

## 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 described here. and the General Conditions of Service. 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.

### CAUTION

**Vanilla Rocket Srl DOES NOT sell material diamonds. All the Services provided through the Platform are aimed solely 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 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 to buy Bitmonds, as well as enjoying a shared advertising space for the presentation and sale of their Bitmonds to other Registered Users and register the transfer of ownership on the Polygon Blockchain;
- **Vanilla Rocket Srl:** 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, the Services and the Contents provided through them; the manager and / or owner of the IT infrastructure and not in support of the same; the owner of the "Bitmonds" brand; the Data Controller of personal data.
- **Bitmonds:** the collectible 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 to buy Bitmonds through the Site, the granting of advertising space on the Site for the presentation and sale of one's Bitmonds to other Registered Users, the registration of the transaction between the Registered User and Vanilla Rocket Srl, as well as between Registered Users, on Polygon Blockchain.
- **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).

## **USE OF THE SITE**

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

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 reserves the right to legally pursue any violation of the General Conditions of Service, the Conditions of Use of the Website and any other contractual document, as well as any abuse of the Platform, to protect its interests. Vanilla Rocket may also, without prior notice or need for authorization and at its sole discretion, suspend, inhibit access or impose restrictions on the User Profile, limit the visibility of its advertisements or delete them, should it deem it appropriate to protect its interests. or of other Registered Users, among others in the following cases: repeated and / or serious violations of these Terms of Use and / or Service, 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 due for the exchange of Bitmonds with another User, in the event of non-transfer of ownership of Bitmonds, in the event of non-cooperation in the resolution of a dispute with another Registered User, in the case of publication of diffusion of with Vanilla Rocket).

## **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 or 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 nor as a currency of exchange;
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 or use an account by automated means or under false or fraudulent claims;
17. not to exploit the purchase and sale of Bitmonds for profit on the exchange between FIAT currency and cryptocurrencies used for the service (so-called "arbitrage")

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.

We remind you that, even if you use social logins, your personal data must always be true, exact, updated and complete.

#### **CONDITIONS OF SALE 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. 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, as long as it is higher than the generation price!

With regard to Vanilla Rocket, the User is in any case required to comply with 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 information;
- not to abuse the messaging system;
- do not use the “gift” function improperly;
- carefully read the characteristics of the Bitmonds sold, the conditions and terms of sale;
- pay the price of the Bitmonds you purchased immediately;
- take action for the transfer of ownership of the Bitmonds as soon as payment is received from the buyer;
- not to carry out illegal activities;
- not to exploit the purchase and sale of Bitmonds for profit on the exchange between FIAT currency and cryptocurrencies used for the service (so-called "arbitrage")
- choose a payment method attributable to you only.

The User acknowledges and accepts that the use of the features dedicated to the sale or purchase promotion may result in the conclusion of a legally binding contract. Indeed,

- a) the sale promotion of a Bitmonds is equivalent to an offer to the public;
- 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 Bitmonds implies an obligation to transfer the Bitmonds itself and the payment of the related commissions.

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

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.

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

The first use of the section dedicated to promoting the sale of your Bitmonds will be subject to the strong identification procedure of your person (KYC procedure).

## **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 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.

Vanilla Rocket assumes no responsibility in relation to the trade between Registered Users. By accepting these conditions, the User waives any recourse against Vanilla Rocket for acts or omissions of third parties or other Registered Users, nor for any damages that he may suffer during or after the transactions or any other interaction. with such parts.

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.) within the Platform ( and, therefore, in violation of the Conditions of Use and General Service) or outside the same. 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 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 Polygon Blockchain.

Bitmonds are digital goods that also exist by virtue of the ownership registration maintained in the Polygon 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 Polygon or Ethereum Blockchain network.

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.

### **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](http://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.