

# GENERAL CONDITIONS OF ACCESS AND USE FOR WEBSITE AND APPLICATION USERS

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## 1.- LEGAL INFORMATION.

**Company Name:** PRESSBROKERS, S.L., hereinafter PRESSBROKERS

**Trade name:** BITNOVO®

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

**Address:** Isla de Sardinia 1, Bajo, 46023, Valencia

**VAT NO:** B-98346646

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

**E-mail:** info@bitnovo.com

## 2.- OBJECT.

The purpose of this contract is the provision of the services offered by PRESSBROKERS, through the BITNOVO® Platform (hereinafter the Platform).

With any device with an internet connection, the Client or User can access the Platform through:

- the **website** [www.bitnovo.com](http://www.bitnovo.com),
- the **BITNOVO app** (available free of charge for IOS and Android on the App Store and Google Play respectively).
- BITNOVO ON/OFF RAMP "**BITNOVO RAMP**" integrated into third party platforms. Bitnovo Ramp is a widget that can be installed on third party websites (hereinafter the integrators) that allows visitors to these websites to access the BITNOVO® Platform by redirecting them to your web environment.

Regardless of the form of access to the Platform, PRESSBROKERS shall, in any case, be responsible for the correct provision of the services through the Platform.

To this effect, they agree to emphasise that the integrators do not participate in any way in the provision of the services provided by PRESSBROKERS which are governed by these General Conditions of Use.

The client or user undertakes to use the platform responsibly, exonerating PRESSBROKERS from any liability arising from inappropriate, erroneous or illegal use of the web platform or application.

## 2.1. BITNOVO WALLET. THE SERVICES.

Through the BITNOVO® application, PRESSBROKERS provides the customer or user with a wallet or electronic purse from which to carry out all the operations described below (the Services). The customer or user may create this wallet or restore an existing wallet.

### - **Wallet creation:**

To create the wallet, the customer or user must select this option and create a PIN. The platform will provide them with the 12 words of their security seed, which they must write down and keep safe. The customer or user can activate biometric identification by fingerprint or facial recognition.

### - **Wallet restoration:**

To restore the wallet, the customer or user must select this option, enter the 12 security words and create a PIN. The customer or user can activate biometric identification by fingerprint or facial recognition.

### - **Currencies supported:**

- Cryptocurrency:

BITNOVO® WALLET supports the main cryptocurrencies on the market. BITNOVO® is working to support an increasing number of cryptocurrencies and to provide them with all the functionalities.

The platform will use the BITNOVO® WALLET by default, although the user or customer may indicate, in the transactions they carry out, that they wish to use an external wallet. Similarly, this will also be required when the transaction includes unsupported cryptocurrencies.

In these cases, the user or customer will indicate an external wallet by entering the address of said wallet or by scanning the QR code. In any case, the customer or user must state that the wallet indicated is their own and does not belong to a third party, by ticking the box provided for this purpose.

- Legal tender trust currency or FIAT:
  - ▣ As far as fiat currency or FIAT is concerned, the only currency accepted is the **euro (€)**.

Users or customers may, by bank transfer, contribute funds to WALLET EURO, which they can store to buy cryptocurrencies at any time.

Users or customers will be able to receive and store the euro amount of the cryptocurrency sales they make.

Users or customers may withdraw stored funds at any time by bank transfer to the IBAN of the Single Euro Payments Area (SEPA). In this case, the amount and the details of the bank account, which must be held by the identified user or customer, will be requested.

Withdrawals of less than €300 will incur a fee of €1 which will be deducted from the total amount to be transferred.

The WALLET EURO is not available for the sale of so-called privacy cryptocurrencies (Monero, Dash and Zcash).

It is important to note that:

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1. BITNOVO® does not create the wallet, it only provides the application for its creation or restoration by the customer or user.
2. BITNOVO® will never have access to the wallet. Only the user, with their private keys, will have access to it.
3. The cryptocurrency is in the BLOCKCHAIN, not in the wallet.
4. The funds contributed to WALLET EURO are guaranteed by [Openpayd](#), an entity licensed by the Malta Financial Services Authority (MFSA) under Chapter 376 of the Financial Institutions Act as a financial institution licensed to issue e-money and initiate payment services, which is responsible for providing the service in collaboration with BITNOVO®. Openpayd is regulated under Directive 2009/110/EC.

Openpayd Financial Services Malta Limited  
Company number C75580  
Registered address at Level -3, 137 Spinola Road,  
St. Julians STJ 3011,  
Malta

5. When the user or customer orders transactions from the WALLET EURO, he/she expressly authorises BITNOVO® to execute them through this authorised financial institution.
6. Both BITNOVO® and Openpayd will carry out all due diligence measures to prevent fraud, money laundering and terrorist financing.

7. The WALLET EURO is not a deposit or investment account, so the electronic money stored will not generate interest or remuneration.

The customer or user shall be responsible for:

1. Due diligence in managing your wallet.
2. Store the security words to retrieve the wallet, as well as create backup copies of the wallet.
3. Custody of your funds and of transactions made, verified and authorised from your wallet.

### **Services:**

BITNOVO WALLET will allow the customer or user to have their funds under control, being the sole custodian of their private access keys, and to make use of the following services:

1. Convert cryptocurrency:
  - FIAT Currency - Cryptocurrency - [Purchase Process](#).
  - Cryptocurrency - FIAT currency - [Selling process](#).
  - [Cryptocurrency-Cryptocurrency-Exchange Process or SWAP](#).
2. Redeem cryptocurrency vouchers and consult points of sale.
3. Reload Card.
4. Store and track your transactions and funds.
5. Sending and receiving cryptocurrency.

Prior to requesting any service, the customer or user accessing the BITNOVO® PLATFORM for the first time or wishing to use its services for the first time, must register. For security reasons, both the e-mail address and the telephone number indicated on the form will be verified.

The **REGISTRATION** process is carried out in two steps:

#### **STEP 1: EMAIL VERIFICATION.**

The client or user will indicate an e-mail address to register and will receive a code that must be entered in the place provided for this purpose on the registration form in order to continue with the process.

#### **STEP 2: TELEPHONE VERIFICATION.**

The customer or user will indicate a telephone number to complete their registration. As in the previous step, the customer or user will receive a code that must be entered in the place provided.

Once you have completed the above steps, all you have to do is enter your user name (the e-mail verified in step 1) and create a valid password to **LOG IN to** your user account.

If, on the other hand, the customer or user is already registered and verified, they will only have to access their user account by identifying themselves with their user name (e-mail) and password, where they will be able to see their products and carry out operations.

## **SOCIAL LOGIN**

However, in the event that the client or user chooses to access the Platform through authentication and account verification services, such as the services of different social networks, he/she will be subject to the terms and conditions established by said social networks. Therefore, we will only request the necessary information from such platforms, including full name and email address, in order to identify the user and facilitate their access to PRESSBROKERS services.

### **2.1.1. CONVERT CRYPTOCURRENCY.**

#### *2.1.1.1. FIAT Currency - Cryptocurrency: Purchase Process.*

PRESSBROKERS provides a service for the purchase and sale of cryptocurrencies through various means of payment (all references to cryptocurrencies are to those that are enabled for purchase or sale at any given time. The user or customer is recommended to check the list of available cryptocurrencies when accessing the Platform). To do so, the client makes a purchase of cryptocurrency from PRESSBROKERS, for the amount in euros that he/she wishes (SEE LEVELS). For the provision of the service, PRESSBROKERS establishes an average price of the cryptocurrency, with a profit margin (BITNOVO® Commission). Prices will vary depending on the supply and demand of virtual currencies in the main reference markets. The Customer or User must take into account that, to this price will be added the costs of the transaction "mining fees", for the validation of the transaction on the network, which are completely unrelated to the service provided by the Platform (Network Commission).

PRESSBROKERS does not engage in any financial activity and its object is limited to the provision of a service for the purchase and sale of cryptographic virtual currencies through various means of payment.

Beforehand and regardless of the amount of the transaction, as a due diligence measure derived from compliance with current regulations on the prevention of money laundering and the financing of terrorism ([Law 10/2010 of 28 October on the Prevention of Money Laundering and the Financing of Terrorism](#)), as well as the anti-fraud policies implemented by PRESSBROKERS, it will be necessary to complete the first level of verification as indicated below:

#### **KYC BASIC LEVEL: IDENTITY VERIFICATION.**

It is carried out in **three steps**.

- **1:** The customer will be asked to tick the box depending on whether he/she is a customer acting on his/her own account or, on the contrary, acting in the name and on behalf of an entity. Once this has been done, he/she should indicate his/her own tax data, as well as those of the company, as the case may be, in the form shown.
- **2:** The customer or user is asked to provide a valid identity document. Front and back, with the specifications indicated.
- **3:** **The** client is asked to carry out a life test. Short video of their face, which will be carried out following the indications of the platform for correct verification.

PRESSBROKERS has outsourced the process of verification and validation of the aforementioned data, by virtue of the contract it has signed with the following entity

#### [Sum And Substance Ltd \(UK\)](#)

Data Protection Registration Number: ZA222205.

Company Registration Number: 09688671.

Address: 30 St. Mary Axe, London, England, EC3A 8BF.

The identification data of the natural persons, as well as the photographs sent will be shared with said entity, for the indicated purposes, which, as the entity in charge of carrying out the validation and verification of the data provided, will issue a report validating the identification or, on the contrary, rejecting it.

For more information:

[Sumsb Privacy Policy](#)



[Bitnovo® Privacy Policy](#)

Documents for the identification of natural persons:
<b>Natural persons of Spanish nationality:</b>
<ul style="list-style-type: none"><li>✓ The National Identity Card</li></ul>
<b>Natural persons of foreign nationality:</b>
<ul style="list-style-type: none"><li>✓ The Residence Card</li><li>✓ The Alien Identity Card</li><li>✓ Passport or, in the case of citizens of the European Union or the European Economic Area, the official personal identity document, letter or card issued by the authorities of origin.</li><li>✓ The identity document issued by the Ministry of Foreign Affairs and Cooperation for the staff of diplomatic and consular representations of third countries in Spain shall also be valid for the identification of foreigners.</li></ul>
Likewise, when the user or customer acts in the name and on behalf of an entity, he/she must provide:
<b>Legal persons:</b>
<ul style="list-style-type: none"><li>✓ Public deed of incorporation or notarisation of company resolutions, containing the company's name, legal form, registered office, the identity of its directors, articles of association and tax identification number.</li><li>✓ (In the case of legal persons of Spanish nationality, a certificate from the provincial Commercial Register, provided by the client or obtained by telematic consultation, will be admissible for the purposes of formal identification).</li></ul>
<b>In case of legal or voluntary representation:</b>
<ul style="list-style-type: none"><li>✓ Power of attorney deeds of the persons acting on their behalf, as well as identification documents of the representative and of the person or entity represented.</li><li>✓ (Verification by means of a certificate from the provincial Commercial Register, provided by the customer, or obtained by telematic consultation, is admissible).</li></ul>
<b>In entities without legal personality:</b>
They exercise entrepreneurial activity: <ul style="list-style-type: none"><li>✓ Documents proving the identity of all participants are provided.</li></ul>
They are not engaged in business activity: <ul style="list-style-type: none"><li>✓ Identification document of the person acting on behalf of the entity is provided.</li></ul>

## INTERMEDIATE LEVEL KYC: RESIDENCY TEST.

As a continuation of the Know Your Customer (KYC) measures, derived from the aforementioned due diligence obligations, in order to be able to carry out purchase transactions for amounts between 5,000 and 15,000 euros (whether it is a single purchase or successive purchases that in a short period of time equal or exceed this amount), customers must first provide documentation accrediting their residence.

Documents to verify address:
✓ Certificate of census registration
✓ Utility bill (telephone, gas, electricity, water) for less than 3 months.
✓ Bank statement of less than 3 months.

This list is merely enunciative and not limitative.

## ADVANCED LEVEL KYC: ORIGIN OF FUNDS.

PRESSBROKERS will continuously monitor the relationship established with the client or user, analysing and reviewing the operations carried out throughout the relationship. In this regard, and in accordance with current regulations on the prevention of money laundering and the financing of terrorism, as well as PRESSBROKERS' anti-fraud policies, the client will be asked to accredit the origin of the funds used to purchase cryptocurrency, as well as information about the nature of the professional or business activity carried out.

Supporting documents (among others):
✓ Balance on account.
✓ Bank statement.
✓ Payroll.
✓ Receipt of payment from the Social Security self-employed scheme.
✓ Census declaration form 036/037 filed with the AEAT.
✓ Declaration of Economic Activities Tax (IAE).
✓ VAT returns (monthly or quarterly, and the annual summary return).
✓ Personal income tax return.

✓ Corporate income tax return.
✓ Annual accounts filed with the Commercial Registry.
✓ Documentary justification in the case of dependence on other family members.

Such a request shall in any case be made for access to the Advanced Level of verification (purchase transactions above €15,000).

### **BASIC, INTERMEDIATE AND ADVANCED LEVELS KYC: PROOF OF PAYMENT.**

As a preventive measure applicable to all the levels described above, PRESSBROKERS will request that the customer or user accredits the means of payment used in the purchase transaction in the following cases:

- **Photograph of the card used**, showing the last 4 digits, as well as the cardholder, when the purchase transaction is equal to or greater than 1,200 euros.
- **Photograph of the card used**, showing the last 4 digits, as well as the cardholder, when in accumulated purchase transactions, due to these having been made in a short period of time, the amount is equal to or greater than 3000 euros.
- **Proof of the transfer** made, in the event that PRESSBROKERS cannot see the name of the holder, or if it can see it, it does not match the verified customer. Regardless of the amount of the purchase transaction.

**Important note:** in compliance with the Law on the Prevention of Money Laundering and the Financing of Terrorism, BITNOVO® may request that customers or users provide the documentation mentioned above, regardless of the parameters indicated, or any other additional documentation deemed appropriate for the purposes of complying with the obligations established in the aforementioned law.

Customers or users will not be able to carry out transactions as long as they do not complete the levels of verification described or refuse to provide the data requested, in which case BITNOVO® may unilaterally terminate the provision of services.

And, on the other hand, once they have been satisfactorily completed, you will be able to initiate the purchase order, which will be carried out as follows:

### 1.- SELECTION:

The customer or user chooses the cryptocurrency they wish to buy from the drop-down menu, as well as the amount in euros. Automatically, the platform will offer the user the amount expressed in the chosen cryptocurrency that he/she can buy according to the average price established in Bitnovo®. If the customer or user is satisfied with the conversion, he/she must accept and continue with the purchase process.

### 2.- DATA:

In order to make the purchase, the user must provide the following information:

- Choose a means of payment from among:
  - Card.
  - Wallet in euro.
  - Bank transfer (only for privacy currencies).
- Address of the electronic purse or *Wallet* where to receive the purchased cryptocurrency.
  - BITNOVO® will use the BITNOVO® Wallet by default.
  - Customers or users will be able to use an external wallet, if they indicate it in the enabled place. The customer will be asked to indicate a wallet by entering the code or scanning the QR. They must state that the wallet indicated is their own and not that of a third party, by ticking the corresponding box.

### 3.- SUMMARY OF THE OPERATION:

The customer will be shown a summary of the purchase transaction, indicating:

- The total amount in euro to be paid.
- BITNOVO® Commission.
- Network Commission.
- Method of payment.
- Wallet.
- The amount you will receive of the chosen cryptocurrency.

### PAYMENT:

Once the customer has accepted the details of the transaction, the payment process will begin.

Wallet Euro. - No additional data will be requested.

Card. - the customer will be asked to provide the following information:

- Card ownership.
- Card number.
- Shelf life (month/year)
- CVV/CVC
- Pay.

Transfer. - The customer will be provided with the necessary information to make the transfer correctly:

- Concept
- IBAN
- Bank
- SWIFT/BIC
- Amount
- Beneficiary: BITNOVO

Once the payment has been verified, the purchase transaction will be processed and the customer will receive the amount of cryptocurrency purchased at the indicated *wallet address*.

#### 2.1.1.2. Cryptocurrency-FIAT-currency: Sale Process.

Customers or users can sell cryptocurrency to PRESSBROKERS.

To do so, as in the previous case, the customer must register or log in to their user account and complete the first level of verification - BASIC LEVEL KYC: IDENTITY VERIFICATION - as described above.

Once the identity verification has been successfully completed, the customer or user will be able to initiate their sales order, which will be carried out as follows:

#### 1.- SELECTION:

The client or user will choose the cryptocurrency they wish to sell from the drop-down menu, as well as the amount in euros. The platform will automatically

offer the user the amount expressed in the chosen cryptocurrency to be sold according to the average price established in Bitnovo®, based on the supply and demand of cryptocurrencies in the main reference markets, with a profit margin. The customer or user must bear in mind that the transaction costs ("mining fees") for the validation of the transaction on the network, which are completely unrelated to the service provided by the BITNOVO® platform, will be added to this price. If the customer or user is satisfied with the conversion, he/she must accept and continue with the sales process. Therefore, he/she will always be informed before accepting the sale.

## 2.- DATA:

Where to receive the amount in euros of the cryptocurrency that the user or customer wishes to sell:

- Wallet in euro.
- Bank transfer for the sale of cryptocurrencies known as privacy cryptocurrencies. In this case, the customer or user will be asked to indicate the bank account (IBAN) where they wish to receive the amount in euros of their sale.

## 3.- SUMMARY OF THE OPERATION:

The customer will be shown a summary of the purchase transaction, indicating:

- Destination of the amount of the transaction: Wallet euros or Account Number (IBAN).
- The amount of the chosen cryptocurrency to be paid.
- The total amount you will receive in euros.
- BITNOVO® Commission

## SENDING THE CRIPTOMONNEY and PAYMENT:

Once the client has accepted the details of the transaction, the details will be indicated so that the client can proceed to send the cryptocurrency they wish to sell:

- QR code that can be scanned by the customer from their wallet to make the shipment.
- Quantity to be shipped.

- Electronic mailing address.
- Time available to perform the operation. Once expired, the codes will expire and cannot be used.

Once the receipt of the cryptocurrency has been verified, the client or user will receive a notification and the amount of the sale will be transferred to the wallet euros or to the bank account (IBAN) indicated by the client, as the case may be.

The customer or user will be able to see all the details in his transaction history.

As a due diligence measure derived from the application of the LPBC and FT, PRESSBROKES will only carry out transactions when the bank account indicated by the client belongs to the Single Euro Payments Area (SEPA).

No operations shall be executed when PRESSBROKERS is unable to implement the measures described above.

#### *2.1.1.3. Cryptocurrency-Crypto-currency: Exchange Process or SWAP.*

The procedure for the exchange (SWAP) of cryptocurrency requires the customer or user to provide their telephone number and email address in order to carry out the transaction. Once this has been done, the customer must follow the following steps:

##### 1.-SELECTION:

The customer or user must select the cryptocurrency he/she wants to receive and the amount, as well as the cryptocurrency he/she wants to send. The platform will automatically offer the chosen amount of cryptocurrency to be sent in the exchange. If the customer accepts the conversion, the exchange process will continue.

##### 2.- DATA:

The customer or user will indicate whether they wish to use an external wallet or will be required to do so if the cryptocurrency to be exchanged is not supported. If so, they must indicate the wallet address where they wish to receive the purchased cryptocurrency or scan the QR code. The wallet must be owned by the customer or user and this must be stated by ticking the box provided for this purpose.

##### 3.- SUMMARY:

The customer will be shown a summary of the SWAP, indicating:

- Receiving Wallet address or QR Code that the customer can scan from their wallet.
- The amount to send of the cryptocurrency chosen to exchange.

- BITNOVO® Commission.
- Network Commission.
- The amount to receive from the chosen cryptocurrency exchange.

#### SENDING AND RECEIVING THE EXCHANGED CRYPTOCURRENCIES:

Once the details of the operation have been accepted by the client, the details will be indicated so that the client can proceed to send the cryptocurrency they wish to exchange:

- Wallet address where to send the cryptocurrency or QR Code that can be scanned by the customer from their wallet to send the cryptocurrency.
- Amount of cryptocurrency to be sent.
- Time available to perform the operation. Once expired, the codes will expire and cannot be used.

Once the receipt of the cryptocurrency has been verified, the customer or user will receive a notification confirming the completion of the exchange.

The customer or user will be able to see all the details in his transaction history.

#### 2.1.2. COUPON REDEMPTION PROCESS. CONSULT POINTS OF SALE.

As described above, PRESSBROKERS provides, inter alia, a service for the sale of cryptocurrencies, including the issuance of coupons redeemable for cryptocurrencies.

In this way, the customer who has purchased a redeemable voucher in an authorised establishment must access the BITNOVO® platform to proceed with the redemption, selecting the option "Redeem Voucher".

As indicated in the procedures described in sections 3.1.1.1.1. and 3.1.1.2. above, the customer or user must register or log in to his/her user account and complete the first level of verification - BASIC LEVEL KYC: IDENTITY VERIFICATION - as described above.

Once the identity verification has been successfully completed, the customer or user will be able to start the voucher redemption process, which will be carried out as follows:



## 1.- SELECTION:

- The customer or user will choose the cryptocurrency they wish to acquire through the exchange from the drop-down menu.
- You will enter the voucher code and PIN.
- If applicable, TAGS
- You will indicate the wallet where you want to receive the purchased cryptocurrency:
  - BITNOVO WALLET.
  - External wallet, indicating the address or scanning the QR code. The wallet must be owned by the customer or user and this must be stated by ticking the box provided for this purpose.

The platform will automatically offer the user the amount expressed in the chosen cryptocurrency to be acquired by redeeming the voucher, according to the average price established in Bitnovo®. For the provision of the service PRESSBROKERS establishes an average price of the cryptocurrency with a profit margin. The prices will vary depending on the supply and demand of virtual currencies in the main reference markets. The Client or User must take into account that, to this price will be added the costs of the transaction "mining fees", for the validation of the transaction on the network, which are completely unrelated to the service provided by the BITNOVO® Platform.

If the customer or user is happy with the conversion, he/she must accept and continue with the redemption process.

## 2- SUMMARY OF THE OPERATION:

The customer will be shown a summary of the redemption transaction, indicating:

- Amount in euro.
- BITNOVO Commission.
- Network and distributor commission.
- Amount of the chosen cryptocurrency to be received.

Once the transaction details have been accepted by the customer, the exchange will be processed. The customer will receive a confirmation notification of the

transaction and the cryptocurrency, thus acquired, will be sent to the address of the eWallet or *Wallet* indicated by the customer.

The customer or user will be able to see all the details in his transaction history.

Vouchers redeemable in cryptocurrencies may be redeemed at any time within three months from the date of issue.

No swap transactions will be executed when PRESSBROKERS is unable to implement the measures described above.

The customer or user will be able to consult through the platform, the authorised points of sale where to acquire the redeemable coupons.

### 2.1.3. CARD RELOADING PROCESS.

As described in the procedure described in Section 3.1.1.2. Cryptocurrency - FIAT-Currency: Sale Process, customers who wish to do so may sell cryptocurrency to PRESSBROKERS. Thus, apart from the method of payment of the proceeds of the sale described in the aforementioned section, i.e. the use of the Euro Wallet or SEPA transfer to the bank account (IBAN) indicated by the customer, they have the option of "topping up" their VISA or MASTERCARD PREPAGO card, i.e. payment in euros of the amount of the sale will be made by depositing it in the account associated with the customer's Visa or MasterCard.

Customers or users wishing to use this service can consult the reloadable Visa or MasterCard prepaid cards under frequently asked questions.

Reloading is carried out as follows:

The customer must register in order to use this service and complete the first level of verification - BASIC LEVEL KYC: IDENTITY VERIFICATION - as described above.

Once the identity verification has been successfully completed, the customer or user will be able to start the recharge process, which will be carried out as follows:

- The customer must log in and access their account. They can then access their registered cards or insert a new card.
- If this is the first time that the customer or user is going to use this service, he/she must:
  - Enter the card details.
  - Assign an alias (optional)
  - To continue, you can either add the card or select recharge. Adding the card will allow the customer or user to view the movements.

- In the case of having already added a card, the customer or user will only have to select this one to recharge it.
- Once the "recharge" option has been selected, the client or user will choose the cryptocurrency they wish to sell from the drop-down menu, as well as the amount in euros. The platform will automatically offer the user the amount expressed in the chosen cryptocurrency that must be sold according to the average price established in Bitnovo® based on the supply and demand of virtual currencies in the main reference markets, with a profit margin. The Customer or User must take into account that, to this price will be added the costs of the transaction "mining fees", for the validation of the transaction on the network, which are completely unrelated to the service provided by the BITNOVO® Platform.

If the customer or user is happy with the conversion, he/she must accept and continue with the top-up process.

- Once the details of the operation have been accepted by the client, the details will be indicated so that the client can proceed to send the cryptocurrency he/she wishes to sell:
  - Amount and type of cryptocurrency to be sent
  - The electronic money delivery address and QR Code that can be scanned by the customer from their wallet to make the delivery.
  - Time available to perform the operation. Once expired, the codes will expire and cannot be used.

Once the receipt of the cryptocurrency has been verified, the customer or user will receive a notification and the amount of the sale will be transferred to the card indicated by the customer.

The customer or user will be able to see all the details in his transaction history.

The user identification process, as described above, in accordance with current regulations on the prevention of money laundering and the financing of terrorism, will be carried out by PRESSBROKERS, regardless of the identification process that the user has carried out with the card issuer, in accordance with the conditions established in its own regulations.

This entity will establish the economic limits and conditions in its rules of use.

#### 2.1.4. STORAGE. MONITORING OF TRANSACTIONS AND FUNDS.

On the home screen, the customer or user will have a complete overview of the cryptocurrency stored, as well as the market situation of other cryptocurrencies.

Furthermore, in addition to the amount stored, the customer or user can view the conversion to fiat currency of the cryptocurrency in question, the variation experienced in the last 24 hours, as well as a graph of the evolution of the cryptoasset, among other data of interest.

The user or customer will also be able to view the status of his WALLET EURO, as well as the stored amount of that currency.

Similarly, the customer or user will have access to their movements, where they will be able to see the details of each of their transactions and track their funds.

#### 2.1.5. SENDING AND RECEIVING CRYPTOCURRENCY.

Send:

The client or user may send cryptocurrency to the address of their choice. For this purpose, PRESSBROKERS offers the following options:

- Scan the QR code or enter the shipping address.
- Or connect to BITNOVO (LOGIN), to access saved addresses and contacts.

If the customer selects the second option, they will have access to their list of contacts, which will be displayed depending on whether they are BITNOVO users or contacts created by BITNOVO (see section on creating and importing contacts).

Once the customer has entered the address or scanned the QR code or selected a contact, they only have to indicate the amount of cryptocurrency they wish to send. BITNOVO ® will display a summary of the transaction containing the following information:

- Amount of cryptocurrency to be sent.
- Network Commission.
- Destination.

If the customer or user agrees with the summary of the transaction, he/she must confirm the transaction in order to send it.

Once the operation has been confirmed by the customer or user, it will be sent. The customer or user will be able to access the details of the transaction by accessing the detail. Information of interest contained in the detail:

- Cryptocurrency and quantity.
- Date and time.
- Network Commission.
- Exchange rate.

- Variation experienced.
- Destination.
- Transaction ID.
- The customer or user can add a note to the movement.

Receive:

Customers will also have the option to receive cryptocurrency in their wallet. In this case, they will have the option to allow the scanning of the QR code or to share their public wallet address so that third parties can send the cryptocurrency.

As in the previous case, the customer or user will have access to the data of the operation, accessing the details.

Information of interest contained in the detail:

- Cryptocurrency and quantity.
- Date and time.
- Network Commission.
- Exchange rate.
- Variation experienced.
- Emitter.
- Transaction ID.
- The customer or user can add a note to the movement.

### **Creation and import of contacts.**

As mentioned above, PRESSBROKERS offers customers or users the option of registering a list of contacts with whom they can carry out transactions. To access this list you only have to connect to BITNOVO® (LOGIN).

These contacts can be created by the customer or user or imported.

Imported Contacts:

These are contacts that the customer or user has stored in their address book and who are BITNOVO users. PRESSBROKERS will request permission from the customer to access their address book and display the contacts who are also BITNOVO users. The latter will have previously given their permission to share their public address with other BITNOVO users.

If there is no contact who is also a BITNOVO user, the customer or user can create or invite a contact.

Contacts created:

These contacts will be created by the customer or user. In this case, you must enter:

- ✓ Name.

- ✓ Surname.
- ✓ Addresses you wish to add.
- ✓ Photo

## 2.2. EARN

PRESSBROKERS offers its clients or users the "**Earn Service**", which provides a cryptocurrency staking service in collaboration with third party companies specialised in this activity. Cryptocurrency staking involves the participation of the client or user in the validation of transactions and the security of a specific blockchain network, in exchange for a reward in the form of cryptocurrencies. PRESSBROKERS acts only as an intermediary facilitating the connection between the user and the collaborating companies. Participation in the staking service is subject to the terms and conditions established by the collaborating companies, and the user acknowledges that PRESSBROKERS is not responsible for any actions, omissions or results arising from participation in cryptocurrency staking. It is the responsibility of the client or user to review and accept the terms and conditions provided by the collaborating companies before participating in the staking service.

## 2.3. ARE YOU A BUSINESS?

BITNOVO® makes its technology available to the customer or business owner.

### **Vendor panel.**

The owner of a business interested in selling coupons redeemable in cryptocurrencies in its establishment may request information in this regard through the information form provided for this purpose on the BITNOVO® Platform. Once the form has been sent, after accepting the [Privacy Policy](#), PRESSBROKERS' specialised customer service will provide the interested party with all the necessary information.

### **BITNOVO® ATMs.**

The owner of a business interested in selling coupons redeemable in cryptocurrencies in their establishment also has the possibility of doing so through the BITNOVO® ATMs. To request information in this regard, the interested Customer or User must send the form provided for this purpose, after accepting the [Privacy](#)

[Policy](#). The PRESSBROKERS specialised customer service department will contact the interested party to provide all the relevant information.

#### **Bitnovo Pay.**

The owner of a business interested in enabling the acceptance of payments through cryptocurrencies in its establishment has the option of contracting with PRESSBROKERS the platform called Bitnovo Pay. Through this platform, they will be offered the possibility of accepting cryptocurrencies as a form of payment in their commercial transactions, with the guarantee that PRESSBROKERS will make the corresponding settlement in fiat money.

If you prefer, you can contact PRESSBROKERS' specialised customer service for assistance. This contact can be made using the form provided for this purpose, subject to acceptance of the [Privacy Policy](#).

#### **Bitnovo Ramp.**

The owner of a business, interested in allowing its customers to operate with cryptocurrencies through a widget and/or API, has the option of requesting information in this regard through the information form provided for this purpose on the website. Once said form has been sent and the interested party has previously accepted the [Privacy Policy](#), PRESSBROKERS' specialised customer service will provide the applicant with all the necessary information in relation to this type of service.

## **2.4. OTC.**

Service for large cryptocurrency buyers. The user interested in this service must send the form provided for this purpose, after accepting the [Privacy Policy](#). The PRESSBROKERS specialised customer service will contact the interested party.

## **3.- RIGHTS AND OBLIGATIONS OF THE CLIENT OR USER.**

### **3.1. REQUIREMENTS TO BECOME A CUSTOMER OR USER.**

The following requirements must be met in order to use the BITNOVO® Platform and, therefore, the services made available to the customer:

- Be a natural person, over 18 years of age with legal capacity
- Have your own mobile phone
- E-mail address
- Holder of one of the identification documents referred to above

### 3.2. ACCESS TO SERVICES.

Access to the services shall be carried out as described in the previous sections.

### 3.3. REQUIREMENTS FOR ACCESS TO SERVICES.

In order to access the Services the Customer or User will need a device that meets the hardware and software compatibility requirements of the BITNOVO® Platform (which may vary over time) and Internet access. The Customer or User is aware that these factors may influence the performance of the BITNOVO® Platform and the ability to access the Services.

PRESSBROKERS is not responsible for the impossibility of access or deficiencies in the functioning of the BITNOVO® Platform due to the use of unsuitable devices, or for interruptions of Internet services due to network saturation or any other reason.

### 3.4. REPORTING AND DOCUMENTATION OBLIGATIONS.

The Client or User undertakes to:

- Provide PRESSBROKERS with all the information required in the forms and verification processes indicated in the previous sections.
- Provide a public address of the Wallet or electronic wallet to which PRESSBROKERS will send the cryptocurrencies that have been acquired. The Client or User will never provide the private key of that public address to PRESSBROKERS, so PRESSBROKERS will never be able to send any cryptocurrency from that address owned by the Client or User. The Client may modify this public address owned by him/her. This new public address must be previously communicated to PRESSBROKERS so that it can be operational and replace the previous one provided by the client for the sending of the cryptocurrency acquired by the Client or User.
- Provide any other additional information in application of the provisions of [Law 10/2010, of 28 April, on the Prevention of Money Laundering and the Financing of Terrorism](#) and other applicable legislation if deemed appropriate. Likewise, PRESSBROKERS may request information about the client or user from a third party if it has indications that the information provided is not correct. If the third



party's report reveals any inaccuracy in the data provided, PRESSBROKERS reserves the right to unilaterally cancel the service contract that binds them.

- Confirm acceptance of these General Terms and Conditions by clicking on the box on the platform where the prior acceptance of these terms and conditions is required for the provision of the service. This request for acceptance will appear with the text "I have read and accept the general terms and conditions of PRESSBROKERS or BITNOVO®".
- Communicate to PRESSBROKERS all the data necessary for accessing and using the services that require prior identification, which must be true, current and accurate.
- Adopt the necessary security measures, both personal and material, to maintain the confidentiality of relevant data supplied by PRESSBROKERS or its partners or suppliers for the provision of services.
- All information provided by the customer or user through the BITNOVO® Platform must be truthful. For these purposes, the customer or user guarantees the authenticity of all data provided as a result of completing the forms required to access the services or in accordance with the verification processes detailed in the preceding paragraphs.
- Similarly, it shall be the responsibility of the Client or User to keep all the information provided to PRESSBROKERS permanently updated so that it corresponds, at all times, to the real situation of the Client or User. In any case, the Client or User shall be solely responsible for any false or inaccurate statements made and for any damage caused to PRESSBROKERS or third parties as a result of the information provided. The client or user shall be liable for any damages that may be caused to PRESSBROKERS or third parties as a result of the data provided, as a consequence of the use of data that is not updated, false or does not correspond to reality, especially with regard to the data provided for invoicing.

PRESSBROKERS reserves the right to deny or withdraw access to the services, at any time and without prior notice, to those Clients or Users who fail to comply with these obligations.

### 3.5. BEHAVIOUR

The Client or User undertakes to behave appropriately in accordance with current legislation, morality and public order, and in particular undertakes to:

- Not to carry out any activity that hinders or interferes with the functioning of the services included in the BITNOVO® Platform.
- Make proper use of the services included in the BITNOVO® Platform in a diligent, correct and lawful manner, in accordance with the law, the legal notice,

these conditions or the general conditions of the services accessed, regulations for use and instructions made known to them, as well as with generally accepted morals and good customs and public order. To this end, the Client or User shall refrain from requesting the services for purposes or effects that are illicit, prohibited, harmful to the rights and interests of third parties, or that in any way may damage, render useless, overload, deteriorate or impede the normal use of the services, computer equipment or documents, files and all types of content stored on any computer equipment belonging to PRESSBROKERS, other clients or users or any Internet user (hardware and software).

- The Customer or User expressly undertakes not to store, use, transmit or disseminate:
  - Child pornography or other obscene, violent, illegal, xenophobic or defamatory material.
  - Using the network to transmit or advertise language that is defamatory, hurtful, abusive, threatening or contrary to the right to honour, personal or family privacy or a person's own image.
  - Any other form that is contrary to, undermines or infringes upon the fundamental rights and public freedoms recognised in the constitution, international treaties and other legislation in force.
  - Cracks, software serial numbers or any other content that infringes the intellectual property rights of third parties.
  - Distribution of internet viruses, worms, Trojans or any other destructive activity, such as saturation, mailbombing, or denial of service attacks.
  - Services that disrupt or interfere with the effective use of other people's network resources.
  - The collection and/or use of personal data of other users without their express consent or in contravention of data protection regulations.
  - The use of the domain's mail server and e-mail addresses for the purposes of so-called spamming (sending unsolicited bulk mail, commercial or otherwise).
  - Destroy, alter, disable or in any other way damage the data, programs or electronic documents of PRESSBROKERS or third parties.
  - Obstructing the access of other users by means of massive and unjustified consumption of the computer resources through which PRESSBROKERS provides its service, as well as carrying out actions that damage, interrupt or generate errors in said systems.
  - Use the system to attempt to access restricted areas of the server, without proper authorisation from PRESSBROKERS.

The Client or User shall be liable for any damages that may be caused to PRESSBROKERS or third parties as a result of their behaviour, as a consequence of the use of the services.

PRESSBROKERS reserves the right to refuse or not to provide the Services, at any time and without prior notice, to those Clients or Users who do not comply with these Behavioural Obligations.

### 3.6. PRIVACY.

PRESSBROKERS is committed to protecting privacy and strives to provide a secure experience for the Client or User. To browse the BITNOVO® Platform it is not necessary for the user to disclose personal data, however, in order to provide the services requested by the Client or User, PRESSBROKERS will require certain data, which necessarily implies knowledge of the PRESSBROKERS [Privacy Policy](#) without reservation and explicit acceptance of the processing of their data as described in the aforementioned Privacy Policy. For the provision of services, Clients or Users must validate the box enabled for the purposes set out above.

The User or Client may exercise their rights of access, rectification, suppression and opposition, as well as the limitation and portability of their data, in compliance with the provisions of current data protection regulations and in accordance with the procedure indicated in the same [Privacy Policy](#).

PRESSBROKERS cannot control and is not responsible for the use that may be made by third parties of the data that the Customer or User publishes on the BITNOVO® Platform and which may be accessed by other users of the Platform.

### 3.7. CUSTOMER/USER SUPPORT

PRESSBROKERS is aware of the need to be attentive to the quality demands and suggestions of Customers or Users. In order to continue to make a difference and to make our Clients or Users feel well attended to, PRESSBROKERS makes available to clients and users a Customer or User Service, which can be contacted through the following channels:

- Telephone (+34 960 661 265)
- E-mail: [info@bitnovo.com](mailto:info@bitnovo.com).

### 3.8. COMPLAINT CHANNEL.

At PRESSBROKERS, we value transparency and integrity. If any user becomes aware of any activity that they believe violates our policies, rules or applicable laws, they are encouraged to report it.

PRESSBROKERS has established a Whistleblower Channel to receive and deal with these complaints confidentially and anonymously, in strict compliance with the provisions of data protection and whistleblower protection legislation. Users can access this channel via the following link: <https://bitnovo.factorialhr.es/complaints>.

All complaints will be treated with the utmost confidentiality and seriousness. No form of retaliation against persons using this channel in good faith will be tolerated. It is important to remember that this whistleblowing channel is not a means of communicating any claim or complaint about the provision of our services.

### **3.9. COMMUNICATIONS AND EXCHANGE OF INFORMATION.**

The Client or User expressly accepts that all communications, notifications and information that PRESSBROKERS must send or provide will be sent, whenever permitted by law, by e-mail to the address provided by the Client or User at the time of requesting the provision of the service, or those indicated subsequently.

On the other hand, all communications sent by the Client or User to PRESSBROKERS to the following e-mail address shall be deemed to have been validly made: [info@bitnovo.com](mailto:info@bitnovo.com).

Notifications shall be deemed to have been made and effectively delivered on the third working day following the day on which they are correctly recorded as having been sent to the addresses indicated.

### **3.10. IMAGE RIGHTS.**

In certain cases, as described in Section 3, the BITNOVO® Platform may ask the Customer or User to provide images of his or her person. These images will be used strictly for the purposes of providing the service and under the following conditions:

- The Client or User declares that their authorisation has no specific geographical scope and that PRESSBROKERS may use these photographs, videos, images, or any other means of reproduction of their image and voice, or part of these, in all countries of the world without geographical limitation of any kind.

- The Client or User declares that he/she is aware of the PRESSBROKERS [Privacy Policy](#) and explicitly accepts the processing of his/her data as described in the said Privacy Policy.
- The User or Client declares that he/she has been informed of his/her rights of access, rectification, deletion and opposition, as well as the limitation and portability of his/her data. They also declare that they have been informed of their right to revoke their consent to the transfer of their data. All of the above, in compliance with the provisions of current data protection legislation and in accordance with the procedure indicated in the Privacy Policy.

PRESSBROKERS cannot control and is not responsible for the use that may be made by third parties of the images that the Customer or User publishes on the BITNOVO® Platform and which may be accessed by other users of the Platform.

### **3.11. INTELLECTUAL AND INDUSTRIAL PROPERTY.**

With regard to the Contents and/or any elements inserted from the BITNOVO® Platform whose intellectual and industrial property rights belong to PRESSBROKERS and/or third parties, the Client or User acknowledges and accepts that their use is strictly prohibited, as well as their reproduction, communication and/or distribution, modification, alteration or decompilation, whether for personal, private and non-profit use or for commercial or profit-making purposes.

With respect to the Content and/or any elements sent to the BITNOVO Platform for the provision of the services whose intellectual and industrial property rights belong to the Customer or User, the Customer or User acknowledges and accepts that by sending the same to the BITNOVO® Platform it is granting a non-exclusive licence of use with respect to the same, with the maximum temporal and territorial scope recognised by law, so that PRESSBROKERS, which receives said Content and/or any elements subject to intellectual and industrial property rights, may reproduce, communicate, distribute, modify, alter or decompile it, for personal or private, commercial or lucrative purposes, within the framework of the provision of the service to the Customer or User.

Furthermore, the Customer or User represents and warrants that it has sufficient authorisation or title to send, transmit and grant a licence for use to third parties, with the scope and under the terms indicated above, for the Content and/or any elements that it sends or transmits or licenses to the BITNOVO Platform.

### **3.12. CONFLICT RESOLUTION.**

In the event of disputes or discrepancies arising from the Use of the BITNOVO® Platform or in the interpretation of the Conditions, the Customer or User undertakes to try to resolve them amicably. To this end, the Client or User undertakes to notify PRESSBROKERS of any existing disputes or discrepancies through the different channels that PRESSBROKERS makes available to them and to give a period of at least 15 working days from the date of notification to reply to the same. In the event of no response or impossibility of resolving the dispute or discrepancy amicably, the Client or User may resort to the judicial or extrajudicial channels indicated below.

In accordance with Article 14.1 of Regulation 524/2013 on online consumer dispute resolution, we inform you of the existence of an online dispute resolution platform provided by the European Commission, as well as the possibility to submit your complaint through this platform by accessing the following link: [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr)

## **4. RIGHTS AND OBLIGATIONS OF PRESSBROKERS.**

### **4.1. AVAILABILITY OF SERVICES.**

The Services offered through the BITNOVO® Platform are those that PRESSBROKERS decides at any given time and may vary over time. Therefore, there is no obligation on the part of PRESSBROKERS to keep the Services available. However, PRESSBROKERS will inform the Client or User when it decides to cancel the continuity of a specific service and the conditions for its cessation.

Likewise, PRESSBROKERS may cancel access to the Services, in whole or in part, to those Clients or Users who do not comply with these General Terms and Conditions.

PRESSBROKERS is not obliged to store, retain or provide copies of any content or information provided by Clients or Users.

### **4.2. INTELLECTUAL AND INDUSTRIAL PROPERTY.**

The BITNOVO® Platform, its source code and the contents that are protected by the Intellectual Property Law may not be exploited, reproduced, distributed, modified, publicly communicated, transferred or transformed, except with the express authorisation of the holders of the rights. The alteration of the content or structure of the BITNOVO® Platform is strictly prohibited.

The design, images, signs, distinctive signs, trade name, trademarks, logos, products and services contained in the BITNOVO® Platform are protected by Industrial Property Law.

PRESSBROKERS is the owner or licensee of all rights to the content of the BITNOVO® Platform. Access to the BITNOVO® Platform does not grant the Customer or User any right or ownership whatsoever over the intellectual or industrial property rights or the Content it contains.

Customers or Users accessing the BITNOVO® 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 the holders of the rights.

The system and content of the analyses and reports produced and made available to Clients or Users by PRESSBROKERS are protected by international copyright and intellectual property laws and treaties.

PRESSBROKERS shall retain ownership of all Intellectual Property, of which the Client or User shall not acquire any rights other than a Licence of Use. Under no circumstances may this information be modified, adapted, communicated, made available or disclosed, either totally or partially, either free of charge or for a fee, for any purpose other than that for which it was created.

BITNOVO® is a trademark owned by PRESSBROKERS registered in Spain under number M3658597 and, therefore, protected as to its use by third parties other than its owner.

PRESSBROKERS reserves the right to take legal action against Clients or Users who violate or infringe intellectual and industrial property rights.

### **4.3. WARRANTY AND LIABILITY.**

Although PRESSBROKERS uses systems that are compatible with most of the technology available on the market, it cannot guarantee the compatibility of the devices used by the Client or User.

PRESSBROKERS does not guarantee the availability and continuity of the operation of the BITNOVO® Platform. PRESSBROKERS shall be exempt from any liability arising from access to and use of the BITNOVO® Platform (performance failures, interruptions or delays in the operation of the services, system or line failure, etc.), even if a failure or malfunction causes damage to third-party IT tools. In this regard,

the Customer or User accesses the BITNOVO® Platform at his or her sole responsibility.

PRESSBROKERS is released from any liability in the event of improper use of the BITNOVO® Platform by the Customer or User.

PRESSBROKERS shall not be liable in the event of unavailability of the Services due to force majeure or temporary suspension of the same for technical reasons. Therefore, PRESSBROKERS shall not be liable for any damages or losses that may be suffered as a result of events that could not have been foreseen, or that were foreseen to be unavoidable, due to unforeseeable circumstances or force majeure.

PRESSBROKERS shall not be liable for any failure, technical error, accident, breakdown, manipulation, interruption in the Services or any other incident that may arise in products, equipment or technical services outside PRESSBROKERS whose use is necessary for participation in the Services.

In order to reduce the risk of viruses being introduced into the BITNOVO® Platform, PRESSBROKERS uses virus detection programs to control all the Content that it introduces into the BITNOVO Platform. However, PRESSBROKERS does not guarantee the absence of viruses or other elements in the BITNOVO® Platform introduced by third parties unrelated to PRESSBROKERS that may cause alterations in the physical or logical systems of users or in the electronic documents and files stored in their systems. Consequently, PRESSBROKERS shall in no case be liable for any damages of any kind that may arise from the presence of viruses or other elements that may cause alterations in the physical or logical systems, electronic documents or user files.

PRESSBROKERS adopts various protective measures to protect the BITNOVO® Platform and the Content against computer attacks by third parties. However, PRESSBROKERS does not guarantee that unauthorised third parties cannot find out about the web pages visited by the Client or User, or the conditions, characteristics and circumstances of the BITNOVO® Platform. Consequently, PRESSBROKERS shall in no case be liable for any damages that may arise from such unauthorised access.

PRESSBROKERS shall not be liable for the Client's or User's relations with third parties, including in the event that such relations are derived from access to the BITNOVO® Platform. In the event of a claim or any other type of legal action between the Client or User and a third party, the Client or User exempts PRESSBROKERS, its employees, suppliers and other collaborators from all liability, undertaking to hold them harmless in respect thereof.



The Services offered through the BITNOVO® Platform comply with the provisions of Spanish law. PRESSBROKERS is not responsible for those Services that do not comply with the provisions of the legal system of other countries to which they may be provided.

The customer accepts that the purchase or sale of cryptocurrency may involve a high risk, due to price fluctuations that may lead to an increase or partial or total loss of the investment.

The customer acknowledges the risk involved in the sale of cryptocurrency, and PRESSBROKERS shall not be liable for any losses or gains incurred by the customer in selling his cryptocurrencies to PRESSBROKERS.

PRESSBROKERS does not provide any kind of advice to the client in any field, whether it be Fiscal, economic, accounting, commercial or any other. Therefore, the decisions taken by the client are made on a personal basis.

Cryptocurrency transactions are irreversible, so the customer must take the utmost precautions when making the payment.

PRESSBROKERS assumes no liability whatsoever for failures in the internet network or for any hacker's attack on the software resulting in the loss or disappearance of the cryptocurrencies owned by the client.

The client declares to be aware of all the risks involved in the possession of cryptocurrencies and therefore exonerates PRESSBROKERS from any liability for the loss of these.

Any incident in the operation of the banks shall be the sole responsibility of the banks themselves.

#### **4.4. TEMPORARY SUSPENSION OF THE SERVICE ON THE BITNOVO PLATFORM.**

The service may be temporarily interrupted by PRESSBROKERS for maintenance work that is necessary for the correct operation of the BITNOVO® Platform.

Failure by the Client or User of PRESSBROKERS to comply with the obligations listed below will result in the temporary suspension of the services offered through the BITNOVO® Platform:

1. The detection by PRESSBROKERS of suspicious transactions.
2. Lack of additional information required by PRESSBROKERS from the client.
3. Not to accept possible updates of the General Terms and Conditions or the Privacy Policy.

This temporary suspension becomes definitive after THIRTY (30) days from the beginning of the temporary suspension, if the situation has not been regularised or updated with the necessary information to continue operating on the BITNOVO® Platform.

#### **4.5. MODIFICATION OF CONDITIONS.**

PRESSBROKERS may add new functionalities to the BITNOVO® Platform and/or modify the current General Terms and Conditions. In this case, PRESSBROKERS will publish the update on the BITNOVO® Platform so that the Customer or User is aware of any changes. If the Client or User does not agree with the new General Terms and Conditions, he/she shall have a period of fifteen days from the date of communication to terminate the contract by means of a reliable communication to PRESSBROKERS. If the aforementioned period elapses without the Client or User having stated anything to the contrary, this shall imply full acceptance of the new General Terms and Conditions. Likewise, the performance of Activities after the communication and/or publication of the modification of the Conditions implies their acceptance.

However, when PRESSBROKERS considers it appropriate due to the relevance of the modifications, it will proceed to explicitly inform the Client or User of the changes to the General Terms and Conditions by a means that allows the Client or User to expressly accept them.

### **5. ENTRY INTO FORCE OF THE GENERAL CONDITIONS.**

The use of the BITNOVO® Platform implies adherence to and compliance with these General Terms and Conditions, as well as the PRESSBROKERS Privacy Policy.

However, when the user or customer contracts a specific service through the BITNOVO Platform, PRESSBOKERS will request express acceptance of the General Conditions by ticking the box provided for this purpose (on the website and application) with the following text or similar: "I have read and accept the General Conditions".

The General Conditions shall come into force and, therefore, shall be applicable to the Client or User from that moment onwards. However, and in compliance with the provisions of Article 28 of Law 34/2002 of 11 July 2002 on Information Society Services and Electronic Commerce, PRESSBROKERS will confirm acceptance of these General Terms and Conditions within a maximum period of twenty-four hours from the entry into force of the General Terms and Conditions of Contract, confirming the entry into force of the contract.

## **6. PRICE, METHOD OF PAYMENT AND INVOICING.**

### **6.1. COST OF SERVICES.**

For the provision of the services, the Client or User must make a payment in accordance with the price of the CRIPTOMONEDA approved by PRESSBROKERS at the time of purchase and accepted by the Client or User.

The conversion price of the cryptocurrency is calculated through an average between the main cryptocurrency exchange houses in the market, resulting in a conversion price that can be updated from time to time in order to respond correctly to the existing supply and demand in the market for the purchase and sale of the different cryptocurrencies.

To this price PRESSBROKERS will add the costs of the transaction "mining fees", for the validation of the transaction on the network, which are completely unrelated to the service provided by the BITNOVO® Platform and a profit margin.

The result will be the amount of cryptocurrencies to be sent by PRESSBROKER to the public address or Wallet of the Client or User.

In the case of cryptocurrency sales, the result will be the amount in euros to be transferred to the WALLET EURO, to the account linked to the Customer's or User's Visa or MasterCard BITCARD, or to the IBAN (International Bank Account Number) owned by the Customer or User, within the Single Euro Payments Area (SEPA).

The amount of the conversion price of the BITNOVO® platform's CRIPTOMONEDA may be changed by PRESSBROKERS at any time. If the customer does not agree with the new prices, he/she may withdraw from the contract by informing PRESSBROKERS in due time before payment is made. Once payment has been made in accordance with the conversion price, the prices shall be fully operational.

In cases where the customer or user is late in providing the information required for the verification processes, it is possible that the fluctuation in the price of the CRIPTOMONEDA may have varied from the time the customer initiated the identity verification process until the transaction is finally carried out. The price will in any case be the price established by BITNOVO® at the time of the actual transaction, acceptance of which must be confirmed by the customer.

In cases where transactions are not executed for reasons beyond PRESSBROKERS' control, provided that the cryptocurrencies purchased have not been transferred to the Client's or User's Wallet (cryptocurrency transactions are irreversible), the Client or User may withdraw from the transaction and request the return of the funds transferred through the BITNOVO® Platform to PRESSBROKERS. Transactions not executed for these reasons, beyond the control of PRESSBROKERS, will be charged to the Client or User at a cost of 4% of the purchase amount, with a minimum cost of €10. The funds will be returned through the same means of payment used by the Client or User.

PRESSBROKERS reserves the right to apply discounts, bonuses, discount coupons or any other promotions for participation in the Services. The conditions for benefiting from these promotions will be as detailed in each case.

In the event that the User fails to comply with its payment obligations, PRESSBROKERS reserves the right to claim the unpaid amounts and the corresponding interest, as well as any possible damages that may arise.

The price of services for buying and selling cryptocurrencies is exempt from VAT by virtue of the CJEU ruling of 22 October 2015 (Case C-264/14).

## **6.2. METHODS OF PAYMENT.**

PRESSBROKERS shall proceed to charge for the Services immediately upon validation by the Client or User.

Payments may be made using one of the following methods:

- Wallet Euro. The user or customer expressly authorises BITNOVO® to carry out the transaction through Openpayd, an authorised financial institution licensed to issue electronic money and initiate payment services, which is responsible for providing the service in collaboration with BITNOVO®.
- Card: Accepted cards are indicated during the payment process. At no time during the purchase procedure will PRESSBROKERS know the information relating to the customer's card, which are digitized directly in the payment gateway of the entity that issues your card (with security systems that prevent the interception, modification or falsification of information). No PRESSBROKERS computer file contains or retains data on the passwords used by the means of payment. Therefore, under no circumstances can PRESSBROKERS be held responsible for any fraudulent or improper use of these means of payment by third parties when paying for products purchased on PRESSBROKERS.
- Payment by bank transfer: Payment will be made by paying the corresponding amount into the account indicated for this method of payment.

The Client or User shall be responsible for communicating to PRESSBROKERS all the data necessary for the correct provision of the services and, where appropriate, invoicing of the services, which must be truthful, current and accurate, especially with regard to payment methods. The Client or Registered User shall be liable for any damages that may be caused to PRESSBROKERS or third parties due to the data provided as a result of the use of data that is not updated, false or does not correspond to reality.

### **6.3. INVOICING OF SERVICES.**

Once the cryptocurrency purchase or sale transaction has been carried out, the user will receive an acknowledgement of receipt at their email address containing all the terms of the contracted transaction, identifying the transaction number, the date of the transaction, PRESSBROKERS' tax number and company name, identification of the service provided (purchase or sale), conversion price and the amount of cryptocurrencies delivered or euros delivered.

PRESSBROKERS may, at the request of the client, issue the corresponding invoice for the services provided. The client or user shall be responsible for communicating to PRESSBROKERS all the data necessary for the correct invoicing of the services, which must be truthful, current and accurate, especially with regard to methods of payment.

## 7. EXTINCTION AND TERMINATION.

This contract shall terminate for the following reasons:

1. For non-acceptance of the modification of the Privacy Policy, the General Terms and Conditions or the price of the service: The contract will be automatically terminated.
2. If either party breaches an essential obligation of the contract: The other party may unilaterally terminate this contract.
3. At the express wish of the customer: The customer may decide at any time to terminate the term of this contract by sending an e-mail to the following address: [info@bitnovo.com](mailto:info@bitnovo.com).

When this contract is terminated for any reason, the client may not request PRESSBROKERS to unwind the transaction or transactions carried out during the duration of the contractual relationship, therefore, no refunds of cryptocurrency sold to PRESSBROKERS or restitution of any legal tender may be requested.

## 8. INVALIDITY OF ANY PROVISION.

If for any reason any provision of these General Terms and Conditions should be deemed invalid, this shall not affect the remaining provisions of the contract, which shall remain in force for the term stipulated.

## 9. OTHER PROVISIONS.

### 9.1. ASSIGNMENT AND SUBROGATION OF PRESSBROKERS.

PRESSBROKERS may, if it deems it necessary, assign or subcontract the contracts entered into with clients to other entities in order to carry out the object of the contract as set out in these General Conditions.

### 9.2. LINKS TO CONTENT.

The BITNOVO® Platform may include links and search tools that allow users to access third party websites. These elements are provided for reference purposes only. In any case, Customers or Users are recommended to consult the terms and conditions of use and privacy policies of third party websites accessed through links included in the BITNOVO® Platform.

Although PRESSBROKERS previously reviews the content of the websites to which it establishes a link and only provides links to those websites that, to the best of its knowledge, comply with the applicable legislation, PRESSBROKERS does not approve or control the content of such websites and/or any modifications thereto, and expressly excludes all liability for any damage that may arise from the access, use or impossibility of use, by Clients or Users, of any website to which a link has been established or the content thereof.

Without prejudice to the foregoing, PRESSBROKERS reserves the right to remove links to any website in the event that it has actual knowledge that the Services developed on said website or the contents thereof are illegal or infringe the rights of third parties, or in the event that it is required to do so by virtue of a court ruling or administrative order.

### 9.3. TRANSFER OF RIGHTS.

The Customer or User may not assign, subrogate or assign all or part of his rights provided for in these Conditions to a third party.

PRESSBROKERS is authorised to assign this contract to any of the entities that form part of its group of companies, with the sole obligation of notifying the Client or User of this circumstance.

### 9.4. DATA PROTECTION.

In compliance with the provisions of current Data Protection legislation and, in particular, 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 \(General Data Protection Regulation\)](#), PRESSBROKERS informs Customers and Users that:

- Whenever the customer provides personal data to PRESSBROKERS, he/she must expressly accept the Privacy Policy, in which he/she is informed of the rights recognised by law and how to exercise them.

- The data requested from the customer is strictly necessary to provide the contracted service. For this reason, if the client does not wish to provide this data, PRESSBROKERS will not be able to provide any service.
- Personal data provided by the customer will never be sold to third parties for marketing purposes unless the customer has previously expressly agreed to such transfer.
- By accepting the Privacy Policy, the customer agrees that his personal data and transactions may be disclosed to the competent money laundering authorities, Police and Security Forces, Courts or governmental authorities of any kind, whether national or international, without limitation and with or without prior request and if the legislation in force at any time so requires.
- The personal data provided will be incorporated into automated files owned by PRESSBROKERS, S.L., to be processed for the purpose of providing the contracted services. All data supplied to PRESSBROKERS will be treated with the reserve and confidentiality required by current legislation on data protection, adopting the necessary measures to prevent loss, processing and unauthorised access.
- The Client or User may exercise their rights of access, rectification, suppression and opposition, as well as the limitation and portability of their data, in compliance with the provisions of current data protection regulations. Bearing in mind that the exercise of these rights is very personal, it will be necessary for the affected party to prove their identity. The exercise of these rights must be made by means of a written communication signed by the owner of the data, indicating their address, attaching a copy of their National Identity Document or other similar accrediting document, addressing PRESSBROKERS to the e-mail address [dpo@bitnovo.com](mailto:dpo@bitnovo.com) or sending a written communication to the following postal address: 46023-València, calle l'Illa de Sardenya, nº1-bajo.
- The User may oppose the sending of commercial communications from BITNOVO® and withdraw their consent, without this affecting the lawfulness of the processing of their personal data for other purposes.
- For the proper management of the processing of the personal data of its Users, PRESSBROKERS has designated a Data Protection Delegate to whom they can turn to resolve any questions they may have, and who can be contacted by e-mail at [dpo@bitnovo.com](mailto:dpo@bitnovo.com).
- PRESSBROKERS informs its Clients or Users of the possibility they have to file a complaint before the Spanish Data Protection Agency in the event that they understand that they have not been properly assisted in the exercise of the rights mentioned in this section.
- For more information on what data PRESSBROKERS requests through the BITNOVO® Platform from Clients and Users for the provision of services and how this data is treated, please refer to the PRESSBROKERS Privacy Policy.



## 9.5 PREVENTION OF MONEY LAUNDERING.

The activity of PRESSBROKERS, S.L. is currently subject to [Law 10/2010, of 28 April, on the Prevention of Money Laundering and Financing of Terrorism](#) (LPBC and FT), being within the typology of obligated parties as set out in article 2 of the aforementioned law:

"This Act shall apply to the following regulated entities:

(z) providers of virtual currency for fiat currency exchange and electronic wallet custodian services".

In order to comply with the obligations deriving from current legislation on the prevention of money laundering and other complementary regulations, PRESSBROKERS has approved a Manual for the Prevention of Money Laundering and the Financing of Terrorism.

To this end, PRESSBROKERS informs Users and Clients that said regulations require, among other obligations, that of identifying its clients, gathering information on the nature of their professional or business activity and reporting, either at the request of the [Executive Service of the Commission for the Prevention of Money Laundering and Monetary Offences](#), or ex officio, any fact or transaction with respect to which there is evidence or certainty that it is related to money laundering, the financing of terrorism or any other illicit activity.

## 9.6. APPLICABLE LAW AND COMPETENT JURISDICTION.

This contract shall be interpreted and governed in accordance with current Spanish law. PRESSBROKER SL is not a member of the Consumer Arbitration System. Both parties, expressly waiving any jurisdiction that may correspond to them, submit any interpretation or dispute arising from this contract to the Courts and Tribunals of Valencia. When the user is a consumer, the competent court will be that of the user's domicile.