

## General terms of service BTCforSMS

### §1

#### General provisions

1. The following general terms and conditions on rendering electronic services ("General Terms") set out detailed rules for the sale of Bitcoin, a virtual currency based on the "SHA-256" algorithm ("BTC"), conducted by WM4U spółka z ograniczoną odpowiedzialnością, a limited liability company with its registered office in Warsaw at ul. Krokwi 32C/26, 03-114 Warsaw, registered in the register of entrepreneurs of the National Court Register by the District Court of the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under the KRS number 0000501696, NIP: 5223013717 ("Company").
2. BTC can be acquired by any person of legal age having full capacity to enter into acts in law, who is a user of the Global System for Mobile Communications ("GSM") and have purchased a SIM card from one of the Polish or foreign GSM network operators ("Customers").
3. The Sale of BTC by the Company is provided via the Customer's GSM network through the mobile phone equipped with the functionality to send and receive text messages (*Short Message Service*) ("SMS") and the activated function of using telecommunication services to a premium rate, enabling the Customer to send SMS to a special short-digit number at a premium rate that allows to charge the subscriber's account (post-paid) or the user of the GSM operator network (prepaid) with the amount payable upon sending SMS ("Premium SMS").
4. Sending a Premium SMS on one of the numbers („Premium Number”) listed on the Company's website <http://www.btcforsms.com> ("Website") means the accession by the Customer to the system of acquiring BTC from the Company in accordance with the rules set out in these General Terms, and the acknowledgement and acceptance of the terms and conditions hereof.

### §2

#### Placing Orders – Conclusion of the Agreement

1. The Company acting through Premium SMS services, enables its Customers to acquire BTC units for the price in the amount and currency specified in the BTC price list ("BTC Price List") available on the Website, applicable on the day of receipt by the Company of the Premium SMS sent by the Customer on the relevant Premium Number – The BTC Price List specifies the price and the currency of the respective Premium SMS and the number of BTC units assigned thereto that the Customer will be entitled to acquire.
2. Any information relating to BTC and required in order to consummate the transaction of BTC acquisition from the Company, particularly the BTC Price List and other information on the current prices of specified number of BTC units in specified currencies or the BTC calculator, as well as catalogues, folders, brochures, price lists and other information or advertising materials addressed to potential Customers or BTC transferees, including those contained on the Website, does not constitute an offer within the meaning of law, and shall be treated only as invitation to make offers for the purchase of BTC in accordance with the provisions hereof.
3. The BTC sale agreement is concluded between the Customer and the Company on the basis of an order ("Order") placed by sending the Premium SMS on the Premium Number under the terms assigned to the relevant Premium Number on the BTC Price List as of the date of receipt by the Company of the relevant Premium SMS, and accepted by the Company by sending a return SMS, constituting confirmation of conclusion of the transaction on BTC sale in favor of the Customer ("Confirmation").
4. The processing of Orders for BTC sales placed by the Customers through sending Premium SMS and consummation of the transaction on the basis thereof is carried out by the Company in the order of their submission.
5. The Company is entitled to terminate the agreement on sale of BTC in favor of the Customer and refuse to confirm the placed Order in case of unavailability of BTC at given time, or the inability to consummate the transaction for other reasons beyond the control of the Company. The Customer will be notified of the withdrawal from the conclusion or execution of the BTC sale transaction by prompt receipt an adequate SMS

from the Company. Based on that, the Customer has the right to initiate a complaints procedure in accordance with the provisions hereof.

6. In the event of rescission from the BTC sale agreement by the Company or its consummation at the Company's fault, the Customer shall not be charged with the costs of sending relevant Premium SMS, and in case of being charged with the Premium SMS costs through a particular GSM operator, this amount will be immediately returned by the Company in accordance with the terms of the complaint procedure specified below.
7. The Company shall not take responsibility for delays or failures of the GSM network operated by relevant GSM provider of the Client, or the malfunction of the Customer's or its GSM operator's systems associated with no or improper operation of the Internet network and the resulting delays in the submission of Orders or the conclusion and consummation of the BTC sale transactions, as well as for delays and/or irregularities caused by force majeure. Force majeure shall be understood as a random event or an event related to meteorological conditions, act of state, another type of action or force, which the party invoking the force majeure could not reasonably foresee at the time of Order placement or Confirmation, or in any rational way avoid or prevent it, in particular military acts, war, revolution, public riots, acts of terrorism, the dispute over land or sea border, civil war, strike, labor disturbance, lockout or court order, epidemic, quarantine, accident, fire, lightning strike, flood, storm, windstorm, earthquake, explosion, blockade or embargo, lack or failure of transportation facilities, or any law, regulation, demand or requirement of any state/government organ and/or agency actually appropriate or in its opinion appropriate with respect to the goods, services or parties of the transaction.

### **§3**

#### **The transaction**

1. The conclusion of the BTC sale agreement takes place through sending a Confirmation by the Company to the Customer's GSM number in the form of a free return SMS containing: (i) the phrase "CONFIRMATION"; (ii) the number of BTC units which the Customer is eligible to acquire upon sending relevant Premium SMS; (iii) access code representing a 6-digit alphanumeric string ("Access Code"); (iv) the address of the Company's Website, through the intermediary of which the Customer finally consummate the transaction of acquisition of a given number of BTC units from the Company ("Realization Site").
2. The final completion of the transaction on the sale of a given number of BTC units by the Company in favor of the Customer is carried out by the Customer through the Realization Site, the address of which is specified in the Confirmation. The consummation of the transaction by the Customer through the use of the Access Code takes place by: (i) entering the Access Code specified in the Confirmation into the box labeled "ACCESS CODE", and (ii) entering the BTC wallet number specified by the Customer into the box labeled "BTC WALLET NUMBER". The BTC wallet number consists of an alphanumeric stream of 26 (twenty six) to 34 (thirty four) characters starting with the number 1 (one) or 3 (three).
3. Upon correct completion of the boxes "ACCESS CODE" and "BTC WALLET NUMBER", the transaction will be approved for consummation by the Company by transferring the relevant number of BTC units, as indicated in the Confirmation, to the BTC wallet specified by the Customer.
4. The completion date of the BTC sale by the Company in accordance with the Confirmation is 24 (twenty four) hours and starts running after the correct data is being entered by the Customer in accordance with §2 above. In the case of unavailability of BTC within the time enabling consummation of the BTC sale transaction by the Company within the time specified above, or for other causes beyond the control of the Company, the Company has the right to extend the timing of the BTC sale transaction to 48 (forty eight) hours. In case of failure to consummate the BTC sale transaction by the Company in favor of the Customer, the Customer has the right to rescind the agreement and demand return of the amount charged to him by the relevant GSM operator upon sending the relevant Premium SMS or initiate the complaints procedure in accordance with the provisions hereof.
5. In the case of the provision of false or incorrect data by the Customer, required for the conclusion and consummation of the BTC sale agreement in accordance with the provisions hereof, the Company reserves the right to terminate or rescind the agreement due to fault of the Customer. The Company is not responsible for

incorrect or otherwise invalid information provided by the Customer, including entering the wrong BTC wallet number on the Realization Site.

#### **§4**

##### **Rescission of the Agreement**

1. The Customer is entitled to resign from the placed Order and rescind the BTC Sale agreement in the case of failure by the Company to complete the BTC sale transaction within 48 (forty eight) hours from entering the correct data by the Customer in accordance with §3.2 above.
2. The Customer acknowledges that the consummation of the BTC sale via Premium SMS by the Company under these General Terms shall take place immediately, and before the lapse of the statutory deadlines for rescission from a distance contract by the Customer. Therefore, the Customer is not entitled to rescind the agreement concluded with the Company in accordance with the provisions hereof except for the cases specifically provided herein.

#### **§5**

##### **Complaints procedure**

1. All complaint may be submitted:
  - a) by complaint form, available on the BTCforSMS website;
  - b) via E-Mail on e-mail address office@wemine4you.com;
  - c) via letter to the Company's address.
2. A complaint should include:
  - a) name and surname or business name, and the Customer's address;
  - b) the subject of complaint indicating a description of the irregularities found;
  - c) proof of Premium SMS sent, its printout, photograph or other evidence of its transmission to the Company;
  - d) a list of the documents attached; copy of the complaint sent to the GSM operator in case of complaints concerning malfunction in the Customer's GSM network;
  - e) the signature or the signature and stamp of the Customer, if the application is submitted by letter;
  - f) the Customer's demand, in particular whether he demands the conclusion of a BTC sale agreement with the Company or its consummation, or reimbursement of costs of the Premium SMS together with the Customer's bank account and other data required to return the corresponding amount.
3. The Company is not liable for the inability to properly consider the complaint due to deficiencies or irregularities in data provided by the Customer in the complaint form. In order to complete the data, the Company shall contact the Customer for this purpose.
4. The complaint is examined within 14 (fourteen) calendar days from the date of its receipt by the Company or within 14 (fourteen) calendar days from the date of the completion of necessary data or documents by the Customer.
5. The Customer will be notified by the Company in writing, by E-Mail or by phone of the decision on the complaint case. In case of failure by the Company to respond to the complaint filed by the Customer within the period specified in item 4 above, it is assumed that the complaint has been recognized in accordance with the Customer's demand.
6. In case of positive response to the complaint, the Company, as demanded by the Customer, proceeds to immediately complete the BTC sales transaction in favor of the Customer in accordance with the provisions of these General Terms, or will return the payments for the Premium SMS in question by bank wire transfer on a designated bank account or by postal order at the address indicated by the Customer, immediately, but no later than within 14 (fourteen) calendar days. The Customer is obliged to inform the Company about the preferred form of reimbursement of the respective Premium SMS together with the bank account details or address in writing to the Company's address.

## §6

### Final Provisions

1. These General Terms were prepared and made available to the Customers in accordance with art. 8 item 1 and 3 of the Act of 18 July 2002 on rendering of electronic services (Journal of Laws of 2013, no. 1422, consolidated text).
2. The Company reserves the right to change the General Terms or BTC Price List. Any changes of the General Terms or BTC Price List enter into force within 24 (twenty four) hours from the time of their publication on the Website. The BTC sale on the basis of the Premium SMS received by the Company before the date of amendment to these General Terms or BTC Price List is completed on the basis of Confirmations sent by the Company prior to the date of such change.
3. The Customer's personal information will be entered into the Company's database solely for the purpose of BTC sales, and, if the Customer agrees, to inform about new products, services and promotions offered by the Company and will not be disclosed to third parties without the Customer's consent. The Customer is entitled to demand to supplement, update, correct the personal data, temporary or permanently suspend their processing or removal from the Company database. Entrusted personal data is stored and secured in accordance with the principles set out in the applicable laws.
4. In all matters not regulated under these General Terms shall apply the provisions of the Act of 23 April 1964 the Civil Code (Journal of Laws of 2014, no. 121 uniform text), and the Act of 18 July 2002 on rendering electronic services (Journal of Laws of 2013, no. 1422, consolidated text).
5. All disputes connected with this document or related thereto shall be resolved by the competent common courts.
6. These General Terms shall apply from 11 January 2016.