



TERMS AND CONDITIONS FOR THE BITNOVO REFERRAL PROGRAMME

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1.- LEGAL INFORMATION

Company Name: PRESSBROKERS, S.L.

Trade name: BITNOVO®

BITNOVO® is a trademark owned by PRESSBROKERS registered in Spain under number M3658597.

Address: Isla de Cerdeña 1, Bajo, 46023, Valencia, Spain

VAT NO: B-98346646

Registration: Valencia Companies Register, Volume 9.334, Folio 18, Entry 1, Page V-143.975 Telephone: +34 960 661 265

E-mail: info@bitnovo.com

2.- OBJECTIVE

The purpose of this document is to set out the terms and conditions that will apply to the BITNOVO® Referral Programme.

3.- CHARACTERISTICS OF THE PROGRAMME

The BITNOVO® Referral Programme is a binding agreement between BITNOVO® and the Referrer, which allows the Referrer to refer BITNOVO® services to other companies (hereinafter referred to as "Referrer") and to receive remuneration for such referrals.

The Referrer is an intermediary trader independent of BITNOVO®, and enjoys full independence in the organization of his professional activity and the time he devotes to it. The Referrer may carry out his professional activity on behalf of third parties other than BITNOVO®.

The BITNOVO® referral service is the Bitnovo Pay platform.

To acquire Referrer status and generate referral links or codes, the Referrer must be registered and validated in BITNOVO® as a Bitnovo Pay user, in accordance with the provisions of the [Bitnovo Pay Terms and Conditions](#).

Access to and participation in the Referral Programme implies full acceptance of these Terms and Conditions (hereinafter the "Terms and Conditions"). A Referrer who does not accept these Terms and Conditions may not participate in the Programme.



The links or referral codes are unique and are generated for each referrer. In the Bitnovo Pay administration panel you can view and manage the balance generated.

The Referrer shall have full capacity to manage itself, and shall comply with these Terms and Conditions, as well as with any other legal obligations, both tax and social security, which may be applicable, and the Referrer shall be solely responsible for such compliance.

The Referrer may invite as many referrals as he/she wishes without limit.

4.- RESTRICTIONS AND REGULATORY COMPLIANCE

4.1. The Referrer declares and guarantees its full compliance with all laws, rules and regulations applicable to its activity as a Referrer, with special emphasis on compliance with Social Security and Tax regulations.

4.2. They must also comply with data protection regulations and the law on information society services, and may not send, among other things, commercial communications classified as SPAM.

4.3. The referrer must comply with [Circular 1/2022](#), of 10 January, of the National Securities Market Commission (CNMV), on the advertising of crypto-assets presented as investment objects, the purpose of which is to develop the rules, principles and criteria to which advertising activity on crypto-assets must be subject, insofar as applicable.

4.4. The Referrer in its referral activity must take into account the existence of countries in which BITNOVO® does not provide services due to regulatory compliance policies. Although the Referrer may carry out this activity in the countries in which BITNOVO® does provide services, it is clarified that the territories described are not considered to be exclusive. The available countries can be viewed on the [BITNOVO® website](#).

4.5. The Referrer declares that it has all the necessary licenses and administrative requirements to carry out its activity, as well as that all its workers, if applicable, are legally employed.

4.6. In the event of breach of any of the conditions set out in this document, or any breach of the applicable legislation, the Referrer shall lose its status and, therefore, the right to receive the remuneration to which it may be entitled, from the moment that BITNOVO® becomes aware of the breach, without the right to make any claim whatsoever in this respect.

Likewise, no commissions shall be paid in the event that BITNOVO® becomes aware by any means that the Referrer or Referred has acted fraudulently or in bad



faith, in contravention of the provisions of these general terms and conditions, as well as the applicable legislation.

5.- REMUNERATION AND CALCULATION

5.1. The Referrer shall receive remuneration (hereinafter "commission") for each Referral who validly registers with BITNOVO® and makes one or more transactions on the BITNOVO® platform.

5.2. The commission shall be the only remuneration to which the Referrer shall be entitled, and he shall bear all the costs of his prospecting and organization.

5.3. The Referrer shall be entitled to receive a 20% commission on the commission received by BITNOVO® for the transactions carried out by the Referrals.

5.4. The Referrer shall not be entitled to reimbursement of expenses incurred in the exercise of his activity.

5.5. Referrers may consult the balance generated through the administration panel.

5.6. The commissions will be calculated in euros (€) using as a basis the total commission that BITNOVO® earns for the transactions made by each Referral.

5.7. In accordance with the provisions of Law 10/2010 of 28 April, its implementing regulations RD 304/2014 of 5 May, the bank transfer is established as the means of payment accepted by the parties. To this effect, the Referrer has communicated a bank account of its ownership where the payments derived from this instrument must be made. The minimum amount for balance withdrawals shall be 10 (ten) euros.

5.8. Similarly, in addition to the settlement method set out above, BITNOVO® allows the withdrawal of balances using cryptocurrencies. The Company shall be responsible for any transaction fees associated with the use of the cryptocurrency and the chosen network.

In order to withdraw in cryptocurrency, the Referrer shall comply with the following requirements:

- a) Choice of Cryptocurrency: The Company must select the cryptocurrency with which it will make the withdrawal from among those offered by the gateway, and must choose the appropriate network for the transaction. This choice is the sole responsibility of the Company.
- b) Proprietary Wallet: The Company must provide a proprietary wallet address to receive the cryptocurrency balance. This address must be valid and under its power of management. The Company assumes responsibility for maintaining the confidentiality and security of its wallet.
- c) Minimum amount: The minimum amount for withdrawals in cryptocurrencies shall be 100 (one hundred) euros.

PROVIDER OF VIRTUAL CURRENCY FOR FIAT CURRENCY EXCHANGE SERVICES

Authorisation Banco de España D687

PRESSBROKERS S.L. Isla Cerdeña 1, bajo, 46023, Valencia.

BITNOVO® registered trademark M3658597



6.- SELF-INVOICING AND FISCAL RESPONSIBILITY

The Referrer authorises BITNOVO® to generate a self-invoice for the commissions obtained, including applicable taxes. The Referrer has a period of two days to check the details of this invoice; if no objection is made within this period, it shall be considered valid for all purposes.

The Referrer shall be solely responsible for the fulfilment of tax obligations related to the commissions received.

7.- INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The website www.bitnovo.com, the BITNOVO® mobile application, as well as the Bitnovo® API and any other software owned by BITNOVO®, the source code and all the contents of these, including text, photographs, music, graphics, icons and the design, configuration, structure, combination of colours, trademarks, designs, domain names, links and any other element incorporated therein, are owned by BITNOVO®, as it has all the intellectual and industrial property rights over them, including, but not limited to, all the intellectual and industrial property rights, including, but not limited to, the intellectual and industrial property rights, links and any other element incorporated therein, are the property of BITNOVO®, as it holds all intellectual and industrial property rights, including but not limited to patent rights, copyrights, trade secrets, trademarks and know-how.

These terms and conditions do not transfer title to any of these rights, nor do they prevent BITNOVO® from selling, licensing, modifying, publishing or distributing and using such technology and/or tools, in whole or in part, to a third party contractor.

BITNOVO® grants the Referrer, by virtue of these terms and conditions, a non-exclusive licence, free of charge and valid for the duration of these terms and conditions, to use, display and publish the BITNOVO® trademarks for the proper performance of the distribution and compliance with current legislation in accordance with BITNOVO®'s indications of trademark use.

The contracting parties may not use or reproduce any trademark, logo or copyright of the other party except in accordance with these terms and conditions or by written permission of the other party.

8.- PROTECTION OF PERSONAL DATA

BITNOVO® and the Referrer are obliged to respect the current regulations applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as of 25 May 2018 (hereinafter the "GDPR"), as well as Organic Law

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3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGG).

9.- MODIFICATION OF TERMS AND CONDITIONS

BITNOVO® reserves the right to modify these terms and conditions at any time and undertakes to notify Referrers of such changes.

Notification may take place through various means such as email, the BITNOVO® website, and/or the BITNOVO® mobile application. The Referrer will be informed in advance of the modifications, and is encouraged to regularly review the updated terms and conditions. Continued use of the services offered by BITNOVO® after notification shall be deemed acceptance of the modified terms and conditions.

10.- LEGISLATION, JURISDICTION AND COMPETENCE

These Terms and Conditions shall be construed and enforced in accordance with Spanish law. These Terms and Conditions are of a commercial nature. For all matters not provided for in these Terms and Conditions, the provisions of the applicable civil and commercial legislation shall apply.

The Parties, expressly waiving any other jurisdiction that may correspond to them, submit to the jurisdiction of the Courts and Tribunals of Valencia (Spain) for the resolution of any dispute that may arise in the interpretation, execution or fulfilment of these Terms and Conditions. In accordance with REGULATION (EU) No. 1215/2012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.