

TERM OF USE

Dear Visitor, we welcome you on Bitmonds! The first digital collecting portal.

This document explains how you can use the Bitmonds site and its contents. Read it carefully and keep a copy.

The use of the Site and the Services offered therein implies your full knowledge and express acceptance of the conditions which are described here. If after reading them you do not intend to accept them do not continue!

If you need clarification, contact us now, we will be happy to help you.

DEFINITIONS

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

- **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 Bitmonds, as well as enjoying a shared advertising space for the presentation of their Bitmonds to other Registered Users and registering the passage owned on the Ethereum blockchain;
- **Vanilla Rocket Srl:** 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 / or owner of the IT infrastructure and not to support it; the owner of the "Bitmonds" brand; the Data Controller.
- **Bitmonds:** the collectable intangible digital asset (s) whose three-dimensional graphic representation is that of a diamond;
- **Site:** the website identified by the www.bitmonds.com domain, all its subdomains and other domains that can be called up from the site;
- **Registered user:** natural persons who have registered their data on the Platform and who have their own Profile available to them;
- **User:** the natural person who uses the Site;
- **Profile:** the reserved area univocally attributable in general to a Registered User; the digital environment with customizable content and functionality, isolated from other users, licensed together with a unique password and username chosen by the Registered User and assigned to the same;
- **Service:** the activity of generating 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 Ethereum blockchain. There is no service intended for bargaining between Registered Users for the sale and purchase of Bitmonds.
- **Content:** means all the materials on the website (by way of example and not limited to, the texts, images, articles, documents, video materials, logos, original or reproduced works of generation, including software, the site's operating logic, menus, layouts, graphics and colors).
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USE OF THE SITE

The Platform allows you to generate and exchange Bitmonds with other Registered Users.

CAUTION

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 or financial instrument. Through the Site you can in fact only generate and exchange, for collection purposes, collectible intangible digital goods whose three-dimensional graphic representation is that of a diamond.

You can use the Website and all the Services offered only and exclusively if you have reached the age of majority and have registered.

If you decide to use the Site and its Services, you will do so in any case under your total and exclusive responsibility.

The use of the Site and the services offered is in any case prohibited:

- to all those who do not have the ability to act and to forcefully oblige themselves according to the laws in force to which they are subject;
- to all those to whom Vanilla Rocket Srl has disabled the Profile for violation of the Conditions of Use, the General Conditions of Service or for disputes arising with it or with other Registered Users.

It is expressly forbidden to use any part of the Site and its Contents for activities directly or indirectly commercial or advertising of any kind, unless expressly authorized in writing by Vanilla Rocket Srl.

Any fraudulent or illegal acts carried out by Users will be prosecuted in accordance with the law.

Vanilla Rocket Srl may suspend User access to all or part of the Site, at any time for justified reasons, without notice and in its sole discretion.

USER OBLIGATIONS and RESPONSIBILITIES

By using the Site, you commit yourself to:

1. comply with these Terms of Use and the General Terms of Service;
2. not to use the Platform and its subdomains for illegal, deceptive, defamatory discriminatory purposes or for illegal activities;
3. not to provide false or third party personal information;
4. do not create a Profile on behalf of another person;
5. do not enter identical personal data or e-mail addresses;
6. do not attempt to tamper with the Site in any part, damage it or compromise its operation unless expressly authorized by Vanilla Rocket Srl;
7. not to probe, examine or test any vulnerabilities of the Site or any network connected to it, as well as violate its security measures or authentication measures.
8. do not attempt to upload data, information or programs containing viruses or other harmful or harmful codes, in violation of the law, including that on the protection of intellectual property, of Vanilla Rocket Srl or of the rights of third parties.

9. not to use the Site for illegal or different purposes than those provided for in these Terms of Use or the General Terms and Conditions of Service;
10. do not use Bitmonds for purposes other than collecting;
11. not to use the site for financial, speculative or similar investment purposes;
12. not to promote or encourage illegal activities (including but not limited to money laundering);
13. not to exploit the Site for commercial purposes;
14. not to modify, adapt, translate or decode any part of the Site;
15. do not use robots, spiders, site search / recovery applications or other devices to recover or index any part of the Site or the content published on the Site or to collect information about users for unauthorized purposes;
16. do not create an account by automated means or under false or fraudulent claims;

In addition, to ensure the security of your data is always guaranteed using the Site, you commit to:

- choose a complex password based on the information we would have given you;
- do not use passwords that you have already used or used on other websites;
- do not use data known to you that can be traced back and publicly available for the composition of the password;
- keep and keep the password to access the account in a safe place and under your direct control;
- do not transfer, transfer, share or communicate the password to access your Profile to third parties;
- do not transfer or transfer your Profile to third parties;
- change the password to access your Profile at least every 90 days;
- immediately notify us of any abnormal activity that you have detected;
- keep your account and password confidential and monitor access to your computer and mobile devices;
- take all necessary precautions to ensure that your password remains secure and confidential.

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

Vanilla Rocket may also, without prior notice or need for authorization and at its sole discretion, inhibit access to your Profile or delete it if it deems it appropriate to protect its interests (for example, by way of example and not limited to: in the case of repeated and / or serious violations of these conditions of use and / or contracts, 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 other User, in the event of failure to transfer ownership of Bitmonds, in the event of failure to cooperate in resolving a dispute with another Registered User).

NEGOTIATIONS AND AGREEMENTS BETWEEN REGISTERED USERS

Negotiations and agreements between Registered Users for the exchange of Bitmonds must take place outside the Platform.

All the features that allow Registered Users to interact with each other are in fact intended exclusively to put them in contact, to keep track of the agreed sales conditions in their Profile and to communicate to Vanilla Rocket the outcome of the agreement reached (outside the Platform) also for the purpose of allowing the same to register the transfer of ownership on the Ethereum blockchain and liquidate the commission due to the same.

The commonly used meaning must be ascribed to the term "negotiation", free from the relative legal effects that may have occurred at the end of the negotiation which took place outside the Platform.

Vanilla Rocket does not provide any Service intended for a legally binding contract between Registered Users for the purchase and sale of Bitmonds, does not intervene in the negotiations or in the conclusion of the contract with other Registered Users. The fee indicated is required only as a fee for the use of the transaction registration service on the Ethereum blockchain.

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

Vanilla Rocket is required to deliver Bitmonds bought and sold to the buyer only on the express order of the seller.

Users assume full and exclusive responsibility in relation to the terms and methods of execution of the contract, including payment of the price. Within the limits of the law, bargaining is free. It should be noted that the "recommended" value of Bitmonds is purely indicative and the final sale value is exclusively defined by the parties. Remember that the recommended value is not binding and that you can exchange your Bitmonds at the price you prefer!

In relation to Vanilla Rocket, the User is in any case required to respect the following rules:

- treating the sale exclusively outside the Platform and through the IT tools that you deem most appropriate (e-mail, whatsapp, etc.);
- use the interaction features with other Registered Users only to communicate to Vanilla Rocket the terms of the agreement reached;
- do not negotiate methods, terms or conditions contrary to the law, public order or morality;
- do not use the Platform or its features to present proposals or counter-proposals;
- 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;
- do not abandon the negotiation if you have already reached a legally binding agreement outside the Platform;
- act in compliance with the General Service Conditions and these 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 or other Registered Users and, in particular, in the following cases: repeated and / or serious violations of the Terms of Use and / or General of Service, 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 other Registered User, in the case of non-transfer of ownership of Bitmonds, in the case of non-collaboration in the resolution of a dispute with another Registered User, in the case of diffusion of correspondence, etc.).

INTELLECTUAL PROPERTY IN GENERAL

The Website, each Content and material contained therein is the exclusive property of Vanilla Rocket Srl and is protected by copyright or other provisions relating to intellectual property.

Web interfaces, graphics (including, without limitation, all designs and illustrations associated with Bitmonds), designs, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of content, code, data and all other elements of the Site are owned by Vanilla Rocket Srl and are protected by copyright law or industrial law.

Unless expressly stated otherwise on the Site or with prior written authorization from Vanilla Rocket Srl, any act of disposal or use of the material contained on the Site is prohibited (such as duplication, total and / or partial reproduction, download, saving, communication to third parties, publication or diffusion by any means and in all forms, through existing and developed media and technologies in the future).

Hypertext links are expressly prohibited. deep (or deep link) or with so-called techniques framing, aimed at preventing the recognition of (or masking) the real authorship of the contents.

The User can send comments, bug reports, ideas or other feedback at any time. By sending any feedback, the User acknowledges Vanilla Rocket's right to use them at his discretion and to disclose them. To this end, the User accepts that no compensation or right can be claimed.

DOMAIN NAMES, NAMES, BRANDS AND DISTINCTIVE SIGNS

"Bitmonds", "bitmonds.com" is the name and / or distinctive sign of ownership of Vanilla Rocket Srl, together with the logos used on the Site. The use or reproduction in any form and manner of such names and / or signs is prohibited badges and logos, unless expressly authorized in writing by Vanilla Rocket Srl.

INTELLECTUAL PROPERTY ON THE SOFTWARE

The software underlying the functioning of the Site is protected by copyright law (law 633/41 and subsequent amendments), by other rights attributed by copyright law (related rights, database rights, etc.) and / or other applicable laws.

PROFILE LICENSE

The Registered User is granted the right to use, for the sole duration of the Contract, his Profile and the Services offered through the Site, under a temporary and non-transferable user license agreement for an act between the living. The Services contract and, therefore, the license to use the Profile, may only be transferred by succession due to death after ascertaining the legitimacy of the entitled parties. No further use is permitted that is not expressly provided for in these Terms of Use, in the General Conditions of Service or by law.

CORRESPONDENCE WITH VANILLA ROCKET

Correspondence between you and Vanilla Rocket is to be considered confidential and intended exclusively for you. It cannot therefore be disseminated or communicated in any form (social networks, forwarding to third parties, etc.). In the event of unauthorized disclosure or communication, Vanilla Rocket may take all the most appropriate initiatives to protect its interests, including the suspension or cancellation of your account for violation of these Terms of Use and the criminal action for the offenses referred to to art. 616 (violation, subtraction and suppression of correspondence) and 618 (disclosure of correspondence content) of the penal code.

EXCLUSION AND LIMITATION OF LIABILITY

Vanilla Rocket makes no guarantees regarding the Site, the Services offered and its Contents. The texts, information and all Contents included or available through the Site may contain inaccuracies or errors.

To the extent permitted by law, Vanilla Rocket and / or its suppliers cannot be held liable for direct and indirect, specific, incidental, punitive, security or consequential damages resulting from the use, incorrect or non-use of the Site or the Services offered based on any hypothesis of liability, as well as for any consequent legal, civil, criminal or administrative disputes, also introduced by third parties, as well as in relation to the delay or inability to use the Site and / or the Services offered and / or the Contents.

The Registered User has the possibility to request the cancellation of his account at any time. In case of cancellation, the User will not be able to request a refund of the Bitmonds still registered to him registered on the Ethereum blockchain.

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

PERSONAL DATA PROCESSING

The processing of your personal data will be carried out by Vanilla Rocket Srl in full compliance with the European and Italian legislation in force regarding the protection of personal data (GDPR - EU Reg. N. 679/2016, Legislative Decree 196/2003 Privacy Code, in the parts not expressly repealed by Legislative Decree no. 101/2018), as per information that we invite you to read carefully with the law.

DEATH OF THE ACCOUNT HOLDER

In the event that a loved one is missing, the User who registered with Bitmonds must contact us immediately.

The contract entered into with the missing person and, therefore, his Bitmonds will be sent to his / her legitimate or testamentary heirs (or to the legatee or executor who you have nominated), if necessary in communion with each other, subject to them identification.

To proceed with the transfer, you must in any case provide us with the following documents:

- death certificate
- copy of the deceased's identity document
- authentic copy of testamentary dispositions
- notarial deed of the family status (substitute declaration)
- notarial deed of appointment or designation of heir (s) (substitute declaration)

- notarial deed, rendered in the presence of n. 2 witnesses, coinciding with the email address used by the deceased for registration on www.bitmonds.com to that commonly used by the deceased
- copy identity documents of each heir
- compilation of request to take over the contract and disclaimer (provided by Vanilla Rocket)
- (if there are several heirs) act of appointment of the heir administrator of the account signed by each heir (provided by Vanilla Rocket)

Once the documents have been received, we will open an investigation before taking over the contract and, therefore, in the Profile. If the law governing the succession is different from the Italian one, we may ask you for other documents.

JURISDICTION AND JURISDICTION

Any disputes concerning these Terms of Use will be subject to Italian jurisdiction and the applicable law will be Italian, without any reference to the relative conflicts between different legal criteria. The User accepts and submits to the exclusive jurisdiction of the Italian Courts and expressly renounces any objection to such jurisdiction. The competent court is identified exclusively in the Court of Milan and any other court is excluded.