

TERMS OF USE

I. THE PURPOSE

The purpose of Bitalium is bringing together entrepreneurs in order to provide them with opportunity to find business partners, exchange know-how, and participate in the profits of Bitalium regardless of the services or products purchased.

II. DEFINITIONS

Bitalium – is an internet platform which purpose has been established in point I of the Terms of Use and which rules have been described in its subsequent sections.

Bitalium Company, which is the owner of the Bitalium platform and its administrator. Bitalium as a service provider supplies Users within the Bitalium platform with services in the scope described in point III of the Terms of Use.

Forum – is a part of the Bitalium platform that serves, in particular, sharing know-how and other information between the Users. Its intended use and method of use are described in point IX of the Terms of Use.

Earning model – is an additional, facultative function of the Bitalium platform, the operations of which is described in point IX of the Terms of Use.

Agreement – is an agreement for the provision of services under the Bitalium platform, which the User as a service recipient concludes with the Bitalium company as a service provider by accepting these regulations. The terms of this Agreement set out the rules for using the Bitalium platform described in the Terms of Use, The agreement is concluded by the parties as part of their business activities.

User – is an entity that is an entrepreneur within the meaning of the regulations of the country in which the User has headquarters, which uses the Bitalium platform within the terms described in the Terms of Use.

Standard User – is a User with the right to use the Bitalium platform within the terms described in point VI of the Terms of Use.

Premium User – is a User with the right to use the Bitalium platform within the terms described in point VII of the Terms of Use.

Unilevel Structure – is a structure created by registered Premium Users, which mode of operation is determined by the marketing plan.

Binary Structure – is a structure created by registered Premium Users, which mode of operation is determined by the marketing plan.

Team Bonus, Direct Bonus, Market Bonus – are funds or other profits that Premium Users receive on term defined in the Terms of Use and the marketing plan.

Training materials – are the educational materials made available to Standard Users in standard version of training materials and to Premium Users in the Premium and standard versions of training materials.

Financial wallet – is an electronic recording of funds in the USD currency, which the User may utilize in manner described in the Terms of Use and the marketing plan.

Distribution partner – is the name of a Premium User who has acquired another Premium User for the Bitalium platform. Usage of this name by a Premium User does not imply that a different agreement has been concluded between Bitalium Company and the Premium User than the one described in the Terms of Use.

Leader – is the name of Premium User used in dealing with Premium Users they have acquired. Usage of this name by a Premium User does not imply that a different agreement has been concluded between Bitalium Company and the Premium User than the one described in the Terms of Use.

III. SCOPE OF PROVIDED SERVICES

1. Bitalium allows Users to use training materials and the Forum on the principles set out in the Terms of Use. The User does not bear the costs associated with the use of the Forum and the training materials in the standard version.
2. Bitalium enables Users to use services and products available on the User's account under conditions described in the marketing plan.

IV. CONDITIONS OF PLATFORM'S USE

1. Condition of using the Bitalium platform is possessing a status of an entrepreneur in accordance with the regulations of the User's country of origin. By accepting the Terms of Use, the User declares that he is an entrepreneur within the meaning of the provisions of his country of origin, has full legal capacity and concludes the agreement as part of his business activity.
2. User may confirm the entrepreneur's status by entering the tax identification number, provided that the User's country of origin requires its possession.

3. User declares that he understands and accepts that the Agreement is concluded in the form of B2B and thus the provisions on consumer protection, including the right to withdraw from the agreement, do not apply.
4. User declares that:
 - a) he has read the Terms of Use and unconditionally accepts its content;
 - b) he has familiarised himself with the scope of services provided by the Bitalium Company;
 - c) he has familiarised himself with the marketing plan;
 - d) he is aware that there is no obligation to invite new members to the Bitalium platform;
 - e) he has familiarised himself with the terms and method of disbursement of funds;
 - f) he is aware that the primary function of the Bitalium platform is to provide training services and enabling Users to acquire business partners and exchange know-how;
 - g) he is aware that participation in the Bitalium platform does not guarantee profits and involves investment risk.
5. Each User undertakes to use the Bitalium platform in accordance with its purpose, applicable laws and regulations, as well as social and moral norms.
6. Each user is obliged to protect their personal passwords and logins from access by third parties.
7. The Bitalium Company does not allow responding to press inquiries regarding the company's operations, including in particular the marketing plan and services and products. The User undertakes to forward all press inquiries to Bitalium by e-mail. In particularly justified cases, the Bitalium Company may agree to respond to a press inquiry to Users who possess a Market bonus.
8. The User is prohibited from sharing the account with other Users, transferring rights to the account, and any other forms of sharing a part of or all of the account. Users are allowed to possess only one account on the Bitalium platform.
9. In a situation where the User signs up directly via the Bitalium platform, bypassing the structure of other Users, the system randomly assigns him to one of the existing structures of the already registered Premium Users, subject to the rights resulting from the Market bonus. The assignment cannot be changed manually.

1. Any violation of the Terms of Use by the User may be punished by an e-mail rebuke. In the event of repeated violations or gross violation of the Terms of Use, Bitalium may temporarily block the User's access to his account or terminate the Agreement in the manner described in point XXI of the Terms of Use.

V. REGISTRATION

1. The registration of Users is online only and requires providing of the following data:

- a) name, surname / designation;
- b) e-mail
- c) password;
- d) User's country of origin;
- e) tax identification number (mandatory only if the User possesses one).

2. During the registration process the User confirms that:

- a) he has read the Terms of Use, prize regulations and forum regulations, and unconditionally accepts all the provisions expressed therein;
- b) agrees to the processing of his personal data and to receiving commercial information by electronic means;
- c) he has familiarised himself with the conditions of participation in Bitalium, including the market plan;
- d) he accepts that there is no obligation to invite new members;
- e) he is aware that the Bitalium Company does not guarantee profits and there is risk involved with the purchase of Bitalium products and services.

1. Bitalium Company will send an activation link to the e-mail address provided by the User within 48 hours. Confirmation of registration with an activation link is a necessary condition for registering a User.

1. At the moment of activation of the account, the User obtains the status of a Standard User.

2. At the moment of effective registration the agreement for the provision of electronic services is concluded between the User and Bitalium Company.

VI. STANDARD USER

1. Standard User is given the possibility of personalising an account by creating a character using the dedicated wizard provided on Bitalium.

2. Standard User is given the right to use the forum located in the tabs of the platform and to use the standard version of training materials.

3. Standard User has the option of making a profit by acquiring commercial contacts on the Bitalium Company forum.

VII. PREMIUM USER

1. Standard User has the option of purchasing the products and services of the Bitalium Company under the terms set out in the marketing plan.

2. Standard User acquires the status of the Premium User at the moment of purchasing Bitalium Company products and services.

1. Premium User has the rights of a Standard User, additionally receiving the right to use the premium version of training materials and participation in the profits of the Bitalium Company under the conditions set out in the marketing plan.

VIII. ADMINISTRATION PANEL

1. Standard User uses the administration panel in the standard version, which allows him to make a profit in the manner specified in the marketing plan, access to the forum and the standard version of training materials.

2. Premium User panel is identical to the Standard User panel, however Premium User also possesses an insight into his turnover, bonuses and commissions, as well as the percentage rate determining the amount of profit generated. Premium User has access to the forum and the standard and premium versions of training materials through the administration panel.

IX. FORUM

1. Forum serves to exchange information on business activities conducted by Standard Users and Premium Users, as well as sharing know-how. Users can acquire business partners within the forum in the scope of their business activity so far, subject to point IX item 2 and 3.

2. Users may not, without the consent of Bitalium Company, acquire within the Forum commercial partners to participate in competitive earning programs, especially if those are services or products similar to those offered by the Bitalium Company. In particular, Users may not offer participation in those to the people who are already Standard and Premium Bitalium Users. Users can acquire business partners to participate in programs not related to the activities of the Bitalium Company, which are not at the same time competitive towards the Bitalium Company. This reservation also applies when promoting services and products and acquiring business partners outside the Forum. The User should always contact the Bitalium Company by e-mail in order to obtain information whether the offered products or services are competitive towards the products

and services offered within Bitalium. Bitalium, in principle, will agree to participation in other gainful programs, unless it is contrary to its interests.

3. In the event of a breach of the provision contained in point IX item 2 of the Terms of Use by the User, the Bitalium Company calls the User who has committed a violation to cease the violation within 24 hours and submit a statement on the Forum in the form indicated in the call. In the event of a failure to comply with the call, Bitalium Company shall have the right to delete the User's account from the platform within 24 hours. This reservation also applies when promoting services outside the forum.

1. Detailed rules of the Forum operation are set out in the Forum Regulations.

X. MARKETING PLAN, PRODUCTS AND SERVICES

1. The marketing plan is an integral part of the Terms of Use. The marketing plan specifies the means of making a profit, the type of services and products offered by Bitalium Company, as well as the method of use of these products and services.

2. User is entitled to purchase the service or product short term, medium term, long term and extra long term. The marketing plan specifies the rules of purchasing and using products. Purchase of a service or product is voluntary. By purchasing products or services, the Premium User participates in the profits of the Bitalium Company.

3. Purchase of a product or service is visible on the Premium User's administrative panel each time. In conjunction with the acquisition of digital content and the fulfillment of the service, the Premium User is not able to withdraw from the contract regarding purchased products and services. Sale of a product or a service is effective once the product or service has been loaded onto the User's account.

4. Purchase of a service or product obliges the Premium User to actively participate in forum discussions by providing information on platform activity in the version for Premium Users to the Standard Users.

5. Bitalium Company reserves the right to publish opinions or reviews about other entities on the Forum in order to promote their services.

6. Bitalium Company reserves the right to suspend the calculation of profit and bonuses, as well as the possibility of withdrawals for a maximum period of 6 months when the market value of cryptocurrency falls below half of the highest value recorded in the last 6 months on the Binance exchange.

1. Services or products are of temporary character. After the end of the service or after the product has expired, the User may purchase a new service or

product in its place. This does not exclude the possibility for the User to possess several services or products at the same time.

XI. EARNING MODEL

1. Bitalium is aimed at enabling all Users to exchange information on their business activity hitherto, acquiring commercial partners as part of their business activity hitherto, and to exchange know-how. The earning model is an additional function and partaking in it is not a condition for using Bitalium. However, User can develop his business by using the earning model. Bitalium Company does not guarantee profits from its operations. Bitalium Company obtains profits from cryptocurrency trading, sale of advertising spots on the Forum to advertisers acquired by Bitalium Company or Users, i.a. through forum and other commercial transactions.

1. The condition for the payment of profit to Users is for Bitalium Company to generate profits. The User agrees to and accepts the risk associated with the products and services purchased. The User agrees to and accepts that cryptocurrencies may lose their value or the revenue from advertisers may not be received.

XII. CALCULATION OF PROFIT

1. Profit is calculated once a day from Monday to Sunday in the amount determined at the time of calculation – according to the interest rate based on the profits obtained by Bitalium Company due to its operations.

2. Profits are calculated provided that Premium User has an active product or service.

3. A detailed means of calculating profit is in the marketing plan.

XIII. MODEL OF ACTIVITY

1. User has the opportunity to develop his business based on the Multi Level Marketing system. User declares and is aware that:

a) inviting new Users is not necessary, and earning profit is also possible without purchasing Bitalium Company products and services;

b) Premium User does not pay his funds to Bitalium Company, but purchases services and products that he chooses freely and without any coercion;

c) he has familiarised himself with the value of products and services offered and confirms that they are of appropriate market value;

d) along with the purchase of products or services, the Premium User is entitled to a share in the profits of the Bitalium Company;

e) the Forum and standard version of the training materials are available for free on the Standard and Premium Users account;

f) the earning model is intended only for entrepreneurs, and therefore the User is aware that in this case the provisions on consumer protection, including the right to withdraw from the contract, do not apply;

g) in case of logging into the Bitalium platform by a User who has declared untruth and has the status of a consumer, the provisions on withdrawal from the contract are excluded.

XIV. SALES STRUCTURE

1. Premium User may acquire other Users in order for them to purchase products and services of the Bitalium Company. For maintaining the sales structure defined in such a way and patronage over Users acquired, Premium User receives bonuses described in detail in the Terms of Use and the marketing plan.

2. Acquiring new Users is not mandatory for making a profit and using the Bitalium platform. Acquiring new Users is aimed at increasing the audience of Bitalium platform and business structure. New Premium User acquired by an existing Premium User of the platform is assigned to the sales structure of the acquiring User. The detailed method of assigning Users is determined by the marketing plan.

3. Premium User, upon acquiring the first new User, becomes the distribution partner of Bitalium Company, and a Leader in relation to the acquired Premium User.

4. Premium User may obtain a commercial presentation or promotional materials for distribution purposes. Premium User has the right to use the company designation and logo of Bitalium Company, photos, prints and other information protected for the benefit of Bitalium Company.

5. Premium User, including one being a Distribution Partner and a Leader at the same time, is obliged to respect the conditions of participation in Bitalium, present the products and services of Bitalium Company in accordance with the applicable marketing plan and the Terms of Use – in a reliable and honest manner, following the principles of integrity in contacts with potential new Bitalium Users, not using unfair sales practices, in particular aimed at ensuring the achievement of profit independently from the profit obtained by the Bitalium, informing each User about the purpose of Bitalium, which is to associate entrepreneurs, and about the risk associated with the purchase of Bitalium Company's products and services. User has no right to assure other Users that the profit is certain.

XV. USER ACTIVITIES

1. Activity of all Users, regardless of their status (Standard User, Premium User, including Distribution Partner) is carried out on their own account. Users may not act on behalf or on account of Bitalium Company. Users are not in an employment relationship with Bitalium Company, nor in any other legal relations, except for conclusion of a contract for the provision of electronic services at a distance, unless the parties have agreed otherwise in a separate contract. Users may not take actions directly or indirectly contrary to the Terms of Use and the terms of cooperation within Bitalium.

1. User's activities are subject to generally applicable regulations on the subject. Bitalium Company is not liable to Users or third parties for any omissions or actions of Users that result in failure to comply or breach of applicable law. Bitalium Company does not provide Users with any advisory services. It is the responsibility of each User to satisfy all obligations arising from tax regulations, as well as to settle accounts with the relevant tax authority on their own.

XVI. TEAM BONUS, DIRECT BONUS, MARKET BONUS

1. Bitalium Company grants Premium Users bonuses on terms set out in the Terms of Use and the marketing plan. Bonuses are granted automatically, once Premium User has met the conditions of receipt, and it is not necessary for User to submit an additional application.

2. Premium User may receive a team bonus paid directly to his financial wallet, dependent on the funds allocated for the purchase of products or services of the Bitalium Company by Premium User and the funds allocated for the purchase of products or services of Bitalium Company by other Premium Users in his binary structure. The detailed method of calculating bonuses and their payment date is specified in the marketing plan.

3. Premium User may receive a direct bonus paid directly to his financial wallet, dependent on the funds allocated for the purchase of the products or services of Bitalium Company by other Premium Users in his unilever structure. Value of the bonus is also dependent on the level of the structure of Premium User who purchased the products or services. The detailed method of calculating bonuses and their payment is specified in the marketing plan.

4. Premium User may receive a Market bonus, that does not constitute funds transferred to his financial wallet. Market bonus depends on possession of the largest number of directly registered users in Bitalium in the previous billing month. Market bonus addend value is the assignment to the leader of all users registered directly via the Bitalium platform from his country of origin in the period in which he holds the position of the

leader of the country – in order to enable him to establish business contacts. A detailed description of Market bonus is in the marketing plan.

5. Team bonus, direct bonus and Market bonus can be combined.

XVII. AWARDS

1. Bitalium Company awards Premium Users after obtaining an appropriate number of points dependent on the type of purchased products and services and their quantity. The detailed way of awarding points is determined by the marketing plan.

2. Premium User after obtaining:

a) 25.000 points receives smartphone Iphone 11 Pro max;

b) 100.000 points receives a trip to an exotic destination and a personalised Landing Page. Landing Page should be understood as the User's personal promotional website aimed at promoting his business activities or his person;

c) 500.000 points receives a Rolex Datejust 36 watch and acquires a right to participate in the Office Program. The Office Program should be understood as the transfer of funds by Bitalium Company to cover the cost of renting an Office for a period of six months, however no more than an equivalent of USD 1000 per month and providing the User with Office supplies with the Bitalium Company logo. Bitalium Company's participation period in the rental costs may be extended depending on individual arrangements with the User;

d) 2.000.000 points acquires the right to participate in the Unique Car Fund and becomes the ambassador of Bitalium brand. Unique Car Fund should be understood as the transfer of funds by Bitalium Company for purchase of a car, however no more than the equivalent of USD 40.000,00. The ambassador program should be understood as a B2B agreement concluded between Bitalium Company and User with a fixed monthly remuneration for services rendered;

d) 8.000.000 points acquires the right to participate in the Premium Car Fund and in the Shareholding Program. The Premium Car Fund should be understood as the transfer of funds by Bitalium Company for a purchase of a car, however no more than the equivalent of USD 170.000,00. The Shareholding Program should be understood as the transfer of funds by Bitalium Company for purchase of shares in the newly created cryptocurrency exchange of Bitalium Company;

e)15.000.0000 points receives funds for the purchase of a real estate located on Bali, however no more that the equivalent of USD 500.000,00 and sales transaction suport.

3. A detailed description of the awards and the manner of implementing the program will be specified in the Awards Regulations.

4. Bitalium Company reserves the right to change the award once the User has reached the required number of points for an award of similar value.

5. User is entitled to resignation from the award with the possibility of obtaining 70% of the funds representing its value.

6. User is obliged to cover any public and legal liabilities arising from the receival of the award.

XVIII. NON-COMPETITION CLAUSE

1. Premium Users are entitled to participation in ther profit programs competitive towards Bitalium only with the explicit consent of Bitalium sent via an email in response to a Premium User request.

2. Premium Users may not offer Standard Users and other Premium Users participation in other profit programs via the Forum or any other channel, unless Bitalium explicitly consents. Consent is expressed via email in response to a Premium User request.

1. In the event of a breach of the non-competition clause described in point XVIII by the User, Bitalium Company calls on the Premium User to cease violations and submit a statement with specified content within 24 hours. If the User fails to comply with the request within 24 hours, Bitalium Company is entitled to remove Premium User account from the Bitalium platform and demand compensation and contractual penalties on the terms described below from the User.

1. Bitalium Company, in principle, consents by an e-mail to User's participation in other commercial programs, unless it infringes its property interests. However, consent is required in each case. User who logs in to Bitalium for the first time and uses other profit programs similar to Bitalium should submit a request for consent before purchasing products or services.

XIX. PRODUCT DELIVERY COSTS

1. Costs of delivery of products and awards, if any, shall be borne by User, unless the parties agree otherwise.

XX. WITHDRAWALS

1. Withdrawals are realised in cryptocurrencies only. In order to make a withdrawal, Standard User and Premium User, after logging into the administrative panel in the „Wallet” tab, enters the address of their financial wallet and the value of the withdrawal in USD.
2. Time of realisation of the withdrawal is up to 48 hours on principle.
3. Minimum value of a singular withdrawal is USD 50.
4. In the event of termination of the agreement by User or Bitalium Company, User is entitled to withdraw only the state of the financial wallet as it is at the date of submission of the statement on termination of the agreement. User is not entitled to withdrawal of the funds that would have been accrued had he continued using the service or product.
5. User may transfer the accumulated funds to the account of another User.

XXI. TERMINATION

1. The agreement is concluded for an indefinite period.
2. User may terminate the contract by sending an e-mail to the e-mail address of Bitalium Company, while demanding the deletion of his personal data with a two-week notice period counted from the day following the successful submission of the notice of termination.
3. Bitalium Company is entitled to preserving the User’s data necessary for his identification.
4. The agreement expires upon death or liquidation of the User. User’s heirs and legal successors may, on the basis of general provisions of the User’s country of origin, acquire the right to an account within User’s enterprise.
5. Bitalium Company may terminate the agreement due to important reasons in immediate mode, particularly when:
 - a) User, despite a request to cease the violation of the non-competition clause, did not comply with it and did not obtain the consent of Bitalium Company to participate in such a commercial program;
 - b) User, despite a request to cease urging other Users to participate in another commercial program, without the consent of Bitalium Company;
 - c) User has been convicted by a final criminal judgement to imprisonment or a preventive measure has been applied in the form of detention on rem and or he has been convicted by a criminal judgement for an offense against economic turnover (white collar crime, blue collar crime), an offense against life or other, which cause that he does not guarantee the

operations in accordance with the generally applicable legal order, the Terms of Use and the policy of Bitalium Company;

d) User disseminates information adversely affecting the operations of Bitalium Company or information inconsistent with the Terms of Use and the company policy;

e) User proclaims untruth in business contacts, particularly, that inviting more Users is sufficient to make a profit, or that Bitalium Company guarantees a profit;

f) User otherwise misleads other Users and third parties regarding the scope of activity of Bitalium Company;

g) User publishes content commonly considered offensive, violating the law, pornographic, vulgar, infringing the goods of third parties, inciting to commit crimes, promoting hatred or violence.

I. USER RESPONSIBILITY

1. Violations of the provisions of the Terms of Use may result in:

a) sending User a request to cease violations;

b) blockade of User's account, limiting the use of certain services or products;

c) deletion of User's account in the event of non-compliance with a request to cease violations;

d) deletion of User's account and cancelation of the accumulated funds;

e) contractual liability on general principles.

2. Bitalium Company imposes a contractual penalty on User in the following situations:

a) in the event of a breach of the non-competition clause referred to in point XVIII – in the amount of USD 1.000 for each violation;

b) in the event that User proclaims untruth in business contacts, particularly, that inviting more Users is sufficient to make a profit, or that Bitalium Company guarantees a profit – in the amount of USD 1.000 for each violation.

1. Reservation of a contractual penalty does not exclude User's liability on general principles.

I. BITALIUM COMPANY'S RESPONSIBILITY

1. Bitalium Company does not guarantee profit from purchased products or services, in order to achieve profit it is not necessary to invite new Users.

Bitalium Company is not registered as an investment consulting or brokerage company.

2. The parties exclude the liability of Bitalium Company for possible damages resulting from the manner in which Users use the Bitalium platform.

3. The parties exclude the liability of Bitalium Company for possible damages resulting from the loss of data from the platform, in particular the Bitalium Company is not responsible for damages resulting from force majeure or third parties.

4. Bitalium Company is not responsible for damage caused as a result of acquiring the account password or other data enabling logging into the Bitalium platform.

5. Bitalium Company is not liable for damage that occurred on the part of User as a result of other agreements being concluded between Users of the Bitalium platform. Bitalium Company is not responsible for services rendered by third parties that provide services to Users. User concludes such agreements in his own name and on his own account.

6. Bitalium Company is not responsible for offers, as well as other information directed at Users via the Bitalium Company forum. Users conclude agreements based on forum recommendations on their own behalf and on their own account.

1. Bitalium Company is not responsible for cryptocurrency exchange rate. The funds are transferred at current exchange rate from the cryptocurrency market on which the Bitalium Company's funds are located. If the rate drops during the transfer, User has no claim for difference.

I. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

1. All rights to Bitalium and all of its elements (including software, functional layout, graphic elements, databases and works) belong to Bitalium Company.

2. Users may use the content posted on Bitalium only to the extent of fair use. Any use of the content of the Bitalium platform not consisting fair use is prohibited and constitutes a violation of the property rights of Bitalium Company.

3. Usage of Bitalium does not mean acquiring any rights to this platform or its individual components.

4. Bitalium Company possess exclusive intellectual property rights to the platform on which the services or products (and Users opinions) are made

available and prohibits copying, using parts of the website, providing (hyper)links and deep links, publishing, promoting, selling or using in any other way the platform content without explicit written permission. In the event of partial or full use of content (including User's opinions) or Users possessing intellectual property rights to a part of the platform, content or opinions, these rights are fully transferred to Bitalium Company. Unlawful use of parts of the Bitalium platform or any of the activities described above constitute a significant violation of intellectual property rights of Bitalium Company (including copyright and database rights).

I. PROCESSING OF PERSONAL DATA

1. In accordance with art. 13 section 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter: GDPR) Bitalium Company informs that:

a) administrator of User's personal data is Bitalium Company with its registered Office in, address:

b) Users personal data will be processed for the following purposes:

-electronic provision of services by Bitalium Company, consisting of handling User's account on the platform and User's use of products and services, as well as the forum, allowing comments and messages to be added, as it is necessary to perform the agreement (article 6 paragraph 1 point B of the GDPR);

-conducting marketing and advertising activities (based on separately granted consent) (article 6 paragraph 1 point A of the GDPR);

-conclusion and performance of the agreement with Bitalium Company, as it is necessary for the conclusion and performance of the agreement (article 6 paragraph 1 point B of the GDPR);

-conducting direct marketing (article 6 paragraph 1 point F of the GDPR);

-pursuing debts (article 6 paragraph 1 point F of the GDPR);

-fulfilling the obligations related to Bitalium Company's business operations, as it is necessary to perform these obligations (article 6 paragraph 1 point C of the GDPR);

-sending commercial information by electronic means based on a separate consent;

-use of terminal telecommunications equipment and automated calling systems for direct marketing purposes based on a separate consent.

2. Users personal data will be processed by entities cooperating within the platform and the provision of services and sale of products, as well as accounting offices, postal operators, payment system operators and law firms.
3. Personal data will be processed for the period:
 - a) necessary for the provision of electronic services and the implementation of services, as well as after their performance in connection with the possibility of User exercising his rights under the agreement and pursuing claims until the expiry of the limitation period for the claim;
 - b) until the withdrawal of consent or objection against the processing of personal data.
4. Providing personal data is voluntary, however, failure to provide personal data results in the inability to register at Bitalium.
5. Bitalium Company processes Users' personal data using automated decision-making tools.
6. Users are entitled to accessing personal data, rectifying, deleting, limiting their processing or transferring.
7. Users have the right to object to the processing of personal data, as well as right to withdraw their consent.
8. In the event that User decides that the processing of personal data is incompatible with the GDPR, User is entitled to lodging a complaint with the supervisory authority of the country of origin of Bitalium Company.

I. COOKIES POLICY

1. Bitalium Company is an entity that places cookies on its User's end device and possessing access to them.
2. Bitalium uses files (cookies) in order to:
 - a) allow platform login;
 - b) maintain User's login on each subsequent page of the platform;
 - c) optimise and increase the platform's performance;
 - d) correct function configuration;
 - e) personalise the displayed content;
 - f) prepare statistics to help learn the preferences and behavior of Users;

g) collect and use general publicly available data through analytical tools.

3. Bitalium uses two types of cookies – session and permanent. Session files are temporary – they are stored until leaving the platform’s page. Permanent files are stored on User’s end device until they are deleted or for the time resulting from the settings.

4. User may at any time change the settings of his browser to block cookies or obtain information about their placement in his device each time.

5. Bitalium Company informs that changes to the settings in User’s browser may limit access to some of the platform’s functions.

6. Cookies used by Bitalium Company (placed at User’s end device) can be made available to its partners and the advertiser cooperating with it.

I. COMPLAINTS AND SUPPORT

1. Standard User, Premium User, as well as a person who wants to register on the Bitalium platform can send an inquiry to the customer service and support department, Inter alia in the field of technical problems related to the operations of the Bitalium platform, in order to obtain answers related to the marketing plan. Response time for the inquiry is a maximum of 30 days. Expected response time is up to 60 hours.

2. Bitalium Company reserves that the response time to individual inquiries may be longer than 30 days if its recognition encounters obstacles independent of the Company, e.g. equipment failures. Bitalium Company reserves that consideration of the application may require the applicant to provide additional explanations.

1. Through the support, User may also submit complaints regarding the operations of the Bitalium platform, the time of consideration of the complaint is 30 days.

I. TECHNICAL REQUIREMENTS

1. Person registering to Bitalium, as well as User throughout the entire period of using the Bitalium platform must meet certain technical requirements. It is necessary to possess: a device that allows connection to the Internet, connection to the Internet, a browser that allows to browse websites with cookies enabled, supporting encrypted SSL connections and Java Script. Recommended web browser is Google Chrome.

2. User must possess an active email account.

1. User must possess an active cryptocurrency wallet in Bitcoin.

I. FINAL PROVISIONS

1. Bitalium Company reserves the right to change the Terms of Use. User will be informed about a planned change of the Terms of Use in a visible place on the Bitalium platform, as well as about the date of entry into force of a planned change. User who does not agree to a change in the Terms of Use has the right to delete the account and terminate the agreement.

2. In special cases, Bitalium Company has the right to temporarily stop or limit the provision of services without prior notice to Users. In particular, Bitalium Company is entitled to carry out system maintenance work, which may exclude Users from using the Bitalium platform. User is not entitled to claims for interruption or termination of activities, even if termination of services was permanent.