



TERMS AND CONDITIONS

of use of the Site and the Products and Services of Bitcoin PosPAY

1. INTRODUCTION

- 1.1. Access and use of the products and services provided by the company Mediasoft Studios Srls through the Site <https://bitcoinpospay.com> ("Site" or "Bitcoin PosPAY") or the API - Programming Interface of an Application ("App"), are activities governed by these Terms and Conditions of Use ("TEC"). Access, use and any other interaction with this Site presuppose the reading, knowledge and acceptance of these TEC by the user.
- 1.2. The user acknowledges that the computer registration and confirmation with a click of acceptance of these TEC, the Anti-Money Laundering Policy, the Risk Disclosure and the Privacy Policy constitute proof of adherence to the services provided by Bitcoin PosPAY, also through his delegate or executor.
- 1.3. The Site, configured on the domain <https://bitcoinpospay.com>, any second level domains, accessible from the individual pages of the Site and the contents published therein, except as specified in art. 12, as well as any API (Application Programming Interface) for accessing certain contents of the Site or widgets with the data of the Site itself are owned by Mediasoft Studios Srls with registered office in Lastra a Signa (FI), Via di Stagno n. 18 / b, tax code and VAT number IT07047560482 with registration in the Florence Company Register under no. 07047560482 (the "Company" or "Mediasoft").
- 1.4. The use of the Site, including, by way of example, registering on the Site, opening an account, accessing the reserved area, sending material to the Site and the use of any of the services offered through the Site qualifies the user as a user of the Site and implies full and unreserved acceptance of these TECs.
- 1.5. These TEC, the Privacy Policy (<https://www.iubenda.com/privacy-policy/373206>) and the FAQ - <https://bitcoinpospay.com/faq> - constitute the "legal information" of the Site and the contractual regulation governing the relationship between the user and the Company. In the event of conflicting provisions between these TECs and any of the documents mentioned above, the provisions contained in the latter shall prevail.
- 1.6. For any request for assistance regarding the Site or the use of the services, the user can send an e-mail to info@bitcoinpospay.com. Before contacting the Company through the address indicated, the user is invited to check that among the FAQs, made available at <https://bitcoinpospay.com/faq> the answer to your question does not already exist.

- 1.7. Users undertake to inform the Company of unauthorized or non-compliant uses of the Site, even in violation of these TECs, by sending an email to info@bitcoinpospay.com , indicating the data that allow the identification of the content of the Unauthorized or non-compliant site, or of the person who has used the site in an unauthorized or non-compliant manner.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1. The contents of the Site, such as, by way of example, the platform, the formulas, the programming code, the source code, the images, the photographs, the sounds and the videos, the documents, the drawings, the figures, the logos and any other material, in any format, published on the Site, including menus, web pages, graphics, colors, schemes, tools, fonts and design, diagrams, layout, methods, processes, the functions and software that are part of the Site are protected by copyright and any other intellectual property right of Mediasoft Studios and other rights holders.
- 2.2. Reproduction, in whole or in part, in any form, of the Site and its contents, without the express written consent of Mediasoft Studios is prohibited.
- 2.3. Mediasoft Studios has the exclusive right to authorize or prohibit the direct or indirect, temporary or permanent reproduction, in any way or form, in whole or in part, of the Site and its contents.
- 2.4. The user undertakes to respect the copyright of those who publish the contents on the Site. Furthermore, the user, under no circumstances, is authorized to use, in any way and form, the contents of the Site and every single protected work. from copyright and any other intellectual property right. By way of example and not limited to, the user may not alter or, in any other way, modify the contents and protected works without the consent of Mediasoft Studios and, where necessary, of the individual authors of the works published on the Site.

3. OBJECT AND COST OF THE SERVICE

- 3.1. Bitcoin PosPAY mainly provides the activities of Service Provider relating to the use of virtual currency, through the provision to its users, registered on the Site, of functional services for the acceptance of payments made in cryptocurrency, specifically Bitcoin by the customers of the users themselves and relating to goods and / or services purchased from the latter.
- 3.2. Bitcoin PosPAY, as compensation for the services provided through the Site, will charge the user an annual subscription at the current list price and for the configuration of the chosen service, in addition to any commissions in the terms and in the manner indicated on the home page of the Site. , updated in real time.
- 3.3. Through the Site, Mediasoft Studios does not offer financial instruments or financial products, nor manage users' funds, nor does it provide investment services, payment services, or any other service or activity whose performance is reserved by the legislation in force in Italy to subjects authorized by the Supervisory Authority.

4. THE SERVICES OF THE SITE: CHARACTERISTICS AND LIMITS OF USE

- 4.1. The services of the Site are subject to Italian and European law, without prejudice to the provision of the hosting service or other services necessary for the use of the Site, provided by third parties, to which the conditions of use referring to these services apply. .
- 4.2. The user can use the Site exclusively for personal or business purposes connected in any case to the activity provided by Bitcoin PosPAY pursuant to art. 3 and within the limits specified in these TEC. If the user, through the use of the Site or through other behavior, voluntarily or involuntarily endangers the functionality of the Site, Mediasoft Studios will have the right to take all necessary measures to protect the Site and its systems.
- 4.3. The use of the services of the Site, by its very nature, is based on the need to carry out legal transactions, conclude contracts and purchase and sale transactions electronically. The user declares to be fully aware that acceptance by electronic means constitutes a valid and binding consent act. Any manifestations of consent or acknowledgment relating to notifications by Mediasoft Studios of cancellation, changes in policies and contracts, etc. are subject to the same regime.
- 4.4. The Site is reserved for use by natural persons of age pursuant to Italian law or non-natural persons (entities, companies, etc.) duly established, respectively resident or with registered office outside the excluded countries pursuant to what is specified below.
- 4.5. By accessing the Site and opening an account, also through subjects delegated by him, the user declares and guarantees: (i) to accept these TECs, (ii) to be at least 18 years old, (iii) to be in full capacity to accept these TECs, (iv) to use the Site to accept transactions made by its customers with Bitcoin, (v) to have read and accepted the privacy policy (<https://www.iubenda.com/privacy-policy/373206>) and to be subject to the anti-money laundering regulations imposed on those who register on the Site, as well as (vi) to be a resident natural person or legal representative of a non-natural person with registered office in Italy or in any case in a country not subject to exclusion from the offer of the Site's services, as indicated below.
- 4.6. The Site, the Bitcoin PosPAY service and its use are offered and can be used by natural or non-natural persons who have their residence or registered office within the countries participating in the Single Euro Payments Area (Single Euro Payment Area - SEPA). The Customer declares to know and accept that in the event of false declarations or in any case of conduct in violation of the aforementioned limits of use of the Site and the Bitcoin PosPAY services, he suspends the services provided, with relative blocking of all operations, providing for reporting to the competent authorities.
- 4.7. The user, upon registering on the Site, where he deems it appropriate, for mere promotional purposes, can grant Mediasoft Studios the possibility of using the name, the brand and the publication of any other information relating to his activity on the platform. of Bitcoin PosPAY itself and its partners, identified from time to time.

4.8. The user of the Site is not allowed:

- 4.8.1. Use the Site in a way that causes or may cause damage to the Site itself or may compromise its performance, availability or accessibility;
 - 4.8.2. Use the Site in an unlawful, unlawful, fraudulent or harmful manner or in connection with any purpose or activity that is unlawful, illegal or fraudulent;
 - 4.8.3. Use the Site to copy, store, host, transmit, send, use, publish or distribute any material consisting of (or related to) spyware, computer viruses, trojan horses, worms, keystroke loggers, rootkits or any other harmful software;
 - 4.8.4. Conduct any systematic or automated data collection activity (including, among others, scraping, extraction and collection of data) on or in relation to the Site without the explicit written consent of Mediasoft Studios, except for collection operations required by the use of API;
 - 4.8.5. Circumvent, circumvent, or attempt to circumvent any restrictions on access to the Site;
 - 4.8.6. Alter, modify or distribute to third parties any material on the Site;
 - 4.8.7. Use the services of the Site for the sale of narcotics, weapons, child pornography products or other goods or services that involve the commission of a criminal offense or still violate copyrights or any other product / service considered illicit / illegal or not compliant with the morality.
- 4.9. Mediasoft Studios reserves the right to restrict access to certain areas or the entire Site at its discretion. Furthermore, Mediasoft Studios reserves the right, at any time to modify the procedures and functioning of the Site, to introduce new methods of use, new conditions of use and additional obligations relating to the use of the services. These changes will be communicated to the e-mail address or through the user account and may also involve a change to the TEC, pursuant to art. 13.

5. REGISTRATION TO THE SITE

- 5.1. In order to use the service provided by Bitcoin PosPAY it is necessary for the user to register an account on the Site, by filling in and sending the registration form on the Site. To access the Site and the service that allows the acceptance of payments made through the use of Bitcoin, the user is also required to complete the verification process described in article 7.
- 5.2. The user guarantees that all information provided to Mediasoft Studios through the Site, or in relation to it, is true, accurate, updated and complete, assuming the consequent civil and / or criminal liability, should it be ascertained that the information provided was incorrect or - even - false.
- 5.3. Mediasoft Studios reserves the right to ask the user, at any time and at its sole discretion, for further information to allow the correct operation and provision of services.
- 5.4. By registering on the Site, the user agrees that all Bitcoin PosPAY communications are sent to him by e-mail, messaging services to the references entered during registration (e-mail, tel, etc.) or through specific alerts and dedicated.
- 5.5. You agree not to use any account other than your own, or to access the account of others, or to assist others in obtaining unauthorized access.

- 5.6. The user undertakes not to allow third parties, only duly delegated and authorized by Mediasoft Studios, to use their account to access the Site.
- 5.7. The creation or misuse of accounts by a user will result in the immediate suspension and subsequent closure of all accounts linked to him, as well as the closure of any purchase or sale orders that may still be in progress.

6. USE OF THE SITE SERVICES

- 6.1. The use of the Site services requires the use of compatible devices owned by the user (the "Device" or, in the plural, the "Devices") and access to an Internet connection.
- 6.2. In order to be able to accept payments from its customers in Bitcoin, Bitcoin PosPAY assigns the registered user a URL and its own page which the user accesses by typing his password. The user, by connecting to the aforementioned URL through the Device, accesses a payment screen, in which he is required to enter the amount to be paid in euros and the references of the desired tax document. Such data, where the purchase was made online, can be automatically generated by the system according to the user's needs. The User's customer can proceed with the transfer of Bitcoins according to the procedures defined by their supplier of the wallet containing the Bitcoins themselves. More information on how Bitcoin is transferred by users' customers can be found on the dedicated page of the Site at the following address <https://bitcoinpospay.com/processor>. To confirm the transfer, the user will receive an e-mail.
- 6.3. The user accepts, as of now, that the service provided by Bitcoin PosPAY does not allow the same to get hold of the Bitcoins. Bitcoin PosPAY in fact, at the time of Bitcoin transfer, makes use of third party suppliers, to change this currency into euros. At the same time, Bitcoin PosPAY transfers the amount converted from Bitcoin to euro on the current account indicated by the user when registering on the Site. For the performance of this activity, Mediasoft Studios makes use of third parties authorized to provide banking services or of payment, subject to supervision by the sector authority.
- 6.4. The user is required to issue and keep legal and fiscal documentation, and any other type of proof, useful for giving evidence of the offer of goods and services to end customers. This documentation may be requested by Mediasoft Studios and the user undertakes to provide it in a timely manner suited to the provision of the Site's services.
- 6.5. Bitcoin PosPAY imposes limits on the user with reference to Bitcoin transfers: 999.99 Euros per day and 5000.00 Euros per month. The user can request to change the aforementioned limits by accessing the "support" section of the Site or by e-mail or telephone. Bitcoin PosPAY independently evaluates each request and reserves the right to confirm the current limits.
- 6.6. On his own dedicated page of the Site, the user can view information relating to payments received, operating limits and other general information. However, the Site is not to be considered a virtual wallet or account.
- 6.7. The user is solely responsible for the use of all elements and services of the Site. Mediasoft Studios, in particular, is not responsible for the origin of the virtual

currencies transferred through the Site.

7. ANTI-MONEY LAUNDERING OBLIGATIONS

- 7.1. When registering on the Site, the user is required to provide all the necessary information and / or documents that Mediasoft Studios itself deems, in its sole discretion, suitable for maintaining compliance with any law, regulation and internal policy.
- 7.2. During the process of verifying an account, the user must provide all the documents that will be requested. In particular, by registering an account on the Site, the user agrees to provide Mediasoft Studios, or another person delegated to carry out the anti-money laundering obligations prescribed by law on behalf of Mediasoft Studios, with updated, accurate and complete information as required by the registration process, as well as to keep such information up-to-date.
- 7.3. In case of anomalous or not completely transparent operation of the user's account, Mediasoft Studios may ask the user for further information, including by way of example and not limited to the authentication of documents, and may also freeze transfers pending carry out the appropriate account checks.
- 7.4. Bitcoin PosPAY reserves the right to block, suspend and close the accounts of users for whom due diligence has not been carried out, despite every useful effort of Bitcoin PosPAY aimed at contacting the user and soliciting the completion of the due diligence process. .
- 7.5. Documents, data, photos and other informative material collected during the registration and verification procedures of an account are subject to the conservation obligation to which Mediasoft Studios is required by virtue of the anti-money laundering regulations also using the services offered by a third party supplier. .
- 7.6. Bitcoin PosPAY applies regular checks on user accounts also through the request to provide information on the origin of the Bitcoins transferred. Furthermore, Bitcoin PosPAY reserves the right to block or freeze the account of any user, at its discretion and without notice, in the event of suspected illicit origin of the transferred Bitcoins or other availabilities.

8. ACCOUNT SECURITY

- 8.1. The User must keep the password to access the Site confidential and take all reasonable and appropriate measures to secure: (i) any device associated with the registration e-mail address of his account, (ii) any private keys and (iii) username, password and any other login or identification credentials relating to your account on the Site.
- 8.2. The user is responsible for maintaining the confidentiality of the information in his account, in particular with reference to the password, having to work with the utmost diligence possible to safeguard his account, activating all the security procedures available on the Site. user is responsible for any harmful consequence or prejudice that may arise against Bitcoin PosPAY or third parties as a result of incorrect use, loss, theft of such information.

- 8.3. The user undertakes to immediately inform Bitcoin PosPAY in writing to the following e-mail address info@bitcoinpospay.com , if he becomes aware of an unauthorized use of his account or if he becomes aware of any disclosure of his password or other information that could lead to misuse of your account. The user is also obliged to immediately notify Bitcoin PosPAY in writing of any other breach of security.
- 8.4. You are responsible for any activity resulting from any error or negligence in keeping your password and other personal information related to your account confidential. You will be held responsible for any loss or damage resulting from any errors or negligence.
- 8.5. If the user violates even one of the previous provisions, Bitcoin PosPAY may proceed with the suspension and subsequent closure of the account, as well as the user will be held responsible for the losses suffered by Bitcoin PosPAY or by any other user of the Site.

9. CLOSING, SUSPENSION AND BLOCKING OF AN ACCOUNT

- 9.1. Without prejudice to what is specified in other articles of these TECs, Bitcoin PosPAY, at any time, at its discretion, without notice or explanation, including, without limitation, in the event of attempts to obtain unauthorized access to the Site, for other reasons of security or for violations of the TEC and, in particular of the art. 4 "The services of the Site: characteristics and limits of use, or other document referred to therein, can:
 - 9.1.1. suspend, limit, terminate or terminate a user's account or the services to which they have access;
 - 9.1.2. freeze an account, block the use of the deposits present therein and of the Site's functions, also on the recommendation of the judicial authority or the financial administration;
 - 9.1.3. proceed to the definitive closure of the account;
 - 9.1.4. prohibit access to the Site and / or to a user account;
 - 9.1.5. take any technical measure or legal action to inhibit the user held responsible for violations from further use of the Site and services.

10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1. When accessing the Site, Bitcoin PosPAY (or Google Analytics on behalf of Bitcoin PosPAY) can insert data files called cookies on the computer or other device used for access (so-called technical cookies). Bitcoin PosPAY uses these technologies to recognize users as occasional users or registered users, to personalize the Site and advertising, measure promotional effectiveness and collect information on the computer or other access devices, to reduce risks, help prevent fraud and promoting trust and security.
- 10.2. The user is invited to carefully read the privacy policy (<https://www.iubenda.com/privacy-policy/373206>) which also applies if the user accesses or registers on the Site and does not use the related services. The privacy

policy specifies how Bitcoin PosPAY collects and uses personal data and for what purposes.

11. LIABILITY AND WARRANTIES

- 11.1. Bitcoin PosPAY makes no representations or warranties in relation to the "legal information" on the Site.
- 11.2. The Site is equipped with appropriate security measures based on current standards.
- 11.3. Mediasoft Studios (and / or its members, and / or banking and financial partners, and / or employees and / or collaborators) cannot be held responsible for loss or damage to users' computers while using the Site, or for the incorrect or inappropriate use of the Site by third parties, or due to the hosting service provider. Mediasoft Studios cannot be held responsible for any damage, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss, or any other loss due to negligence or willful misconduct or misuse of the Site. by the user. The risks deriving from the use of the Site services are the sole responsibility of the user.
- 11.4. Mediasoft Studios declines all responsibility for any damage resulting from inaccessibility to the services on the Site or from any damage caused by viruses, damaged files, errors, omissions, service interruptions, deletion of contents, problems connected to the network, providers or telephone connections. and / or telematics, to unauthorized access, to alteration of data, to the failure and / or faulty functioning of the user's electronic equipment.
- 11.5. Mediasoft Studios is not responsible for delays or failures in the process of transferring funds by the banking system, or in the verification of transactions by the networks underlying each virtual currency.
- 11.6. Mediasoft Studios cannot be held responsible if, due to force majeure, it temporarily suspends deposits or credits.
- 11.7. These TECs do not exclude or limit liability for fraud, breach of TECs, or any other liability that cannot be limited or excluded by law.

12. NETWORK SERVICES PROVIDED BY THIRD PARTIES

- 12.1. The presence of a link to other sites, or the use of services or applications provided by third parties, including the hosting service, does not in any case imply the existence of relations between Bitcoin PosPAY and the owner of the site or portal from which o to which the connection is made, or thanks to which the use of the Site is determined.
- 12.2. Bitcoin PosPAY is not responsible for the contents or services made available to the public on the Site through the hyperlink, or through the use of applications provided by third parties. Furthermore, Bitcoin PosPAY assumes no responsibility for damages or losses deriving from the content, information, opinions, products and services offered on other sites accessible via links on the Site.

- 12.3. Bitcoin PosPAY is not responsible for the use of said third party services, links or applications by its users and for any release of confidential information by the same.
- 12.4. Bitcoin PosPAY has the right to revoke, at any time and without notice, any link to other sites and / or accessibility to third-party applications through its Site.
- 12.5. The links and contents of the Site are attributable to Bitcoin PosPAY only with exclusive reference to the contents directly managed by Bitcoin PosPAY itself, specified in these TECs, since the latter is not able to manage the information connected to third-party sites and / or applications, or entitled to represent the acceptance of other information or services offered on a linked site. The User is therefore invited to pay attention when connecting to third party websites, through the links on the Site and is invited to carefully read their terms of use and privacy regulations.

13. MODIFICATION OF THE TEC AND THE DOCUMENTATION REFERRED TO THEREIN

- 13.1. Mediasoft Studios reserves the right to modify or integrate all or part of these TECs, the commissions and the documentation referred to therein, at any time and at its complete and exclusive discretion. The new TECs are binding as soon as they are published on the Site, in the dedicated section.
- 13.2. The user will be notified of any changes in advance through his / her account or by e-mail and is invited to accept them. Following such notification, it is your responsibility to review the amended terms of the conditions.
- 13.3. In case of refusal or delay in accepting the changes, Bitcoin PosPAY will have the right to close, suspend or block the user's account pursuant to art. 9. The user accepts and acknowledges as of now that Bitcoin PosPAY cannot in any way be held responsible towards the same and / or third parties for the suspension or termination of the Site services due to the customer's non-acceptance of the changes. The use of the Site after the publication of a change notice implies in any case the acceptance of the changes by the user and that all subsequent operations carried out by the latter are subject to the new contractual terms.

14. SETTLEMENT OF DISPUTES

- 14.1. Users residing in a State of the SEPA area, for all disputes or claims arising out of or in connection with these TECs, including disputes relating to their validity, violation, resolution or nullity, and for any dispute or claim arising from or in connection with the use of the Site, they can benefit from the forms of online dispute resolution through the use of the ODR platform, provided by the European Commission, which will allow, within 30 days, with the agreement of Bitcoin PosPAY, to identify the out-of-court resolution body competent for Italy, as well as to take advantage of the procedure made available by the aforementioned body directly through the platform in question available in all EU languages.
- 14.2. Before accessing the out-of-court dispute resolution procedure referred to in the previous paragraph, the user undertakes to submit a complaint directly to Bitcoin PosPAY via e-mail at info@bitcoinpospay.com. Bitcoin PosPAY reserves the right to respond within 60 days from the date of receipt of the complaint by the user.

GLOSSARY

API: the application programming interface (API) indicates a set of procedures (generally grouped by specific tools) suitable for carrying out a given task; often this term designates the software libraries of a programming language;

Bitcoin (BTC or XBT code): is a cryptocurrency and a worldwide payment system created in 2009;

Cryptocurrency: A cryptocurrency (or cryptocurrency or cryptocurrency) is a decentralized and digital currency whose implementation is based on the principles of cryptography to validate transactions and the generation of the coin itself;

Device: has the meaning of art. 6;

Provision of services relating to the use of virtual currency: any natural or legal person who provides to third parties, on a professional basis, services functional to the use, exchange, storage of virtual currency and their conversion from or into legal tender currencies ;

Site: <https://bitcoinpospay.com>

TEC: terms and conditions of use of the Site;

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URL: The term Uniform Resource Locator (URL), in telecommunications and information technology terminology, is a sequence of characters that uniquely identifies the address of a resource on the Internet, typically present on a host server, such as a document, an image, a video, making it accessible to a client.

Wallet: A Bitcoin wallet is software that works by interacting with the Bitcoin network. The wallet contains the private keys that allow you to use the bitcoins allocated in the blockchain. Each Bitcoin wallet can show the total balance of all the bitcoins it controls and allows you to pay precise figures by directing them to another wallet.