **Bit2Me** will be required. In such circumstances, the user will assume full responsibility for the transfer made to the recipient, releasing **Bit2Me** from any liability arising from any unlawful act committed in connection with such action.

#### 13.6.2. Withdrawal with crypto assets

The user may withdraw funds from their **Bit2Me** account using the crypto assets accepted by **Bit2Me**. This will only be permitted for those crypto assets that support the withdrawal functionality.

To do so, the user must initiate the withdrawal by entering the destination address of the desired cryptoasset. The user must only send crypto assets of the type that the destination address is enabled to receive. The withdrawal will be formalised through the crypto asset transfer service regulated by MiCA. Consequently, **Bit2Me** must comply with the information obligations of the payer and the beneficiary, in accordance with the European Regulation on information that must accompany crypto asset transfers.

The user accepts that **Bit2Me** may charge certain costs for such withdrawals based on what is strictly necessary, for example, miner costs, exchanges, etc.

The user accepts that **Bit2Me** may apply charges for withdrawals, limited to covering essential operating costs such as mining or exchange fees.

**Bit2Me** declines all responsibility in the event that the destination address indicated by the user on the withdrawal form is incorrect or if the user is unable to manage the private key that authorises them to operate with the crypto assets received.

For security reasons, crypto asset withdrawals may be manually reviewed by the **Bit2Me** team and sent to the blockchain network after such review. This process will be carried out in the minimum time strictly necessary.

# 13.6.3. Users residing in Brazil

Users residing in Brazil must provide the details of the bank account to which they wish to receive the fiat currency, as well as other personal data requested by **Bit2Me** in order to carry out the transaction and check the summary of the operation before giving the order to send Reais to their bank account. If the user wishes the transfer to be made through the PIX instant payment system, they must provide their PIX Key.

Withdrawals of funds (fiat currency) from the **Bit2Me** account to the user's bank account will be processed through FacilitaPay (CNPJ: 10.789.035/0001-05). FacilitaPay operates in a regulated manner and in accordance with the rules governing the Brazilian Payment System (SPB); the Foreign Exchange Market; and Means of Payment. FacilitaPay is legally constituted and regulated as an eFX provider, according to Central Bank Circular 3691/13, amended as of the publication of BCB Resolution No. 148/21; as an International Payment Facilitator and as a Correspondent Bank (BCB Resolution No. 3.954/2011).

In exceptional cases where FIAT withdrawals are made to an external bank account whose ownership does not match that of the user, this must be approved in advance by **Bit2Me**. In this case, the user will be fully responsible for sending money to the recipient, assuming responsibility for any crime committed with said action and exempting **Bit2Me** from any liability.

# 13.6.4. Users residing in Argentina

Users residing in Argentina must provide the details of the bank account to which they wish to receive the fiat currency, as well as other personal data requested by **Bit2Me** in order to carry out the transaction and check the summary of the operation before giving the order to send Argentine Pesos to their bank account.

Withdrawals of funds (fiat currency) from the **Bit2Me** account to the user's bank account will be processed through CONEXIÓN DE ALTURA S.A., a company duly incorporated under the laws of the Argentine Republic, registered on 22/06/2022 in the Register of Payment Service Providers under number 34,503.

In exceptional cases where FIAT withdrawals are made to an external bank account whose ownership does not match that of the user, this must be approved in advance by **Bit2Me**. In this case, the user will be fully responsible for sending money to the recipient, assuming responsibility for any crime committed with said action and exempting **Bit2Me** from any liability.

#### 13.7. REFERRAL PROGRAMME

This is a programme that incentivises people who recommend **Bit2Me's** services to family and friends. The incentive consists of obtaining benefits derived from **Bit2Me's** crypto asset trading service operations.

The proportion of the net profit will be determined based on the user's level at the time of inviting third parties, with the level increasing as greater profits are generated. The incentive table detailing the possible earnings according to level can be consulted at the following link: https://support.bit2me.com/support/solutions/articles/35000170358.

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

To benefit from the referral programme, it is essential that the referred person registers on the **Bit2Me** website via the link provided and makes the minimum initial deposit stipulated in the terms of the referral programme.

It is recommended to verify the correct distribution of the referral link and ensure that the referred persons access it through that link in a browsing session that accepts cookies, avoiding any alteration of the links shared through social networks, WhatsApp or Telegram.

For the registration and accounting of referred persons in the corresponding panel, it is imperative to follow the process detailed in the following link: Why does a referral not appear in my panel?

Bit2Me does not make manual referrals between user accounts.

The user has a control panel to monitor the evolution of the incentives received, which are calculated in euros. Once these incentives reach the minimum amount stipulated in the terms of the referral programme, the user may request a withdrawal to their **Bit2Me** wallet. There is also an annual reward limit.

Participation in the Referral Programme also requires acceptance of the specific conditions of this service, available at the following link.

Participation in the Referral Programme does not, under any circumstances, grant the User authorisation to act on behalf of or represent Bit2Me, nor to use any element of Bit2Me's industrial and intellectual property without prior express consent.

#### **13.8. BIT2ME PRO**

Bit2Me Pro is an advanced interface for buying and selling cryptocurrencies.

Bit2Me Pro includes the same trading services, although most transactions are carried out through the Execution or RTO service, which are services regulated by MiCA and supervised by the authorities. An "order" is created when users enter instructions on the Bit2Me Platform for the inclusion of buy or sell orders.

**Bit2Me Pro is not a trading platform**, i.e. it is not a market or a multilateral trading facility. Once the user enters the buy or sell order in Bit2Me Pro, Bit2Me collects the order and executes it in the market of which it is a member or broker for that transaction, ensuring the best execution. Bit2Me Pro does not match customer buy and sell orders, and there is no interaction between multiple buy and sell interests on Bit2Me Pro. **Bit2Me Pro** stands out for its ability to process transactions with superior performance through a sophisticated environment.

#### 13.8.1. General Issues of Bit2Me Pro

# **Authorisation and requirements**

In addition to the general conditions accepted by the user in Bit2Me, the user acknowledges that when they send an order, they authorise **Bit2Me** to execute a transaction in accordance with that order and to charge the corresponding commissions or fees. Similarly, the user accepts that in order to use Bit2Me Pro, Bit2Me may require the user to obtain a higher level of verification and/or to prove their knowledge and experience in using the tool.

#### Independent relationship

The user acknowledges and accepts that: (i) **Bit2Me Pro** is an interface for advanced users and that its use requires a high level of understanding; (ii) **Bit2Me** does not act as their agent, intermediary, broker or advisor; and (iii) no communication or information provided by **Bit2Me** shall be considered or interpreted as advice or guidance of any kind.

# **Fund Transfer**

In order to operate on **Bit2me Pro**, it is essential that the user transfers funds, whether crypto assets or fiat currency, from their main wallet on Bit2Me to the wallet specifically designated for Bit2me Pro. It is important to note that all transfers made internally within the Bit2Me ecosystem will be completely free of charge to the user and will be executed instantly, allowing immediate availability of funds to start trading in the Bit2me Pro environment.

#### 13.8.2. Orders

Users may instruct the purchase or sale of a defined amount of crypto assets at a specific price in the quoted crypto asset (order), provided they have sufficient positive balance in their **Bit2Me Pro** wallet to cover the total value of the order and applicable commissions. When an order is issued, the specific amount of crypto assets indicated will be reserved from the user's wallet. The types of orders available on Bit2Me Pro are detailed below:

- (i) **Market Order:** Order to buy or sell at the best price currently available in the Order Book. It is executed immediately but without a guarantee of the exact price.
- (ii) **Limit Order:** Order to buy or sell at a specific price or better. It does not guarantee execution if the crypto asset does not reach that price.
- (iii) **Stop-Limit** *Order*: An order that becomes a Limit Order once the crypto asset reaches a trigger price (Stop Price) specified by the User. It requires defining a Stop Price and a Limit Price.

The user is aware and acknowledges that the execution of a Stop Limit Order cannot be guaranteed. The order issued will remain in the order book until the user cancels it or it is executed in its entirety.

In **Bit2Me Pro**, orders are subject to minimum amounts, which are specified on the Bit2Me website and updated periodically. The user acknowledges and accepts that these minimum amounts may vary without prior notice and are not guaranteed.

#### 13.9. CRYPTOASSET TRANSFER SERVICE: BIT2ME PAY

**Bit2Me Pay** is the MiCA-regulated and supervised transfer service offered by Bit2Me that allows users to make <u>immediate transfers of crypto assets</u> <u>between Wallets</u> on the **Bit2Me** Platform. The service is provided exclusively between users registered with **Bit2Me** and with crypto assets held in custody by Bit2Me.

Transfers are free of charge, with no commissions and/or additional fees, both for the sender/payer and the recipient/beneficiary.

A maximum of 30 transfers per day may be made for a minimum equivalent value of the crypto asset in euros of 0.25 euro cents.

# 13.9.1. Transfer issuance service process:

- The user sending/ordering the transfer must access the service through the **Bit2Me** website or app.
- It is necessary to have a registered account with **Bit2Me** and to have the corresponding Wallet with a positive balance of the crypto asset to be transferred.
- The amount to be transferred and the communication channel for notifying the recipient/beneficiary of the transfer must be selected. To do this, the mobile phone number or email address of the recipient/beneficiary of the transfer must be entered.
- When making 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 their registered account.
- Transfers cannot be made for amounts greater than the balance of the Wallet used by the sender/payer for the transfer.
- The data entered may be reviewed before proceeding with the transfer.
- Once the transfer has been made, the amount of the crypto asset will be blocked until the transfer is actually sent and, therefore, the charge to the sender/payer's Wallet and the credit to the recipient/beneficiary's Wallet. Transfers must not be accepted by the beneficiary user.

# 13.9.2. Transfer receipt service process:

- The recipient/beneficiary user of the transfer will receive a notification via the communication channel entered by the sender/payer with a link that will redirect the recipient/beneficiary to their account on the **Bit2Me** Platform.
- Users who are not registered on the Bit2Me Platform must register on the Bit2Me Platform, accepting these GENERAL TERMS AND

CONDITIONS, as well as **Bit2Me's** <u>Privacy Policy</u>. To become a user, they must complete the processes established on the Platform relating to the Prevention of Money Laundering, without which they will not be able to become users of the Platform and, therefore, will not receive the amount transferred by the issuer/payer.

- If you do not have a crypto asset wallet, you must create one on the **Bit2Me** Platform in order to receive the transfer made by the issuer/payer. If, within 7 days of the transfer being sent, the recipient/payer has not created an account on Bit2Me, the transfer will be cancelled.
- Once the transfer has been made, it will be debited from the sender/payer's wallet and credited to the recipient/beneficiary's wallet.

#### 13.9.3. Data Protection

The sender/payer must provide the personal details of the recipient/beneficiary in order to notify them of the transfer. In accordance with data protection regulations, the sender/payer is responsible for and guarantees to **Bit2Me** that they have obtained the informed consent of the recipient/beneficiary of the transfer to process their data in the terms described herein.

**Bit2Me** will process the personal data provided by the sender/payer on behalf of and for the account of the sender/payer, and will not use it for any purpose other than to communicate the transfer made.

In cases where personal data is provided by third parties who have not acquired the status of users of the **Bit2Me** Platform and the 7-day period established for the acceptance of the transfer by the recipient/beneficiary has expired, **Bit2Me** will proceed to immediately delete the personal data from its information systems, and no further processing of their personal data will be carried out.

#### 13.10. SPECIAL FEATURES OF CRYPTOASSET CUSTODY AND TRANSFER SERVICES

The time required to execute transfers may vary depending on the type of crypto assets involved. **Bit2Me** will act with the utmost diligence to make the transfer as quickly as possible. The maximum transfer time will depend on:

- (a) The receipt of the information you are required to provide;
- (b) The anti-money laundering and counter-terrorist financing checks that Bit2Me must carry out;
- (c) The actual time taken to execute the transfer on the corresponding DLT network.

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

- The name of the beneficiary;
- The distributed ledger (blockchain) address of the wallet to which they wish to transfer the crypto assets and the crypto asset account number to which they wish to transfer them, where such an account exists and is used to process transactions;
- The crypto asset account number to which they wish to transfer the crypto assets, in cases where a crypto asset transfer has not been recorded on a network that uses distributed ledger technology or similar technology;
- The User's address, including country;
- The official identity document number and customer identification number or, alternatively, the date and place of birth; and
- Where applicable, the current LEI or, failing that, any other equivalent official identifier of the recipient that is available.

If this data is not transmitted or is not transmitted in full, no transmission can be made 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 cannot be reversed and will result in an irreversible loss.

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

Before transferring crypto assets:

- we will warn you if the transfer of crypto assets will be irreversible or sufficiently irreversible in the event of probabilistic liquidation, and when;
- we will inform you of any expenses you may incur for the transfer of crypto assets.

Additionally, after each transfer, Bit2Me will provide the User with the following information:

- the names of the payer and the payee;
- the distributed ledger address or crypto asset account number of the originator and beneficiary;
- a reference that allows the customer to identify each transfer of crypto assets;
- the amount and type of crypto assets transferred or received;

- the value date of the debit or credit of the crypto asset 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.

**Bit2Me** must comply in all cases with the European Regulation on information that must accompany transfers of crypto assets.

# 13.11 BIT2ME SAVE / RECURRING PURCHASES

This is a feature offered to **Bit2Me** users to make periodic or recurring purchases of crypto assets in exchange for fiat money automatically. Purchases are made through MiCA-regulated Execution, Exchange or RTO services, as applicable.

Users may select the crypto assets they wish to purchase from those available as indicated in <a href="this link">this link</a>, the amount in euros they wish to purchase, and how often they wish to do so (once, daily, weekly, monthly, etc.). Payment in euros may be made using the card that the user has added to their profile or by means of a bank transfer made by the user for this purpose. On the date chosen by the user to purchase the crypto assets, **Bit2Me** will execute the transaction at the market rate on that date and deposit the equivalent value of the crypto assets obtained for the amount in euros selected in the initial order into the user's Crypto Wallet.

Once the user has set up a recurring purchase, they may cancel it at any time.

#### **13.12 SPACE CENTER**

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

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

Once users have registered their account with **Bit2Me**, they will **automatically** have access to the **Bit2Me** Space Centre, where they will find the different features it offers.

The purpose of this service is to grant users various benefits for using **Bit2Me's** services. To do so, users must level up by earning points for completing missions published periodically in **Bit2Me's** Space Center.

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

Users can view the benefits associated with the different Space Centre levels at any time in their account profile on the Bit2Me website or app.

User participation in the Space Centre system is governed by the Specific Conditions of the system, which are available at: <a href="https://bit2me.com/es/legal/space-center">https://bit2me.com/es/legal/space-center</a>.

#### 13.13 ACADEMY SERVICE

The Academy service is provided by Bit2Me, whereby interested parties can access, free of charge, the content of the Website offered by **Bit2Me** through its Bit2Me Academy. This service is not regulated or supervised by any authorities.

In order to provide the LMS service, through which Bit2Me offers free online training courses, it is essential that interested parties become **Bit2Me** Users.

Acquiring the status of User implies the reading and express acceptance, without reservation, of the terms and conditions contained in these Terms and Conditions and the Legal Notice and Privacy Policy of the Website, which the User declares to have read prior to acceptance, and which may be stored and reproduced by the User. Registration as a User is an essential requirement for the provision of the services listed on the Website.

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

- First name
- Surname
- Address
- Telephone
- Email address
- Tax ID number/National ID number (optional)

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

# 13.13.1. Responsibility.

The **User** is obliged to:

1. Provide **Bit2Me** with all the information necessary to access and use the services that require prior identification, which must be accurate, current and true.

- 2. 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 on the website.
- 4. Respect the terms and conditions of use of the service.

**Bit2Me** is obliged to respond as quickly as possible to all queries that the User may make arising from the use of the services included on the Website. It shall also be responsible for the correct provision of services through Bit2Me Academy.

### 13.13.2. Exclusions of liability.

The services offered through Bit2Me Academy comply with Spanish law. **Bit2Me** is released from any liability in the event of misuse of Bit2Me Academy by the User.

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

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

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

#### 13.13.3. Links to content.

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

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

**Bit2Me** will remove any link as soon as it becomes aware, by any means, of the illegality of its content or that it infringes on the property or rights of a third party.

### 13.13.4. Intellectual and industrial property.

Bit2Me Academy, its source code and the content it hosts are protected by national and international intellectual and industrial property laws. They may not be exploited, reproduced, distributed, modified, publicly communicated, transferred or transformed, unless expressly authorised in writing by the rights holders.

The design, images, labels, distinctive signs, trade name, trademarks, logos and services, as well as the written and audiovisual content contained on this Website are protected by Industrial Property law.

Access to Bit2Me Academy does not grant Users any rights or ownership over the intellectual or industrial property rights or the content it contains. Users who access Bit2Me Academy 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 Bit2Me Academy by the User is strictly prohibited.

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

# 13.13.5. 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 regulations, Bit2Me informs you that the personal data provided will be processed and included in a common database owned by BITCOINFORME, S.L. (hereinafter, **Bit2Me**), whose purpose is to manage the use of the services included on the website, your browsing of the website and the processing of requests made by Users of the services offered through this Website, as well as the maintenance of commercial relationships in accordance with the legitimate interests 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 on the service request form are essential for the stated purpose.

The User guarantees that they are the owner of the personal data provided and that it is authentic. The User will be responsible for the consequences of providing false data. In the event of a change in the data provided, both parties undertake to communicate this through the process enabled for this purpose in Bit2Me Academy.

Users have recognised rights of access, rectification, erasure, restriction, objection and portability of their data for which **Bit2Me** is responsible. As long as the purpose of the data processing exists or you have not expressly deleted your personal data from our common database, we will continue to process your data, as it is necessary for the processing and the User continues to be part of it. You may exercise your rights at any time by sending a letter to **Bit2Me** at the above address or by email to 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 for processing by **Bit2Me**. Likewise, we inform you that you may object to the processing carried out on the basis of legitimate interest for the maintenance of commercial relations. Finally, you have the right to address your complaints arising from the processing of your personal data to the Spanish Data Protection Agency (www.agpd.es).

## 13.13.6. New features and modification of the terms of service

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

The User will have a period of fifteen days from the date of notification to express their disagreement with the changes by sending a certified communication to **Bit2Me**. If no objection is made within the aforementioned period of fifteen days, the new conditions will be deemed to have been fully accepted.

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

#### 13.14 BIT2ME EARN

The Bit2Me Earn service allows users to obtain a reward on certain crypto assets transferred to Devteam Ireland Ltd (a Bit2Me group company), which

will remain blocked in the user's Bit2Me Earn Wallet for informational purposes. In exchange for this transfer and blocking, the user will receive a reward in the same crypto asset transferred and blocked or in B2M Token, in accordance with the conditions chosen by the user.

Users who intend to use the Bit2Me Earn service must accept the specific Terms and Conditions within the Bit2Me website or app. They are also published on the **Bit2Me** website.

The Bit2Me Earn service is currently not regulated or supervised by any authority. Unregulated and unsupervised services and products present greater risks and offer no guarantees.

#### **13.15 BIT2ME LOAN**

Bit2Me Loan is a service through which a user can obtain a loan in crypto assets by providing collateral.

This service is only available to Bit2Me customers by entering into a specific loan agreement that can be accessed on the **Bit2Me** website and/or app. The terms and conditions of the loan will be indicated at the time of requesting the service.

The Bit2Me Loan service is currently not regulated or supervised by any authority. Unregulated and unsupervised services and products present greater risks and offer no guarantees.

#### **13.16 BIT2ME CARD**

Bit2Me Card is a state-of-the-art Mastercard issued by Pecunia Cards EDE, SLU, which is available in both plastic and virtual formats. The plastic version features NFC technology. It has an exclusive design, authorised by Mastercard, and is printed with high-quality inks.

The Bit2Me Card is subject to the uses set out in Pecunpay's T&Cs and, according to these, can be used in shops around the world, for online purchases and to withdraw cash, provided that the three modes of use indicated operate with the Mastercard brand.

To use the card, the user will have to link it to the wallet containing their crypto assets in their **Bit2Me** account, or to the wallet containing their crypto assets in Bit2Me Earn specified in the list indicated in the previous section with which they wish to pay, so that **Bit2Me** can convert it into euros and proceed to make the payment to the third party through the service contracted by the user with Pecunpay. The card only allows linking to the aforementioned crypto asset wallets. The user will have to change the configuration of the linked wallet through the application by selecting the desired wallet. This action has no added cost.

When using the Bit2Me Card, the crypto assets linked to your wallet are converted at the euro price of those crypto assets at that time. By using the card, the user accepts that the aforementioned conversion will take place regardless of their knowledge of the price of the crypto asset used, and **Bit2Me** shall not be held responsible in any way for the volatility of the value of said crypto asset.

Users who request the card must accept the Specific Terms and Conditions of the card as well as the Terms and Conditions of Pecunia Cards EDE, SLU, both of which are available for consultation on the **Bit2Me** website.

#### **13.17 BIT2ME TAX**

Through the Bit2Me Tax services, **Bit2Me** provides the possibility of knowing the profits or losses derived from cryptoasset operations in order to declare them to all users of the service. Specifically, the user is offered a product, Tax, which automatically calculates and explains the profits or losses on the Bit2Me platform.

The User will obtain a downloadable report containing all the information relating to the profits or losses derived from trading in crypto assets.

Users who intend to use the Bit2Me Tax service must accept the specific Terms and Conditions within the **Bit2Me** website or app itself. These are also published on the **Bit2Me** website.

To the maximum extent permitted by applicable law, we do not guarantee, expressly disclaim, and you agree to waive, any and all other warranties of any kind, whether express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title or non-infringement, or warranties arising from the course of performance, the course of dealing, or usage in trade. Without limiting the foregoing, we also do not represent or warrant that Bit2Me Tax, its features, calculations, and all materials or information derived therefrom (including, without limitation, any tax reports that may be generated, if any): (a) will be accurate, complete, reliable, current, error-free, or free of viruses or other harmful components; (b) will be of such quality as to meet your specific individual needs at all times; and (c) constitutes an accurate and reliable reflection of your actual tax obligations (if any). You also understand and agree that we shall not be liable to you or anyone else for any error, delay, loss or damage arising out of or in connection with: (a) any inaccuracy, defect or omission in the crypto asset pricing data, or in the accounting or calculation methodology applied in BT; and (b) any interruption, system downtime, error or delay in the transmission of data or the processing of your data.

#### 13.18 BIT2ME COMMERCE

Bit2Me Commerce is an online payment gateway that aims to offer Merchants the possibility of receiving payments from their customers using crypto assets. In this regard, Bit2Me Commerce is available to those companies and/or self-employed individuals who have an e-commerce business and wish to facilitate purchases with crypto assets for their end customers (hereinafter "End Customer").

In addition, through Bit2Me Commerce, merchants will be able to make withdrawals, exchanges and other transactions with crypto assets thanks to a configurable interface that allows them to operate with virtual wallets in a personalised, secure and simple manner.

The Merchant shall be a natural or legal person who is considered a trader as established in Article 1 of the Spanish Commercial Code or similar regulations.

Merchant users who wish to contract the Bit2Me Commerce service must accept the specific Terms and Conditions. These are also published on the **Bit2Me** website.

# 13.19. APPLICATION PROGRAMMING INTERFACES

**Bit2Me** may provide access to specific information and data through APIs. The user may only use them in their original state and without modification through the **Bit2Me** Customer Account. Once the request for the creation of an API key has been completed, 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 only be displayed once. If you do not remember this API key in the future, you may need to create a new one.

The user acknowledges and accepts that the scope and specific form of the APIs is at the sole discretion of **Bit2Me**, and that **Bit2Me** may modify or discontinue use of the APIs at its sole discretion at any time. **Bit2Me** may set limits on the number of API calls that can be made, at its sole discretion. If you exceed these limits or violate any other condition of these **Bit2Me** Pro or TyCG Rules, **Bit2Me** may moderate your activity or stop offering you access to the APIs at its sole discretion.

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

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

It shall be your sole responsibility to properly secure and keep your API keys confidential. You accept full responsibility for any use of **Bit2Me** facilitated through the API keys or any other application you may authorise (including any activity by you or third parties who have access to your account information, with or without authorisation).

#### 13.20. OTC

**Bit2Me's** Over-the-Counter (OTC) service consists of an exchange modality that operates under its own specific Terms and Conditions (TYC). Access to this service is subject to the signing of an individualised contract between **Bit2Me** and the customer.

This service is designed exclusively for customers who wish to carry out transactions of a considerable volume, the exact amount of which will be specified and updated periodically at **Bit2Me's** discretion. Alternatively, **Bit2Me** reserves the right to offer access to this service to those users who, at its sole discretion, it considers to be commercially beneficial to the company to maintain in the OTC service. This ensures that the OTC service is optimised for large operators or for those customers whose relationship with Bit2Me provides strategic value.

#### 13.21. ADDITIONAL INFORMATION

In order to facilitate understanding of the use of the services provided, **Bit2Me** makes available to the user through its website <a href="https://support.Bit2Me.com/">https://support.Bit2Me.com/</a> a Knowledge Base containing detailed additional information on the registration, purchase and sale processes, as well as other information related to the referral programme or the basic concepts of Crypto Assets and the **Bit2Me** Platform.

From the link indicated in the previous paragraph, users may contact **Bit2Me** Support at any time to ask any questions they may have by selecting the "NEW TICKET" option.

# 14. OBLIGATIONS, RESPONSIBILITIES AND RISKS

## 14.1. BIT2ME'S OBLIGATIONS

### Bit2Me undertakes to:

- a. Respond as diligently as possible to all queries that may be made by the user arising from the use of the services included on the website.
- b. Provide the service to the user in accordance with the provisions of these GENERAL TERMS AND CONDITIONS.
- c. Keep the **Bit2Me** Platform operational 24 hours a day, except for temporary interruptions due to website maintenance services, technical or computer problems such as internet outages caused by any reason, computer attacks and similar situations that temporarily make it impossible to provide the service. The service will be restored as soon as the incidents have been resolved.
- d. Notify any movement that **Bit2Me** may consider suspicious for the purposes of compromising the security of the user's account, for subsequent analysis.

# Bit2Me is not obliged to:

a. Carry out transactions that aim to affect users with crypto assets from free distributions or AIRDROPS, or from block chain forks or FORKS.
 Bit2Me reserves the right to carry out this type of transaction as it

deems appropriate and within the timeframes it considers appropriate.

#### 14.2. USER OBLIGATIONS

#### The User undertakes to:

- a. Provide the information required in the forms in the cases indicated in the previous sections when selling crypto assets.
- b. Confirm acceptance of these GENERAL TERMS AND CONDITIONS by clicking on the "I have read and accept the GENERAL TERMS AND CONDITIONS" button.
- c. Provide **Bit2Me** with all the necessary data for access and use of the services that require prior identification, which must be accurate, current and true.
- d. Take the necessary security measures, both personal and material, to maintain the confidentiality of relevant data provided by **Bit2Me** or its partners, as well as immediately notify **Bit2Me** of any loss, misplacement, theft, or unlawful access on your behalf and/or to your knowledge by third parties. The user expressly accepts that any use of the service made with their access credentials has been made by them.
- e. To make appropriate use of the Services included in the **Bit2Me** Platform, always in accordance with the legal system.
- f. Not to carry out any activity that hinders or interferes with the operation of the Services included in the **Bit2Me** Platform.
- g. To take responsibility for all operations carried out on their user account, exempting **Bit2Me** from any liability.

The user assures that they understand and have the necessary knowledge to use blockchain systems and services, and that they are fully aware of the risks associated with the purchase and sale of crypto assets and the use of blockchain. **Bit2Me** shall not be liable for any loss of crypto assets or traditional currencies or situations that make it impossible to access them, which may result from any action or omission by the user.

#### 14.3. RISKS INHERENT TO CRYPTO ASSETS

The user declares that they are aware of all the risks involved in the transaction and possession of crypto assets, including the partial or total loss of the amounts invested, and therefore exempts **Bit2Me** from any liability for the loss of their crypto assets for reasons not attributable to **Bit2Me**.

The user accepts that the purchase/sale and other transactions of crypto assets 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 crypto assets, and therefore **Bit2Me** shall not

be liable in any way for any losses or gains incurred by the user when selling their crypto assets to **Bit2Me.** 

**Bit2Me** does not offer any type of advice (tax, financial, economic, accounting, commercial or any other) to the user. Therefore, any decision made by the user is made on a personal basis, on their own initiative, and is not the result of any promotional activity or offer by **Bit2Me**.

Given that transactions with crypto assets are irreversible, the user must take extreme precautions when making payments or providing a correct public wallet address. **Bit2Me** shall not be liable for any amount, whether in crypto assets or fiat money, sent from the user's account.

**Bit2Me** assumes no responsibility for failures in the internet network, in the blockchains of crypto assets, banks, or for attacks on software by any hacker that result in the loss or disappearance of crypto assets owned by the user.

The user acknowledges that there is no guarantee fund or compensation scheme applicable in the event of loss of crypto assets. However, if **Bit2Me** were to be liable for such loss due to wilful misconduct or gross negligence, our liability would be limited to the market value of the crypto assets at the time the loss occurred.

Notwithstanding the foregoing, in cases where an error may occur during the process of buying or selling crypto assets, the user may contact **Bit2Me's** support service at <a href="http://support.Bit2Me.com">http://support.Bit2Me.com</a>.

#### 14.4. LIMITATION OF BIT2ME'S LIABILITY

The user acknowledges and accepts that **Bit2Me** offers two types of services. Some are regulated by European and Spanish regulations, supervised by authorities such as the National Securities Market Commission (CNMV) or the Executive Service for the Prevention of Money Laundering and Terrorist Financing (SEPBLAC), which provides protections and guarantees to the user. Other services are not currently regulated and therefore do not have the same protections.

**Bit2Me** will not be liable for services that do not comply with the legislation of other countries, which users may access at their own risk.

Responsibility for any incident related to methods of payment and receipt of legal tender shall lie solely with the provider of such services. Any incident in the operation of banking institutions shall be the sole responsibility of those institutions.

**Bit2Me** is released from any liability in the event of misuse or use contrary to the legal system of the **Bit2Me** website or app by the user.

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

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

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

**Bit2Me** assumes no responsibility for the 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 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 them.

**Bit2Me** assumes no responsibility for the loss of funds resulting from deception of users by third parties; for example, scams that request payments in crypto assets for services never rendered.

**Bit2Me** prohibits the purchase of crypto assets on **Bit2Me** for the payment of a ransom typically demanded by *ransomware* (such as *Cryptolocker*). If the user finds themselves in this situation, our team invites all users to contact the police and never make the payment.

The user will 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 the following actions:

- Use of data that is out of date, false or does not correspond to reality.
- Use by third parties of the user's personal passwords.

#### 15. ASSIGNMENT AND SUBROGATION BIT2ME

**Bit2Me** may, if it deems necessary, transfer or subcontract the contracts formalised with users to other entities in order to carry out the purpose of the contract as established in these GENERAL TERMS AND CONDITIONS.

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

**Bit2Me** will make every reasonable effort to ensure that the user can access the services in accordance with these General Terms and Conditions. However, **Bit2Me** may temporarily suspend the services for maintenance or updates, and will make every reasonable effort to inform you of such Scheduled Maintenance. The user acknowledges that this may not be possible in cases of emergency and accepts the risks associated with the fact that the user will not always be able to access, use or carry out transactions with the **Bit2Me** Account.

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

Likewise, failure by the **Bit2Me** user to comply with the obligations listed below will result in the temporary suspension of the service on the **Bit2Me** Platform until such time as the user remedies the situation:

- a. Failure to provide additional information necessary for user identification, their operations or the origin of their funds.
- b. Failure to accept possible updates to the GENERAL TERMS AND CONDITIONS or the Privacy Policy.

The suspension of the service has the following consequences:

- a. **Bit2Me** will notify you of its decision to temporarily suspend your activity on the Platform, indicating the reason for the suspension (unless there is a legal obligation not to do so), and requesting the actions to be taken to rectify 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 it.
- c. This temporary suspension becomes permanent after THIRTY (30) days from the start of the temporary suspension if the situation has not been regularised or updated with the information necessary to continue operating on the **Bit2Me** Platform. Once those THIRTY (30)

days have elapsed without the situation being regularised and, in the event of having a balance in any of the currencies in their *Wallet*, it will be blocked and considered an account with an abandoned balance and/or storage, or in other words, an "inactive account", **with Bit2Me** applying the legal regulations in force or, where appropriate, acting in accordance with the orders of the competent authorities.

#### 17. INACTIVE ACCOUNTS

**Bit2Me** may declare an account inactive if:

- Has not carried out any transactions for a period of more than 12 months
- Has not logged into the account for a period exceeding 3 months
- Does not respond to requests and/or provide requested documentation within a period of 30 days.
- Cannot be contacted for more than a year

If the Customer finds themselves in one of the situations described above, the account will be declared inactive, and **Bit2Me** may take the following actions:

- Charge an inactive account fee, the amount of which can be found in the <u>fee table</u>, to cover the cost of maintaining the assets by **Bit2Me** Operators, their subsidiaries or any third party, which will be withdrawn directly from the inactive account on a monthly basis; and
- Transfer the inactive account (including the Digital Assets contained therein) to a subsidiary of **Bit2Me** Operators, to any third-party custodian or to an isolated wallet when **Bit2Me** deems it reasonably necessary. In the event that the transfer has been made, you have the right to recover your digital assets in accordance with **Bit2Me's** verification requirements, including the completion of customer and transaction knowledge and verification procedures;
- Close an inactive account at any time, and Bit2Me shall not be liable for any loss, damage or expense incurred as a result of closing an inactive account unless there is fraud or deliberate breach on the part of Bit2Me. The assets in these inactive accounts will be transferred in accordance with the preceding paragraph. After closing an inactive account, you will not be able to reactivate it (i.e., you will have to register a new Bit2Me account if you wish to continue using Bit2Me's services).

The account will be considered active again when the user logs in or makes a transaction.

**Bit2Me**, except where required by law, court order or order of a competent authority, will offer the customer the possibility of withdrawing funds from

inactive or closed accounts, without prejudice to the collection of fees stipulated for inactivity.

**Bit2Me** reserves the right to decide on the form of withdrawal of funds, and **Bit2Me** may offer withdrawal in fiat or crypto.

Acceptance of these Terms and Conditions implies the Customer's knowledge, understanding and express consent to the provisions of this clause, recognising it as an essential element of the contract.

#### 18. SET-OFF CLAUSE

The Customer expressly acknowledges and accepts that **Bit2Me** shall have the right to offset any monetary debt that the Customer has with **Bit2Me**, provided that it is liquid, due and payable, with the balances that the Customer holds in their account. This authorisation extends to both balances in legal tender (fiat) and balances in any type of crypto asset deposited in the Customer's account.

Debts subject to compensation may include, but are not limited to, unpaid service fees, transaction fees, account overdrafts, negative balances resulting from transactions, or any other amount owed by the Customer to the Company in connection with the provision of the services regulated in these Terms and Conditions.

# **Enforcement Procedure.**

In order to execute the compensation, the Company shall follow the following mandatory procedure:

- a) Prior Notification: Bit2Me shall notify the Customer in writing (via the email address registered in their account) of the existence of the debt, its exact amount and the concept, granting them a period of no less than four (4) calendar days to proceed with voluntary payment.
- b) Enforcement of Compensation: Once the above period has elapsed without the debt having been paid, the Company shall be automatically entitled to:
  - **i. Compensation on Fiat Balance:** First, deduct the amount owed from the balance in legal tender (Euros or other) that the Customer holds in their account.
  - ii. Liquidation of Crypto Assets: If the fiat balance is insufficient to cover the entire debt, the Company shall proceed to sell the Customer's crypto assets as necessary to cover the remaining amount.
- c) Valuation of Crypto Assets: The sale of crypto assets will be carried out at the market price prevailing on Bit2Me at the exact time of the sale. Bit2Me will apply standard transaction fees to this operation. The choice of the crypto asset to be liquidated (if the customer owns

- several) will be made at **Bit2Me's** discretion, always seeking the option considered most efficient to cover the debt.
- d) Subsequent notification: Once the compensation and/or liquidation has been executed, Bit2Me will provide the Customer with a detailed receipt for the transaction, indicating the amount of the original debt, the assets used to satisfy it, the exchange rate or sale price applied and the remaining balance in the Customer's account, which will be reflected in the customer's account transaction history.

Acceptance of these Terms and Conditions implies the Customer's knowledge, understanding and express consent to the compensation and settlement mechanism described in this clause, recognising it as an essential element of the contract.

# 19. TERMINATION AND RESOLUTION

This contract shall be terminated for the following reasons:

- a. Failure to accept the modification of the Privacy Policy, the GENERAL TERMS AND CONDITIONS or the price of the service, or any applicable law and regulation (including any law relating to the fight against money laundering, terrorist financing, international economic sanctions and embargoes): The contract shall be automatically terminated.
- b. Due to breach by either party of any essential obligation of the contract: The other party may unilaterally terminate this contract.
- c. At the express request of the user: The user may decide at any time to terminate this contract, in which case they must communicate their decision to the following email address: verifications@bit2me.com. When this contract is terminated for any reason, the user may not request **Bit2Me** to undo the transaction or transactions carried out during the term of the contractual relationship. Therefore, no refunds of crypto assets sold to **Bit2Me or** restitution of cash (legal tender) may be requested.
- d. Due to the detection by **Bit2Me** of fraudulent actions, antisocial 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, cyberattack, extortion, manipulation, violence, or blackmail.
- f. Participating in fraudulent activities or causing us to suspect that the User or any authorised User may have participated in fraudulent Transactions or activities.
- g. Providing false, inaccurate or misleading information regarding the User's use of **Bit2Me's** Services, in communications with us or in any other aspect related to these Terms and Conditions.
- h. The existence of any other just cause for **Bit2Me** to terminate the contract.
- i. Due to legal imposition or by order of a competent authority.

**Bit2Me** will take reasonable measures to adequately notify the User of the reason for closing the account. However, in some cases, current legislation may require us not to disclose the reason.

We will take reasonable measures to notify the User in an appropriate manner. However, in some cases, current legislation may require us not to do so.

#### 20. INVALIDITY OF ANY PROVISION

If, for any reason, any provision of these GENERAL TERMS AND CONDITIONS is deemed invalid, this shall not affect the remaining provisions of the contract, which shall remain in force for the established term.

#### 21. 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 accepts the processing of their data as described in the Privacy Policy established by **Bit2Me** at <a href="https://Bit2Me.com/es/legal/privacidad.">https://Bit2Me.com/es/legal/privacidad.</a>

# 22. PREVENTION OF MONEY LAUNDERING

In accordance with the provisions of letter z) of <u>Article 2.1 of Law 10/2010 on the Prevention of Money Laundering and Terrorist Financing</u>, **Bit2Me's** activity as a provider of virtual currency exchange services for fiat currency and electronic wallet custody 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 these regulations require, among other obligations, the identification of its users through documentation, the collection of information on the nature of their professional or business activity, and the reporting, 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 operation for which there is evidence or certainty that it is related to money laundering.

In the event that a user account has an operational restriction due to reasonable suspicion of illegal activity, including, but not limited to, activities related to money laundering, terrorist financing, fraud or any other conduct contrary to current legislation and these General Conditions, **Bit2Me** reserves the right to apply the provisions set forth in clause 17 to the balance in said account.

It shall be understood that, from the moment **Bit2Me** determines the existence of evidence of illegality that justifies the block, the balance of the affected account shall be subject to the same terms and conditions, including possible maintenance fees, periods of inactivity, and procedures for the management and disposal of funds, that would apply to an inactive account. **Bit2Me** will only inform the user about the blocking and the reasons for it, to the extent that applicable regulations allow and do not compromise the investigation. The user accepts that, in such cases, **Bit2Me** may take the necessary measures to comply with its legal and regulatory obligations, including the retention of funds, the suspension of services, and communication to the competent authorities. The application of this clause does not in any way exempt the user from the legal responsibilities that may arise from their unlawful actions.

#### 23. CUSTOMER SERVICE

The user has access to a Customer Service Department so that they can contact an agent directly at the following address: <a href="https://support.bit2me.com/es/support/home">https://support.bit2me.com/es/support/home</a>

# 24. BILLING

In relation to the services for the purchase and sale of crypto assets provided by **Bit2Me**, and pursuant to the provisions of <u>Article 20</u>, <u>paragraph one</u>, <u>section 18</u>, <u>letter m</u>) of <u>Law 37/1992</u>, 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 <u>section 2 of article 2 of this Regulation</u>, for the following transactions: a) Transactions exempt from Value Added Tax, pursuant to the provisions of article 20 of its governing law, with the exception of the transactions referred to in section 2 below. However, the issuance of an invoice shall be mandatory for transactions exempt from this tax in accordance with Article 20.

However, the issuance of an invoice shall be mandatory in transactions exempt from this tax in accordance with Article 20. One. 2nd, 3rd, 4th, 5th, 15th, 20th, 22nd, 24th, 25th and 28th of the Tax Law.

We only issue invoices and copies thereof 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 this end, the customer must request the invoice from **Bit2Me**, and it will be delivered within a maximum of 60 working days.

#### 25. INTELLECTUAL AND INDUSTRIAL PROPERTY

The **Bit2Me** website, software and app, their source code and the content they contain are protected by national and international intellectual and industrial property laws. They may not be exploited, reproduced, distributed, modified, publicly communicated, transferred or transformed without the express written authorisation of the rights holders.

The design, images, labels, distinctive signs, trade name, trademarks, logos, products and services contained in **Bit2Me** are protected by industrial property law.

Access to **Bit2Me** does not grant users any rights or ownership 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**.

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

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

# **26. SECURITY SYSTEMS**

Bit2Me's security systems can be consulted in the "security" section of our main website: https://bit2me.safebase.us/.

# 27. APPLICABLE LAW AND COMPETENT JURISDICTION

These General Terms and Conditions shall be interpreted and governed in accordance with Spanish law. For the resolution of any dispute that may arise from this contract, the parties shall submit to the jurisdiction of the competent courts. If the User is a consumer, they may file a claim before the jurisdiction determined by specific legislation. If the User is a legal entity or a professional acting within the scope of their activity, the parties shall submit, expressly waiving any other jurisdiction, to the Courts and Tribunals of the city of Elche (Alicante, Spain).

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