

Bitmonds.com Terms of Use

Last updated: 31 March 2018

Bitmonds.com is a collector's game based on Blockchain Ethereum technology, which uses "Smart Contracts" that allow each individual member ("User") of the Website ("Website") to generate, collect, sell and give away diamond shaped digital collectible ("Bitmonds") with unique features and whose owner user is registered on the Blockchain. The use of a Bitmonds is made exclusively through functionalities made available through the "Site". By using the Site, you can view your diamonds, buy, sell and give them to other users of the Site.

Vanilla Rocket Srl ("Vanilla Rocket" or "We"), with registered office in Vial Aldo Moro 19 in Bussero (MI), registered with the Register of Companies of Milan under no. MI-2527851 with VAT no. 10393410963, is the company that owns the Site. Before using the Site, you must accept these "Terms of Use" and all terms and conditions described ("Terms" or "Agreement" or "Terms of Use"). By clicking on the appropriate check box during registration or use of the Site, the User confirms that he fully accepts what is indicated in this document. The digital service provided through Bitmonds.com is intended for private customers. The digital service provided through Bitmonds.com is intended as a collector's game and not as a form of financial investment.

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1. Bitmonds

Bitmonds are smart contracts of the blockchain Ethereum network, which show themselves as colored 3D diamonds developed with WebGL technology. The nominal value indicated is defined on the basis of a proprietary algorithm of Vanilla Rocket Srl, whose growth is correlated with the level of purity of the Bitmonds itself. The nominal value is purely indicative and intended as such in the collector's game Bitmonds, and does not guarantee to the User that the market will correspond to such value in case of sale. By accepting these conditions, the User waives the right to claim against Vanilla Rocket Srl in the event of failure to sell his Bitmonds. Each Bitmonds represents a unique digital service, based on the Generator User characteristics provided through the Site. Smart Contracts have total control over the pseudo-random elements of our creation process, which means that we cannot manipulate them and that the property and randomness of generation are always guaranteed.

2. The Site

- a. To use the Site you must have a Chrome, Firefox, Edge or Safari web browser. The Site is not intended for use through Internet Explorer. The only possible way to take advantage of the functionality of the Site is to register through the Site itself. Individuals are allowed to register on the Site only if they are 18 years of age or older.
- b. The Site is dedicated to natural persons acting for purposes unrelated to the business, commercial, craft or professional activity that may be carried out.
- c. Registration to the Site is free of charge. To register on the Site, the user must fill in the form, e-mail address and a password. For Bitmonds generation capabilities, you must complete the registration with First Name, Last Name, Date of Birth and Primary Address.
- d. The generation or change of ownership of the Bitmonds that take place on the Site are tracked on the blockchain Ethereum. The payment of the transactions required to play the collector's game Bitmonds is via Paypal (Paypal account or Credit Card) For the purchase, generation or gift of a Bitmonds is not required a Paypal account, while it is necessary for the sale.
- e. Vanilla Rocket Srl does not own or control Google Chrome, Safari, Pay Pal, the Ethereum network or any other third party product or service used to make available the functionality of the Site. By accepting these conditions, the User waives all recourse against Vanilla Rocket Srl for acts or omissions of such third parties, nor for any damages that it may suffer as a result of transactions or any other interaction with such third parties. You must provide accurate and complete registration information when creating an account on the Site as it is used to generate Bitmonds on behalf of the User and will not be changeable at a later date. Registration credentials (email address and password) must be used exclusively by the User and may not be transferred to third parties. You agree to keep them secret and to ensure that no third party has access to them and to immediately inform Vanilla Rocket Srl if you suspect or become aware of any misuse or improper disclosure. If Vanilla Rocket Srl becomes aware of any misuse, it is entitled to suspend or cancel the account in question at its sole discretion. The User undertakes to hold Vanilla Rocket Srl harmless and indemnified from any damage, obligation to pay compensation and/or sanction deriving from and/or in any way connected to the violation by the User of the rules on registration to the Site or on the conservation of registration credentials.

- f. Vanilla Rocket Srl reserves the right to refuse or cancel orders that originate (i) from a User with whom it is in dispute; (ii) from a User who has previously violated these conditions and/or the terms of the purchase agreement; (iii) from a User who has been involved in fraud of any kind and, in particular, in fraud relating to credit card payments; (iv) from Users who have issued false, incomplete or otherwise inaccurate identification data.
- g. The Site is located on servers located on Italian soil and follows the Italian legislation regarding the services provided through the Internet.

3. Costs, payments and fees

The service includes costs to generate, buy or give Bitmonds

- a. All costs indicated on the Site are expressed in Euro and are inclusive of VAT, with the VAT regimes provided for the country of origin of the User. Since the sale of digital services is concerned, there is no provision for the issue of an invoice as provided for by Legislative Decree 42/2015, expressed in the Ministerial Decree of 27 October published in the Official Gazette on 11 November, and concerns both the sale of goods and the provision of services purchased via the Internet.
- b. Generation, purchase and gift are subject to a commission equal to 4% of the amount of the value of the Bitmonds (with a fixed minimum of 2 € Included VAT). Vanilla Rocket Srl reserves the right to update at the beginning of each year (or as required) the prices of both the generation of a new Bitmonds and commission. The communication of this change will be made by email address provided by the User during registration, the same with which you access the Site.
- c. The service is considered used by the User and therefore no longer refundable, with the registration of the User as owner of the Bitmonds on the Blockchain Ethereum network. Therefore, when placing an order for generation, purchase or gift, the User agrees to the execution of the digital service by accepting the loss of the right of withdrawal as a result of the start of execution (registration on Blockchain of his property or the User to whom Bitmonds gives).

In order to exercise the right of withdrawal, the user must inform Vanilla Rocket Srl, before the expiration of the Withdrawal Period (14 days) of its decision to withdraw (by sending an email with the subject WITHDRAWAL and the identification number of the transaction to info@bitmonds.com). The return of the amount spent by the customer will be through Paypal (at the address used by the user for the transaction) within 15 working days.
- d. If the User resides outside the European Union, he or she shall be responsible for paying any taxes provided for by his or her country of origin for the purchase of digital services, as well as any other customs duties or similar. Except for income taxes levied by Vanilla Rocket Srl, the User:
 - i. pay or refund for all national and federal, state, local or other jurisdiction taxes, including value added taxes and duties as provided by international tax treaties, customs duties or other import or export taxes, and the amounts levied in their place on the basis of the fixed charges, services rendered or payments made hereunder, as now or in the future may be imposed under the authority of any national, state, local or any other jurisdiction

- ii. is not entitled to deduct the amount of such taxes, duties or assessments on payments made to Us under these Conditions of Contract
- d. In case of sale of its own Bitmonds on the Marketplace, is responsibility of Vanilla Rocket Srl to send to the seller user on his PayPal account (indicated by users within the Site, in the logged area). The amount is equal to the value (in Euro) of the Bitmonds at the time of the sale (without commissions costs paid by the buyer). Everything will be done within the next 48 solar hours

4. Property rights

- a. By accepting these Terms and Conditions, you acknowledge and agree that Vanilla Rocket Srl owns all rights, title and legal interest in all elements of the Site and all intellectual property rights contained therein.
- b. Web interfaces, graphics (including, without limitation, all drawings and illustrations associated with Bitmonds), designs, systems, methods, information, computer code, software, services, "look and feel", organization, content compilation, code, data and all other elements of the Site (generally "Content") are the property of Vanilla Rocket Srl and are protected by trade marks, international conventions, other intellectual property rights and proprietary rights and Applicable laws.
- c. Except as expressly set forth herein, your use of the Site does not grant you ownership of any of the rights to any content, code, data or other material that you may access through the Site.
- d. For clarity, the User understands and agrees: (i) that his/her "purchase" of a digital service called Bitmonds, through the Site or otherwise, does not confer any right or license to the above points, other than the mere ownership of Bitmonds itself.
- e. The User does not have the right to reproduce, distribute or otherwise market any of the above contents without the prior written consent of Vanilla Rocket Srl.
- f. The User can choose to submit comments, bug reports, ideas or other feedback on the App at any time (generically "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without any additional compensation for it and to disclose such Feedback to third parties (whether on a non-confidential basis or otherwise). You hereby grant a perpetual, irrevocable, non-exclusive, worldwide license under all rights necessary to incorporate and use your Feedback for any purpose.

5. Conduct of use

- a. You agree that you are responsible for your conduct while accessing or using the Site and for any purpose whatsoever.
- b. By agreeing to these Terms, you agree to use the Site only for lawful, legal purposes and in accordance with these Terms and any applicable laws or regulations. By way of example and not limited to, the User cannot and cannot allow third parties to:
 - i. post, upload, distribute or disclose any unlawful, defamatory, harassing, offensive, fraudulent, obscene or otherwise objectionable content;

- ii. distribute viruses, worms, bugs, trojans, corrupted files or any other element of a destructive or deceptive nature
- iii. impersonate another person (through the use of an email address or other)
- iv. upload, post, transmit or otherwise make available through the Site any content that infringes the intellectual property rights of any party
- v. use the Site to violate the legal rights (such as privacy and publicity rights) of third parties;
- vi. engage in, promote or encourage illegal activities (including, but not limited to, money laundering)
- vii. interfere with the enjoyment of other users of the Site
- viii. use the Site for unauthorized commercial purposes
- ix. modify, adapt, translate or decode any part of the Site
- x. remove any copyright, trademark or other proprietary right contained in the Site or any part thereof
- xi. reformat or frame any portion of the Site
- xii. view any content on the Site that contains hate or violent content or contains other materials, products or services that violate or encourage conduct that violates criminal laws, any other Applicable Laws, or any rights of a third party
- xiii. use robots, spiders, Search/recovery applications or other devices to retrieve or index any part of the Site or content posted on the Site or to collect information about users for unauthorized purposes
- xiv. create User accounts by automated means or under false or fraudulent claims
- xv. access or use the Site for the purpose of creating a product or service that is competitive with any of our products or services.

6. Resolution

- a. You may terminate these Terms at any time by requesting to terminate your account on the Site and terminating your access to and use of the Site. The User indemnifies Vanilla Rocket Srl from any claim for reimbursement following the request for closure of their account.
- b. You agree that, in the sole discretion of Vanilla Rocket Srl and for any reason or no reason, it may terminate these Terms and / or suspend and / or terminate your / his / her / her / her / her accounts for the Site. You agree that any suspension or termination of your access to the Site may occur without notice and that Vanilla Rocket Srl shall not be liable to you or any third party for any such suspension or termination. Vanilla Rocket will terminate this Agreement or suspend or terminate this Agreement together with your access to or use of the Site if you breach these Terms or engage in any suspected fraudulent, abusive or illegal activity.
- c. Suspension or termination of your account will result in you not having access to information that you have posted on the Site or that is related to your account and you

acknowledge that Vanilla Rocket Srl shall have no obligation to maintain any information in its databases or to forward such information to third parties.

7. Limitation of liability and risk assumption

- a. You expressly acknowledge and agree that your access to and use of the Site is at your sole risk and that the Site is provided "as is" and "as available" without warranty of any kind, express or implied. To the fullest extent permitted by applicable law, Vanilla Rocket Srl, its affiliates and licensors make no express warranties and disclaim all implied warranties with respect to the Site and any part thereof (including, without limitation, the Site, any smart contract, or any external Web Site), including the implied warranties of merchantability, fitness, non-infringement, correctness, accuracy or reliability. For example, Vanilla Rocket, its affiliates and licensors do not represent or warrant to you that:
 - i. access to or use of the Site meets the User's requirements
 - ii. access to or use of the Site will be uninterrupted, timely, secure or error-free
 - iii. the usage data provided through the Site will be accurate
 - iv. the Site or any content, services or features achievable on or through the Site are free from viruses or other harmful components
 - v. that all data that the user uses with the Site will be secure. Some jurisdictions do not allow the exclusion of implied warranties in consumer contracts, so some or all of the above exclusions may not apply to you.

- b. By accepting these Terms you accept the security risks inherent in providing information and operating online over the internet, and you agree that we have no responsibility for any breach of security unless it was due to our negligence. Vanilla Rocket Srl shall not be liable in the first place or on behalf of the User for any loss of the User as a result of the use of the Internet or the electronic wallet blockchain, including, without limitation, any loss, damage or claims arising from:
 - i. User error, such as forgotten passwords or incorrectly entered into intelligent contracts or other transactions
 - ii. Server failure or data loss
 - iii. corrupted files
 - iv. unauthorized access or activity by third parties, including but not limited to the use of viruses, phishing, brute force or other means of attack against the Site or network ethereum
 - v. Bitmonds are intangible assets that exist only by virtue of the registration of property kept in the Blockchain Ethereum, over which we have no control and we cannot provide guarantees or promises regarding its availability over time or the possibility of future resale of such assets

- vi. Vanilla Rocket Srl is not liable for losses arising from blockchain or other features of the Blockchain Ethereum network.
- c. You acknowledge and agree that Vanilla Rocket Srl, its affiliates and licensors shall not be liable to you or any third party for any indirect, incidental, special, consequential or exemplary damages that may occur for any reason and under any liability, including, without limitation, any loss of profits (whether direct or indirect), loss of business or reputation, loss of data, cost of Procurement of substitute goods or services, or any other intangible loss.
- d. By accepting the following terms and conditions of the Agreement, the User also accepts that
- i. Prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital resources could have a significant and negative impact on the value of the commissions charged by Vanilla Rocket Srl to provide the service.
 - ii. To be solely responsible for determining any taxes applicable to your transactions relating to the Bitmonds project. Vanilla Rocket Srl is not responsible for any loss of tax paid by you in connection with transactions on the Site or Smart Contracts Bitmonds
 - iii. The Site does not store, send or receive Bitmonds. This is because Bitmonds exist only by virtue of the fact that they are stored on the blockchain Ethereum. Any transfer of ownership of Bitmonds takes place within the blockchain
 - iv. Vanilla Rocket Srl will not be liable for any communication errors, interruptions, errors, distortions or delays that may occur when using the Ethereum network.
 - v. A lack of use or public interest in the creation and development of distributed ecosystems such as the Ethereum network could have a negative impact on the development of the Bitmonds game ecosystem, and thus on the potential usefulness or value of its Bitmonds collection.
 - vi. The regulatory regime governing blockchain, crypto currency and token technologies is uncertain and new regulations or policies could negatively and materially affect the development of the Bitmonds ecosystem and thus the potential usefulness or value of the Bitmonds themselves. The User indemnifies Vanilla Rocket Srl from this responsibility and renounces any kind of recourse in this regard.
 - vii. Updates to the Ethereum platform, a hard fork in the Ethereum platform, or a change in the way transactions are confirmed on the Ethereum platform may have unintended negative effects on the Bitmonds ecosystem.
- e. You agree to indemnify and hold Vanilla Rocket Srl and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners harmless from and against any and all claims, liabilities, losses, damages (actual and consequential) of any kind or nature, judgments, costs of litigation and attorneys' fees arising out of or in any way related to
- i. violation of the provisions of this document of the conditions of use

- ii. misuse of the Site
- iii. violation of applicable laws, rules or regulations in connection with access to or use of the Site. You agree that Vanilla Rocket will have control over the defense or settlement of such claims

8. External sites

- a. The Site may include hyperlinks to other websites or resources (collectively, "External Sites"), provided solely as a convenience to our users. We have no control over any external sites. You acknowledge and agree that Vanilla Rocket Srl is not responsible for the availability of External Sites and that we generally do not endorse any advertising, products or other materials made available by External Sites.
- b. You acknowledge and agree that Vanilla Rocket Srl shall not be liable for any loss or damage that may be incurred as a result of the availability or unavailability of the External Sites, or as a result of any reliance by you on the completeness, accuracy or existence of any advertising, product or other material made available by any External Sites.

9. Direct Marketing customer data management

- a. Your personal information is used by Vanilla Rocket Srl and others/partners to enhance your customer experience, respond to your requests, improve our customer service, tailor offerings and advertisements to you, communicate with you about products, services, special offerings and events or programs offered by Vanilla Rocket Srl or our marketing partners that may be of interest to you. We participate in interest-based advertising and we or others may use information about you to deliver to you or allow you to see certain advertising based on your interests, searches you perform, information you provide, or your activity on Vanilla Rocket Srl Sites or other websites. Vanilla Rocket Srl may also use your data to analyze and manage its businesses. Aggregate or combined data is collected from online and offline facilities and may be used to enhance the ability of Vanilla Rocket Srl to communicate with you and to support business functions such as fulfillment, internal business processes, marketing, authentication, customer service, fraud prevention, and public safety and legal function

10. Site Changes

- a. The User accepts that Vanilla Rocket Srl may unilaterally make changes to this document from time to time due to changes in the functionality of the Site. Following the above changes, the updated Terms will be made available on the Site and the "Last Updated" date at the beginning of these Terms will be updated accordingly. Please check this document periodically for changes. Any changes to the Terms will apply from the date on which they are made and your access to or use of the Site after the Terms have been updated will constitute your binding acceptance of the updates. If you do not accept the modified conditions, you cannot access and use the Site.

11. Age of users

- a. The App is not intended for people under 18 years of age.

12. Privacy Policy

- a. Our privacy policy describes how we collect, use, store and disclose your personal information. These Terms incorporate our privacy policy. To provide the service we need information about you, and we only use it when we have a legal basis to do so. You can refer to our Privacy Policy to understand what information we collect, how we use it and what choices you have when using our Services.

13. Applicable law - Conciliation of disputes and arbitration

- a. The contract for the provision of the digital service between Vanilla Rocket Srl and the User is governed by Italian law
- b. You agree that disputes with Vanilla Rocket Srl will be resolved by binding, individual arbitration, and you waive your right to a jury trial or to participate as a claimant or member of a class action in any alleged collective action or representative proceeding.
- c. this notice does not apply if the User: (1) resides in any jurisdiction that does not permit this arbitration agreement, (2) if it waives arbitration as described in the "arbitration" article.

14. Exclusion of Guarantees

- a. to the extent permitted by applicable law, the services and content are provided "as is" without warranty of any kind. without limiting the foregoing, we expressly disclaim any warranty of merchantability, fitness for a particular purpose, enjoyment, or non-infringement, and any warranty arising out of negotiation or trade custom. we do not guarantee that the services will meet your requirements or that they will be available uninterruptedly, securely, or error-free. we do not offer any guarantee as to the quality, accuracy, timeliness, truthfulness, completeness or reliability of any content.

15. Generals

- a. These Terms constitute the entire and exclusive understanding and agreement between Vanilla Rocket Srl and you with respect to the Services and Content, and these Terms supersede any and all prior oral or written understandings or agreements between Vanilla Rocket Srl and you with respect to the Services and Content.
- b. If any provision of these Terms is held to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the other provisions of these Terms shall remain in full force and effect. You may not assign or transfer these Terms, by law or otherwise, without the prior consent of Vanilla Rocket Srl. Any attempt to assign or transfer these Terms, without such consent, will be void. Vanilla Rocket Srl may freely assign or transfer these Terms without restriction, and the person who assigns or assigns shall not be jointly and severally liable. Subject to the foregoing, these Terms shall bind and benefit the parties, their successors and authorized assigns.
- c. Neither Vanilla Rocket Srl, any user, nor any other party involved in the creation, production, or implementation of the Digital Services herein or the Content shall be liable for any damage, injury, default or delay in performance due to force majeure (natural disasters),

weather conditions, fire, flood, acts of terrorism or foreign enemies, satellite or network failure, governmental or regulatory decree, trade dispute, or any other cause beyond their control.

- d. Any notices or other communications provided by Vanilla Rocket Srl pursuant to these Terms, including those regarding changes to these Terms, shall be provided: (a) by email; or (b) by posting within the Services. For notices sent by email, the date of receipt shall be deemed to be the date on which such notice is sent to any email address that the User has provided.
- e. Failure by Vanilla Rocket Srl to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Vanilla Rocket Srl. Except as expressly provided in these Terms, each party's exercise of any of its remedies under these Terms shall be without prejudice to its other remedies under these Terms or otherwise.