

GENERAL CONDITIONS OF THE SERVICE

Welcome to Bitmonds! The first digital collectible portal.

These General Conditions of Service have been drawn up in accordance with the provisions of the Consumer Code, Legislative Decree no. 206/2005 and subsequent amendments, and of Legislative Decree no. 70/2003 on information society services and electronic commerce. Please read them carefully and keep a copy. We also point out that we may make changes or amendments to these General Conditions and other contractual documents at any time. In any case you will find the updated versions of all the documents always published on the site. The General Conditions and other contractual documents will be automatically and immediately effective, unless otherwise indicated.

The use, registration on the Site, the sending of a purchase order and the use of all the Services offered therein implies the full knowledge and express acceptance of these General Conditions, the Conditions of Use of the Website and any other contractual document.

The language available to conclude the contract is Italian '. The applicable law and the competent jurisdiction is Italian, without prejudice to the application of mandatory rules for your protection. However, we will provide you with an English translation of the contract.

CAUTION

Vanilla Rocket Srl DOES NOT sell material diamonds. All the Services provided through the Platform are aimed only at collecting and have nothing to do with any form of financial investment nor do they constitute a financial instrument or product. Through the Site, you can only buy and exchange, for collection purposes, intangible digital assets 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 to create or buy Bitmonds, to buy Bitmonds Digital Art or Artworks NFT, as well make public their Bitmonds or Bitmonds Digital Art and register, in case of sale, the transfer of ownership on the POLYGON blockchain;
- **Vanilla Rocket:** the company Vanilla Rocket s.r.l. based in Milano, Bastioni di Porta Nuova n. 21, 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 them; the owner of the "Bitmonds" brand; the Data Controller.
- **Bitmonds:** the digital asset / s / the immaterial / the collectible / the whose three-dimensional graphic representation is that of a diamond;
- **Bitmonds Digital Art:** the Bitmonds generated by the Artworks NFT;
- **Artworks NFT:** the intangible digital asset/s collectible consisting of an image and used to generate particular Bitmonds called Bitmonds Digital Art;
- **Consumer:** the Consumer who purchases the Services through the Site or Bitmonds from another Registered User;
- **Buyer:** the Consumer who purchases the Products and Services through the Site.
- **Product (s):** the Bitmonds, Bitmonds Digital Art or Artworks NFT purchased through the Site;
- **Service (s):** the activity carried out by Vanilla Rocket or carried out by the Registered User of creation or buy of Bitmonds of the presentation of one's Bitmonds or Bitmonds Digital Art, the registration of the transaction between the Registered User and Vanilla Rocket Srl, as well as between Registered Users, on Polygon blockchain.
- **Price or consideration:** the sum of money (expressed in FIAT currency or Cryptocurrency) for buy

- (c.d. “minting”) Bitmonds, Bitmonds Digital Art or Artworks NFT, and its registration on the Blockchain; the amount of money established for the purchase of a Bitmonds or Bitmonds Digital Art by the seller.
- **Commission:** the fee for the registration of the transaction between registered users on the Polygon blockchain.
 - **Contract or Sales Contract:** the remote agreement 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; the agreement with another Registered User for the purchase and sale of Bitmonds, Bitmonds Digital Art or Artworks NFT.
 - **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 platform; the website identified by the domain www.bitmonds.com and all related subdomains and related domains;
 - **Registered User or User:** users natural persons who have registered their data on the Platform and who have their own Profile available to them under license;
 - **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 relates to the provision, for consideration, of the Services offered by Vanilla Rocket, or of the following activities:

- creation and buy Bitmonds;
- buy of Bitmonds Digital Art and Artworks NFT;;
- presentation of one’s Bitmonds or Bitmonds Digital Art
- registration of the purchase transaction between Registered User and Vanilla Rocket Srl, as well as of sale and purchase between Registered Users, on the Polygon blockchain.

Vanilla Rocket does not provide any Service intended for bargaining between Registered Users for the sale of Bitmonds nor does it ever intervene in the negotiations nor does it carry out mediation activities. All the functions on the Platform that allow Registered Users to interact with each other are in fact intended exclusively to facilitate communication between them, to keep track of the agreed conditions of sale in their Profile, to formalize the sale or donation (or the gift) of Bitmonds and , therefore, to communicate to Vanilla Rocket the outcome of the agreement reached in order to allow it to register the transfer of ownership on the Polygon blockchain and pay the commission due to it. The role of Vanilla Rocket ends in preparing the space for the presentation of the Bitmonds and in the transmission of messages, as well as in their management. All communications that are transmitted between and/or by Registered Users must therefore be considered exclusively personal to the individual Registered Users.

In compliance with the Consumer Code and of Legislative Decree n. 206/2005 and subsequent amendments and by 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) SERVICE TO CREATE OR BUY PRODUCT AND ITS CHARACTERISTICS

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

The Bitmonds that will be generate or buy, is identified by an Identification Code (ID), represented by the three-dimensional image of a diamond and will have unique 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
- artist (only for Digital Art Bitmonds)
- collection
- contrast (or metalness for Digital Art Bitmonds)
- sharpness (or roughness for Digital Art Bitmonds)

For each Bitmonds buy we will indicate a "recommended" exchange value. The value of each Bitmonds and present within the Site is therefore a value to be understood as purely indicative and must not be intended as a guaranteed value in the resale on the collectors market or as an intrinsic value of the same. Vanilla Rocket does not guarantee any value higher than that of buy.

"Bitmonds Digital Art" are Bitmonds generated on the basis of the properties of specific digital images which, in turn, constitute a further type of collectible digital asset called "NFT Artworks".

The Artworks NFT is an artistic image used to generate the Bitmonds Digital Art NFT.

Your Bitmonds, after registering the transaction on the Polygon 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.

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

B) CONCESSION OF SPACE FOR THE PRESENTATION OF YOUR BITMONDS

Once you have buy your Bitmonds, you can decide whether to make your Profile public and, therefore, publish your Bitmonds in the area of the Site intended for presentation to other Registered Users.

Your Bitmonds and its characteristics will be visible to all Registered Users together with the recommended value for the exchange or what you have indicated for the sale.

Please note that Vanilla Rocket srl offers the web space on the dedicated page solely to allow you to present your Bitmonds to other Registered Users. Vanilla Rocket assumes no obligation or liability in connection with the exchange of Bitmonds between Registered Users. The role of Vanilla Rocket ends in preparing the space for the presentation of the Bitmonds or Bitmonds Digital Art and in the transmission of messages, as well as in their management. All communications that are transmitted between and/or by Registered Users must therefore be considered exclusively personal to the individual Registered Users.

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 to certify transactions, i.e. the transfer of ownership of your Bitmonds or Bitmonds Digital Art from you to another Registered User,, or your Artworks NFT from Vanilla Rocket to you.

Once your Product has been buy, the transaction will be automatically registered on the blockchain (Polygon) and a HASH identifying it will be generated. You will find all registration information in your
Ver. 1.8 – December 2022

Product details.

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

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

CODE OF CONDUCT BETWEEN REGISTERED USERS

Users assume full and exclusive responsibility in relation to the terms and methods of execution of the contract between them, including the payment of the price. Bargaining is free within the limits of the law. It should be noted that the "recommended" value of Bitmonds or Bitmonds Digital Art 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 or Bitmonds Digital Art at the price you prefer, as long as it is higher than the generation price!

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

- comply with these General Conditions of Service, the Conditions of Use and any other conditions or rules governing the use of the Services;
- not to negotiate methods, terms or conditions that are contrary to the law, public order or morality;
- always behave in good faith and fairness;
- not to release false or third party information;
- not to abuse the messaging system;
- do not use the "gift" function improperly;
- carefully read the characteristics of the Bitmonds, Bitmonds Digital Art or Artworks NFT sold, the conditions and terms of sale;
- pay the price of the Bitmonds, Bitmonds Digital Art or Artworks NFT you purchased immediately;
- take action for the transfer of ownership of Bitmonds, Bitmonds Digital Arts soon as payment has been received from the buyer;
- not to carry out illegal activities;
- choose a payment method attributable to you only;
- not to exploit the purchase and sale of Bitmonds, Bitmonds Digital Art or Artworks NFT for profit on the exchange between FIAT currency and cryptocurrencies used for the service (so-called "arbitrage").

The Registered User acknowledges and accepts that the use of the features dedicated to publication or interaction with other Registered Users may result in the conclusion of a legally binding contract. Indeed,

- a) presentation of a Bitmonds or Bitmonds Digital Art is equivalent to an invitation to offer;
- b) sending a confirmation of purchase implies acceptance of the sale proposal by another Registered User and, therefore, the obligation to pay the indicated price;
- c) receipt of the agreed amount for the sale of the Bitmonds or Bitmonds Digital Art implies an obligation to transfer the Bitmonds or Bitmonds Digital Art itself and the payment of the related commissions expressed in FIAT currency or Cryptocurrency.

Vanilla Rocket is required to register the transfer of the Bitmonds or Bitmonds Digital Art sold to the buyer only on the express order of the seller. The registration of the transaction of the Bitmonds or Bitmonds

Digital Art bought and sold on the blockchain is subject to the payment by the seller of the commission due to Vanilla Rocket.

Vanilla Rocket does not engage in any brokerage activity and the commission indicated is requested only as a fee for the use of the transaction registration service on the POLYGON blockchain.

Vanilla Rocket assumes no obligation in relation to the delivery of the Bitmonds or Bitmonds Digital Art to the buyer, nor to the payment or transfer of ownership of the Bitmonds or Bitmonds Digital Art exchanged between Registered Users, and has no role or is involved in the exchange of Bitmonds or Bitmonds Digital Art between Registered Users.

The role of Vanilla Rocket ends in preparing the space for the presentation of the Bitmonds and Bitmonds Digital Art and in the transmission of messages, as well as in their management. All communications that are transmitted between and/or by Registered Users must therefore be considered exclusively personal to the individual Registered Users.

Vanilla Rocket Srl reserves the right to legally pursue any violation and abuse, to protect its interests. Vanilla Rocket may also, without prior notice or authorization and at its sole discretion, suspend, inhibit access or impose restrictions on your Profile, limit the visibility of your advertisements or delete them, should it deem it appropriate to protect your 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 Service Conditions, for security reasons, to comply with legal obligations or in the event of suspicion of illegal activity, in the event of non-payment of the consideration or commissions due for the exchange of Bitmonds with another Registered User, in the event of non-transfer of ownership of Bitmonds, in the case of non-cooperation in resolving a dispute with another Registered User, in the case of dissemination correspondence, etc.).

The first use of the section dedicated to present for sale your Bitmonds or Bitmonds Digital Art will be subject to the strong identification procedure of your person (KYC, AML, CTF e Sanctions Screening procedures).

KYC (Know Your Customer) – AML/CTF – SANCTIONS SCREENING PROCEDURES

We inform you that in order to make the use of the Platform safer, guarantee greater security in transactions and prevent criminal activities (such as money laundering), we have adopted a KYC - Know Your Customer recognition procedure in compliance with the regulations in force on the subject. In addition to verifying the identity document, to obtain a positive outcome, the procedure applied by our portal also includes a check within international AML (Anti-Money Laundering), CTF (Counter-Terrorist Financing) and Sanctions Screening lists.

Scenarios where your strong identification is needed are:

- exceeding, in the history of the account, 100,00 Euro spending threshold in the generation of Bitmonds;
- first use of the section Marketplace or the section dedicated to commercial launch of new Bitmonds or Artworks drops.

In these cases you will be redirected to the identification portal managed by our certified partner for this activity ([Optimo Next](#)) which will activate the KYC procedure. In parallel, your data will be sent to our certified partner ([Name Scan](#)) for AML/CTF and Sanctions Screening verification activities.

Specifically you will:

- confirm and possibly correct the data you entered when registering with bitmonds.com, in order to make it consistent with those of your identity document;
- select the identity document with which you want to identify yourself;

- c) acquire and upload the image of the front and back of the chosen document;

Our partner will then proceed to verify that the document sent is among those envisaged, complete, legible, authentic, valid and corresponding to the personal data returned in bitmonds.com.

The outcome of the checks will be communicated to you within two working days from the start of the procedure also to the email address associated with the Bitmonds account, subject to verification.

If even just one of the aforementioned verification activities fails, unfortunately it will not be possible to use the portal functions that require strong customer identification.

Some of the checks required by this procedure (AML/CTF/Sanctions Screening) may be repeated over time. If the outcome will be negative, from that moment on it will not be possible to use the portal functions that require strong identification of the customer.

The information you give will be transmitted through a secure and encrypted connection.

We will not use the additional data that you have provided us through the procedure unless it is necessary to fulfill the contract with you, the legal obligations incumbent on us, defend our interests or pursue any other legitimate reason.

For any further information on the processing of data entered in this procedure, please view our privacy policy.

PURCHASE PROCEDURE AND CONTRACT CONCLUSION

In order to buy your Product, if you have not already done so, you will necessarily have to:

1. REGISTER ON THE SITE

We will ask you to provide us with your e-mail address and to choose an access password, as well as to give your consent to the processing of personal data.

You can register on the Site using the social login provided. When you use social logins, the social service provider automatically communicates your personal data that you gave them at the time of registration. We remind you that even in this case your personal data must be true, exact, updated and complete.

In order that the security of your Product is always guaranteed during registration, you undertake to:

- choose a strong password;
- do not use passwords that you have already used or used on other websites;
- not to use data known to you that can be traced back and publicly available for the composition of the password;
- keep and keep the account access password in a safe place and under your direct control;
- not to give, transfer, share or communicate to third parties the access password to your Profile;
- not to sell or transfer your Profile to third parties;
- change the password for accessing 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 supervise access to your computer and mobile devices;
- take all necessary precautions to ensure that your password remains secure and confidential.

Finally, we remind you that you can manage the consents you have given and consult our updated General

Conditions of Service and privacy through the appropriate section of your Profile.

2. COMPLETE YOUR PROFILE

In order to create your Bitmonds or buy Products what do you desire, you will need to complete your Profile with the missing data, namely:

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

For more details on the rules for completing personal data and choosing the criteria for creating a secure password, please read the Terms of Use of the Site which form an integral and essential part of this contract.

If you have used social login you will need to complete any missing personal data.

3. PURCHASE

3.1 IN CASE OF BITMONDS

You can choose to create and/or buy multiple Bitmonds or buy more Bitmonds Digital Art simultaneously within the limits indicated and possibly upon strong identification of your person procedure.

You can proceed, by using the "PAY" key, to send the generation order to Vanilla Rocket Srl as well as to pay.

Remember that you will not have the right of withdrawal as this contract relates to a service that provides for the complete and immediate execution of the services at our expense. If you want to continue with the purchase, we will therefore ask you to give up your right of withdrawal.

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 or Bitmonds Digital Art buy;
- payment method used and identification of the transaction;
- a reference to these General Conditions of Service;
- the 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 or Bitmonds Digital Art buy;
- payment method used and identification of the transaction;
- a reference to these General Conditions of Service;
- the 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 sending the order, this must be considered rejected by Vanilla Rocket Srl. Please let us know promptly if necessary corrections of your personal data or of your orders are sent to info@bitmonds.com.

3.2. IN THE CASE OF ARTWORKS NFT

The system adopted for the sale of NFT Artworks provides for a sale at a progressively decreasing price over a given period of time.

In the latter case, you can proceed, using the "Buy" button, to send your purchase order and pay (in FIAT currency or Cryptocurrency) the consideration for the sale when you believe that the price indicated by the system corresponds what you intend to offer (so-called current price).

You can choose to purchase an Artworks NFT after strong identification of your person procedure.

Once the payment has been made, Vanilla Rocket Srl will send you an ORDER RECEIPT CONFIRMATION email with the following content:

- information on each Product and its price;
- transaction costs;
- identification number of the purchased Artworks NFT;
- payment method used and transaction identifier;
- a reference to these General Terms and Conditions of Service;
- the contact details of Vanilla Rocket Srl.

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

- information on each Product and its price;
- transaction costs;
- identification number of the purchased Artworks NFT;
- payment method used and transaction identifier;
- a reference to these General Terms and Conditions of Service;
- the contact details of Vanilla Rocket Srl.

The contract will be considered concluded only when we send you the PRODUCT TRANSFER CONFIRMATION email

Remember that for technical reasons deriving from the different operating times of the payment channels, it could happen that the system allows more buyers to complete the payment procedure at the same price. In this case, Vanilla Rocket Srl will transfer the goods to the buyer who was the first to correctly complete the purchase procedure and will re-credit any sums to the User in respect of whom the contract was not concluded.

If you do not receive the Confirmation of the transfer within the term of n. 7 working days from sending the order, this must be considered rejected by Vanilla Rocket Srl.

NON ACCEPTANCE AND CANCELLATION OF THE ORDER

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

1. the order is incomplete or incorrect;
2. the payment fails for technical issues dependent on the blockchain and not on our will;
3. the data you provide is incorrect, incomplete or not verifiable;
4. the payment has not been received or is incomplete or any cryptocurrency exchange rate is somehow incorrect, for technical reasons or due to a malfunction of the Cryptocompare service;
5. in case of errors in the texts, in the price list or other errors or inaccuracies in the information reported on the Site;

6. in the event that a dispute or 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 General Conditions of Service or of the Terms of Use of the Site;
7. there are good reasons to believe that you have not reached the age of majority;
8. there are justified reasons to believe that you are using the Platform for purposes other than collecting;
9. there are reasonable grounds to believe that you have been using the Platform for illegal or unlawful purposes;
10. you have used or are using the Platform in violation of the General Conditions of Service or Use of the site or any other condition;
11. 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;
12. if the KYC, AML, CTF e Sanctions Screening procedures have not been successful or have subsequently proved unreliable;
13. if the use of the service is carried out by bots / scripts or other automatic systems or is carried out solely for the purpose of exploiting the fluctuation of the exchange rate between FIAT currency and cryptocurrency (so-called "arbitrage").
14. if another user has already completed the payment of a Bitmonds Digital Art and an NFT Artwork before another Registered User.

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.

PRODUCTS BUY AND REGISTRATION PRICE

The prices for buy a Bitmonds, Bitmonds Digital Art or Artworks NFT indicated by Vanilla Rocket Srl both on the Site and in the purchase order are inclusive of VAT. In any case, the only valid price will be the one indicated at the time the order is sent. Since this is the sale of digital services, the issue of an invoice is not envisaged as required by Legislative Decree 42/2015, expressed by the Ministerial Decree of 27 October published in the Official Gazette on 11 November, and concerns both the sale of goods and the of services purchased over 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 sums 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.

The values and / or percentages of Bitmonds published in the advertising space do not represent the purchase and sale prices of the individual Bitmonds or Bitmonds Digital Art. The sale price between Registered Users is freely established by the seller and is not known to Vanilla Rocket until the advertisement or the conclusion of the sale. The recommended value of each Bitmonds is therefore a value to be understood as purely indicative of the exchange and must not be understood as a guaranteed value in the resale on the collecting market or as an intrinsic value of the same.

TERMS OF PAYMENT

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 which will be managed directly by the same. For any information on the processing of your data, we invite you to consult the privacy policy of our supplier.

If you decide to put your Bitmonds or Bitmonds Digital Art on sale, a commission equal to the amount indicated in the appropriate window will be applied, which the seller will be required to pay in order to proceed with the transfer.

At no time during the payment process, Vanilla Rocket will be able to know your payment details. 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 by third parties.

If you want to pay using Cryptocurrencies, an exchange rate provided by the Cryptocompare service will be indicated, valid for a limited period of time and indicated. We are not responsible for the correctness of this value, but only for its correct transmission and application from the Cryptocompare service to our systems. To make the payment through Cryptocurrency we will ask you to connect your Metamask private wallet to our website according to the ordinary operating methods of the program itself. We are not affiliated in any way with the Metamask project and we are not responsible under any circumstances for damages, omissions or errors resulting from proper or improper use of the program itself. For further details on the functioning of the Metamask program, please consult the official website of the project <https://metamask.io/>

METHOD OF EXECUTION OF THE CONTRACT: BLOCKCHAIN BUY, DELIVERY AND REGISTRATION

The Product buy will be delivered to you digitally within your Profile within a maximum of 48 hours.

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

The registration of your Bitmonds, of Bitmonds Digital Art or Artwork NFT on the blockchain will be carried out by Vanilla Rocket within 48 hours of purchase. The assignment of the related "Blockchain HASH" code could therefore take place at a later time.

If you purchased Bitmonds or Bitmonds Digital Art from another Registered User, registration on the blockchain of the property will be made within 48 hours of the transfer order that we have received from the seller. The assignment of the relevant "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

In relation to buy Bitmonds, you will not be able to enjoy the right of withdrawal since it is a Service contract that provides for the complete and immediate execution of the services at our expense (Article 59, letter a, Consumer Code).

In the case of Bitmonds Digital Art and Artwork you will not be able to enjoy the right of withdrawal as it concerns the supply of digital content through a non-material support (Article 59, letter o, Consumer Code). In both cases, 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 Bitmonds, of the Bitmonds Digital Art and of the Artworks NFT shown on the Site as these may be subject to the technical and resolution characteristics of the IT tool used by the User.

Within the limits of the law, 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 disputes, civil, criminal or administrative, even introduced by third parties.

Vanilla Rocket cannot be held responsible for damages of any nature and species resulting from the impossibility of using the Platform which is attributable to the default of its suppliers (payment service, identification, etc.).

Within the limits of the law, by accepting these General Conditions of Service and the Conditions of Use of the Site you exempt Vanilla Rocket from any liability, whether civil, criminal or administrative, towards third parties or yours, including that deriving from loss of profits (including directly or indirectly), impairment of commercial or business reputation, loss of data, cost of procuring replacement goods or services, or any other tangible or 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 or Bitmonds Digital Art present within the Site is a value to be understood as purely indicative. This value is not intended as a guaranteed value in the resale on the collectors market. Like any existing collectible, the value of Bitmonds or of the Bitmonds Digital Art is exclusively defined by the interest generated and the free exchange between collectors.

Vanilla Rocket assumes no responsibility in relation to the trade between Registered Users. By accepting these General Conditions, the User renounces any recourse against Vanilla Rocket for acts or omissions also of third parties or other Registered Users, nor for any damage that may be suffered during or following the transactions or any other interaction with those parties.

The Registered User acknowledges and accepts that Vanilla Rocket can never be held responsible for the non-fulfillment or improper fulfillment of the obligations assumed by the Registered Users between them (non-payment, non-transfer of ownership, etc.). The Registered User undertakes from now on to indemnify and hold Vanilla Rocket harmless from any claim, including compensation, should be advanced against him as a result of the agreements entered into between Registered Users.

The User acknowledges and accepts that Vanilla Rocket will be required to register the transfer of the Bitmonds or of the Bitmonds Digital Art sold to the buyer only on the express order of the seller and upon payment by the seller of the commission due.

The User acknowledges and accepts that Vanilla Rocket cannot be held responsible for the veracity of the Users' identity, nor for the information they provide through the Platform.

The User accepts that in the event that Vanilla Rocket were to sell or cease the activity, close or modify the Site or the Platform, as well as their operating logic, even without notice, this cannot be held responsible towards him nor will it be bound to any indemnity, compensation or reimbursement of any Bitmonds, Bitmonds Digital Art or Artworks NFT in the name of the same.

Bitmonds, Bitmonds Digital Art or Artworks NFT are digital assets that also exist by virtue of the ownership

registration maintained in the Polygon 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 Polygon network.

The regulatory regime, especially Italian, governing blockchain, cryptocurrency and token (NFT) technologies is currently uncertain and new regulations or policies could negatively and materially influence the development of the Bitmonds ecosystem and therefore the potential utility or real value of the Bitmonds of the Bitmonds Digital Art or Artworks NFT themselves. Additionally, updates on the Polygon platform, a hard fork on the Polygon platform, or a change in the way transactions are confirmed on the Polygon 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.

Vanilla Rocket may assign the contract with the Registered User under the same conditions without the prior consent of the User.

We are not affiliated in any way with the Metamask project and we are not responsible under any circumstances for damages, omissions or errors resulting from proper or improper use of the program itself. For further details on the functioning of the Metamask program, please consult the official website of the project <https://metamask.io/>

In case of payment through the use of Cryptocurrency, the exchange rate applied will be indicated and periodically updated. The exchange rate indicated is processed directly by the Cryptocompare service, we are committed to ensuring that this data is reported correctly and applied correctly to the transaction, but we are not responsible for the accuracy based on the actual average of the exchange rates of the exchanges considered by the Cryptocompare service.

DEATH OF THE ACCOUNT HOLDER

In the event that you are missing, the contract entered into by you and, therefore, your Bitmonds will be sent to your legitimate or testamentary heirs (or to the legatee or executor you will have nominated), if necessary in communion between them, after identification.

To proceed with the transmission, the following documents must in any case be provided to us:

- death certificate
- copy of the deceased's identity document
- authentic copy of testamentary dispositions
- notarial deed of the family status
- notarial deed of appointment or designation of heir / s
- 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 transfer request and disclaimer (provided by Vanilla Rocket)
- (if there are multiple heirs) act of appointment of the heir administrator of the account in communion signed by each heir (provided by Vanilla Rocket)

Received the documents, we will open an investigation before proceeding to take over the contract and, therefore, in the account. If the law governing the succession is different from the Italian one, we may request other documents from your heirs.

If the law applicable to the succession is the Italian one, you will be able to have your account only through the will as it contains digital assets of patrimonial value. Contact us if you want to know how.

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, following mediation or arbitration proceedings. The applicable law and the competent jurisdiction is Italian, subject to the application of mandatory rules for your protection.