

GENERAL CONDITIONS OF THE SERVICE

Welcome to Bitmonds! The first portal for collecting diamonds / digital goods! / of digital collecting!

These general contract conditions have been drawn up in accordance with the provisions of Part III, Title III, Chapter I, of the Consumer Code, Legislative Decree no. 206/2005, modified by Legislative Decree no. 21/2014 and Legislative Decree no. 70/2003 on the services of the information society and electronic commerce. We encourage you to read them carefully and keep a copy. We also specify that we can make changes or amendments to these general conditions at any time.

Registration on the Site or sending a purchase order implies full knowledge and express acceptance of these general conditions and conditions of use of the Website.

The language available to conclude the contract is Italian or English. The applicable law and the competent jurisdiction is Italian, subject to the application of mandatory rules for your protection.

ATTENTION

Vanilla Rocket Srl does NOT sell material diamonds. The Service provided through the Platform is aimed only at collecting and has nothing to do with any form of financial investment. Through the Site you can only generate and exchange intangible digital goods whose three-dimensional graphic representation is that of a diamond.

DEFINITIONS

In relation to the terms used in this contract, it must be understood:

- **Platform:** the web platform managed by Vanilla Rocket s.r.l. which provides an information society service consisting, among others, in offering Registered Users the possibility of generating a Bitmonds, as well as enjoying a shared advertising space for the presentation of their Bitmonds to other Registered Users and registering the transfer of ownership on the Ethereum blockchain;
- **Vanilla Rocket:** the company of the same name, Vanilla Rocket s.r.l. based in Bussero, Via Aldo Moro n. 19, P.I 10393410963 e-mail info@bitmonds.com, PEC vanillarocket@pec.it; the legal person who manages the Platform, the domains and subdomains, as well as the owner of the same, of the Services and Content provided through them; the manager and owner of the IT infrastructure and not to support it; the owner of the "Bitmonds" brand;
- **Bitmonds:** the collectable intangible digital asset (s) whose three-dimensional graphic representation is that of a diamond generated by the Registered User through the Platform;
- **Consumer:** the natural person who places an order for purposes unrelated to any business, commercial, craft or professional activity that may be carried out.
- **Buyer:** the Consumer who purchases the Products and the Service through the Site.
- **Product/products:** the Bitmonds generated and purchased through the Site.
- **Service:** the generation of Bitmonds through the site, the granting of advertising space on the Site for the presentation of one's Bitmonds to other Registered Users, the registration of the transaction between Registered User and Vanilla Rocket Srl, as well as between Registered Users, on the Ethereum blockchain.
- **Price:** the consideration for the purchase of the Service.
- **Contract or sales contract:** the remote contract concerning the sale of the Service between the Buyer and Vanilla Rocket Srl, as part of an organized electronic commerce service that uses remote communication technology called the Internet.
- **Order:** any proposal regarding the purchase of the Service, formulated by the Buyer to Vanilla Rocket Srl.
- **Order confirmation:** the e-mail message through which Vanilla Rocket Srl communicates to the Buyer the acceptance of the order.
- **Site:** the website identified by the www.bitmonds.com domain, all related subdomains and related domains;
- **Registered user:** user who have registered their data on the Platform and who have their own Profile available to them;
- **Profile:** the reserved area univocally attributable in general to a Registered User; the digital environment with customizable contents and functionalities, isolated from other users, licensed together with a unique password and username chosen by the Registered User and assigned to the same;

OBJECT OF THE CONTRACT AND PRE-CONTRACTUAL INFORMATION

This contract concerns the provision, against payment, of the Service offered by Vanilla Rocket, or of the following activities:

- generation of Bitmonds through the Site;
- granting of a shared advertising space on the Site for the presentation of one's Bitmonds to other Registered Users;
- recording of the transaction between Registered User and Vanilla Rocket Srl, as well as between Registered Users, on the Ethereum blockchain;

In compliance with the regulatory provisions of Part III, Title III, Chapter I, of the Consumer Code, Legislative Decree n. 206/2005, amended by Legislative Decree n. 21/2014 and the Legislative Decree 70/2003 regarding electronic commerce, before confirming the sending of the purchase order, Vanilla Rocket Srl provides you with the following information:

A) PRODUCT GENERATION SERVICE AND ITS CHARACTERISTICS

Vanilla Rocket srl, through a complex algorithm, is able to generate a collectable intangible digital asset, with personalized characteristics, whose three-dimensional graphic representation is that of a diamond.

Vanilla Rocket srl does NOT sell tangible, real diamonds, but collectible digital goods. The generated Bitmonds is immaterial and consists of a string of characters, stored on the Ethereum blockchain. The three-dimensional graphic representation of Bitmonds generated or purchased by another Registered User can only be viewed through the Platform and / or the applications made available by Vanilla Rocket.

The digital asset is personalized because the Bitmonds generated has unique characteristics produced on the basis of your data.

The Bitmonds represented in the three-dimensional image that you will find on the page preceding the purchase order therefore has a merely representative purpose. The Bitmonds that will be generated will be represented by the three-dimensional image of a diamond, but will have unique characteristics.

The generated customized Bitmonds, which will be assigned the name of the collection to which it belongs, will be identified by an Identification Code (ID) and will have unique graphics and purity characteristics. In particular, your Bitmonds will not be a digital diamond like all the others, but it will be personalized as regards:

- progressive identification number
- colorscale (chromatic scale)
- crown
- collection
- contrast
- sharpness

Your Bitmonds, after registering the transaction on the Ethereum blockchain, will be identified by a "Blockchain HASH" code. This code, together with the one that identifies you, will be necessary for the purpose of recording transactions with other Registered Users on the blockchain.

The service of generating your Bitmonds has a cost that can be different from its value. For this reason we will indicate a recommended exchange value. Remember, however, that this value is not binding and that you can exchange your Bitmonds at the price you prefer!

B) CONCESSION OF SPACE FOR THE PRESENTATION OF YOUR BITMONDS ("CATALOG")

Once generated, your Bitmonds will be published in the "Catalog", or in the area of the Site intended for the presentation of your Bitmonds to other Registered Users.

Your Bitmonds and its features will be visible to all Registered Users together with the recommended exchange price. If you are interested in getting in touch with another Registered User to negotiate or perfect the exchange of Bitmonds you can do so by sending a contact request through the appropriate function.

We point out that Vanilla Rocket srl offers the web space on the dedicated page only to allow you to present your Bitmonds to other Registered Users, but does not intervene in the transaction between Registered Users. The consideration for the exchange is received only as consideration for the use of the service rendered. Therefore, Vanilla Rocket does not assume any further obligation or responsibility in relation to the exchange of Bitmonds between Registered Users.

Vanilla Rocket only owns the Bitmonds offered for sale through the Platform, but does not assume any obligation in relation to the delivery, payment or transfer of ownership of the Bitmonds exchanged between Registered Users, has no role nor is involved in the exchange of Bitmonds which takes place only between Registered Users. The sales contract is concluded only and directly between Registered Users.

To use the Service correctly you will need to follow a few simple rules:

- not be incorrect in negotiations and always behave in good faith;
- do not release false information;
- do not abuse the messaging system;
- immediately pay the price of the Bitmonds you purchase;
- activate for the transfer of ownership as soon as you have received payment from the buyer;
- do not engage in illegal activities;
- act in compliance with these General Terms of Service and the Terms of Use.

Vanilla Rocket Srl reserves the right to legally prosecute any violation and abuse, to protect its interests.

Vanilla Rocket may also, without prior notice or need for authorization and in its sole discretion, inhibit access to your Profile or delete it if it deems it appropriate to protect its interests and, in particular, in the following cases: repeated and / or serious violations of the Conditions of use and / or General Contract, for security reasons, to fulfill legal obligations or in the event of suspicion of illegal activities, in the event of non-payment of the consideration due for the exchange of Bitmonds with another User, in the case of failure to transfer ownership of Bitmonds, in the event of failure to cooperate in resolving a dispute with another Registered User).

C) REGISTRATION OF THE TRANSACTION BETWEEN REGISTERED USER AND VANILLA ROCKET SRL, AS WELL AS BETWEEN REGISTERED USERS ON THE BLOCKCHAIN

The Platform uses blockchain technology (specifically, the Ethereum blockchain) to certify transactions, i.e. the transfer of ownership of your Bitmonds from you to another Registered User and so on.

Once the generation of your Bitmonds has been made, the transaction will be automatically registered on the Ethereum blockchain and an HASH identifying it will be generated.

Any further change of ownership, or in the event that you decide to transfer your Bitmonds to another Registered User, will be registered on the blockchain and the relevant identification HASH will be assigned to the transaction.

The regulatory regime governing blockchain, cryptocurrency and token technologies is uncertain and new regulations or policies could negatively and materially affect the development of the Bitmonds system and therefore the potential usefulness or real value of the Bitmonds themselves. Additionally, updates on the Ethereum platform, a hard fork on the Ethereum platform, or a change in the way transactions are confirmed on the Ethereum platform may have unintended negative effects on the Bitmonds system.

PURCHASE PROCEDURE AND CONTRACT CONCLUSION

In order to generate your Bitmonds, if you have not already done so, you will necessarily have to:

A) REGISTER ON THE SITE

We will ask you to provide us with your email address and to choose a login password, approve these General Terms of Service, waive your right of withdrawal and give your consent to the processing of personal data.

The User has the possibility to request the cancellation of his account at any time. In the event of cancellation, or withdrawal from this contract, the User will not be able to request a refund of the Bitmonds still registered to it.

The User agrees that in the event of suspension or cancellation of the account, as well as in the event that Vanilla Rocket should cease operating or close the Site, even without notice, this cannot be held responsible towards him.

B) COMPLETE YOUR PROFILE

In order to generate your Bitmonds you will need to complete your profile with the missing data, namely:

- first name
- surname
- date of birth
- city of residence
- gender

For more details on the rules for completing personal data and choosing the criteria for creating a secure password, please read the conditions of use of the site again.

C) SELECT THE NUMBER OF CUSTOMIZED BITMONDS TO GENERATE

You can choose to generate multiple Bitmonds simultaneously within the limits indicated.

Once you have entered your data and the desired amount of Bitmonds you can proceed, by using the "PAY NOW" button, to send the generation order to Vanilla Rocket Srl as well as to pay.

Once the payment has been made, Vanilla Rocket Srl will send you an order confirmation e-mail with the following content:

- information of each Product and its price;
- transaction costs;
- identification number of each Bitmonds generated;
- payment method used and identification of the transaction;

- a reference to these General Conditions of Service;
- contact details of Vanilla Rocket Srl.

Once your order has been processed, Vanilla Rocket Srl will send you an ORDER CONFIRMATION e-mail:

- information of each Product and its price;
- transaction costs;
- identification number of each Bitmonds generated;
- payment method used and identification of the transaction;
- a reference to these General Conditions of Service;
- contact details of Vanilla Rocket Srl.

The contract will be considered concluded only when we send you the ORDER CONFIRMATION e-mail.

If you do not receive the Order Confirmation within the term of n. 7 working days from the sending of the order, this must be considered refused by Vanilla Rocket Srl. Please let us know promptly to communicate any necessary corrections to your personal data or orders to info@bitmonds.com.

NON ACCEPTANCE AND CANCELLATION OF THE ORDER

Vanilla Rocket Srl may not accept or cancel the order placed in the following cases:

- the order is incomplete or incorrect;
- the data you provide is incorrect, incomplete or not verifiable;
- the payment has not been received or is incomplete;
- in case of errors in the texts, in the price list or other errors or inaccuracies in the information reported on the Site;
- in the event that a legal dispute relating to a previous order or a transaction is in progress between you and Vanilla Rocket Srl or between you and another Registered User, in the event of previous violations of the contract conditions for the purchase or violation of the conditions of use of the Site.
- there are reasonable reasons to believe that you have not reached the age of majority
- in the event that the registered User has illicitly published the content of the correspondence with Vanilla Rocket Srl or has disseminated content harmful to the company's image.

In all these cases Vanilla Rocket Srl will inform you via e-mail explaining the reasons why the order was not followed up. In the event that payments have been made, they will be reimbursed within 14 days from the communication of non-acceptance or cancellation.

PRICES

The prices for the generation of the Bitmonds and related services indicated by Vanilla Rocket Srl both on the website and in the order are inclusive of VAT. In any case, the only price that will prevail will only be that indicated at the time the order is sent. Being the sale of digital services, the issuance of an invoice is not foreseen as required by the legislative decree 42/2015, expressed by the Ministerial Decree of 27 October published in the Official Journal on 11 November, and concerns both the sale of goods and the provision of services purchased via the Internet.

If the User has a residence outside the European Union, he will take care to pay any taxes provided for by his home State for purchases of digital goods and / or services, as well as any other customs or similar taxes. The User: a) will pay or refund for all national and federal, state, local or other jurisdiction taxes, including value added taxes and taxes as provided for in international tax treaties, customs duties or other import or export, and the amounts collected in their replacement on the basis of the fixed costs, the services provided or the payments made, as now or in the future, may be imposed under the authority of any national, state, local or any other jurisdiction; b) is not authorized to deduct the amount of these taxes, duties or checks on payments made to us pursuant to these Contract Conditions.

PAYMENT METHOD

Payment of the price of the Service can be made through the payment service provider indicated on the order page: when the order is sent, the browsing session will be transferred to the payment service provider's website, to which you will therefore have to provide the data required for payment and that will manage it directly.

At no time during the purchase procedure will Vanilla Rocket Srl be able to know the data relating to the means of payment which, in fact, will not be kept by them. This information will in fact be sent directly to the person managing the electronic payment through a secure and encrypted connection. Therefore, Vanilla Rocket Srl cannot be held responsible for any fraudulent and undue use of data or means of payment by third parties.

BLOCKCHAIN GENERATION, DELIVERY and REGISTRATION

The ordered Product will be generated immediately and will be delivered to you digitally within your Profile within 48 hours maximum.

Vanilla Rocket Srl is not required to deliver until it has received payment of the consideration.

Registration for the purchase of your Bitmonds from Vanilla Rocket will be made within 48 hours of purchase. The assignment of the relevant "Blockchain HASH" code could therefore take place at a later time.

From the moment of perfecting the transaction on the blockchain, you can start taking advantage of the shared advertising space.

If you purchased Bitmonds from another Registered User, the registration of the property will be made within 48 hours of the communication that we will have received from the seller. The assignment of the related "Blockchain HASH" code could therefore take place at a later time than the moment your agreement was finalized.

RIGHT OF WITHDRAWAL OF THE CONSUMER - EXCLUSIONS OF THE RIGHT OF WITHDRAWAL

You will not be able to enjoy the right of withdrawal as this is a Services contract that provides for the complete and immediate execution of the services we charge (art. 59, letter a, Consumer Code). In any case, before proceeding with the execution of the contract, we will renew this notice and ask you to accept the loss of the right of withdrawal.

EXCLUSIONS AND LIMITATIONS OF LIABILITY

Vanilla Rocket Srl will not be responsible for any inadequacy of the graphic representations of the Products shown on the Site as these may be subject to the technical and resolution characteristics of the computer used by the user.

Vanilla Rocket cannot be held responsible for direct and indirect, specific, incidental, punitive, cautionary or consequential damages deriving from the use of the Site or the Services offered therein and based on any liability hypothesis as well as for legal, civil, criminal or administrative disputes. , also introduced by third parties.

Within the limits established by law, by accepting these general conditions of contract, Vanilla Rocket is exempt from any liability, whether civil, criminal or administrative, towards third parties (by way of example and not limited to: heirs, legatees, legitimacy, creditors, debtors, third parties in general) including that deriving from loss of profits (also directly or indirectly), loss of commercial or business reputation, loss of data, cost of procurement of replacement goods or services, or any other intangible loss.

Vanilla Rocket declares that it has adopted all the appropriate security measures in compliance with EU Regulation 679/2016 and, for this reason, without prejudice to the limits of the law, it cannot also be held responsible for data loss (including personal data), accidental disclosure of personal or particular data, and any other type of damage occurred as a result of attacks by hackers, hackers, crackers, viruses, etc., nor for inefficiencies, interruptions of services and / or damages attributable due to force majeure such as made of the third party and other events of difficult or impossible prediction which prevented, in whole or in part, from fulfilling the terms of the contract within the times or in the manner agreed upon.

The recommended value of each Bitmonds present within the Site is a value to be understood as purely indicative, deriving from the calculation of a proprietary algorithm that summarizes the age, purity and rarity of each Bitmonds. This value is not intended as a guaranteed value in the resale on the collectors market. Like any existing collectible, the final sale value is exclusively defined by the interest generated and the free exchange between collectors.

Vanilla Rocket does not intervene in the negotiations or in the conclusion of the contract with other Registered Users. By accepting these conditions, the User renounces any recourse against Vanilla Rocket for acts or omissions of third parties or other Registered Users, nor for any damages that it may suffer as a result of transactions or any other interaction with these parts .

Bitmonds are digital assets that also exist by virtue of the ownership registration maintained in the Ethereum Blockchain, over which Vanilla Rocket has no control and cannot provide guarantees relating to its availability over time or the possibility of future resale of these collectibles. Therefore, Vanilla Rocket Srl is not responsible for losses deriving from blockchain or other characteristics of the Blockchain Ethereum network.

The regulatory regime governing blockchain, cryptocurrency and token technologies is uncertain and new regulations or policies could adversely and materially affect the development of the Bitmonds ecosystem and therefore the potential utility or real value of the Bitmonds themselves. Additionally, updates on the Ethereum platform, a hard fork on the Ethereum platform, or a change in the way transactions are confirmed on the Ethereum platform can have unintended negative effects on the Bitmonds ecosystem. The User releases Vanilla Rocket Srl from this responsibility and renounces any kind of compensation.

JURISDICTION

If you are a consumer, any disputes may be resolved by the court of the place where you have your domicile or residence, or by the court of Milan (Italy), subject to mediation or arbitration proceedings. The applicable law and the competent jurisdiction is Italian, subject to the application of mandatory rules for your protection.