

# General Conditions of Participation

## for the Bitwala Refer a Friend Program

### § 1 Scope of Application

These General Conditions of Participation apply to the participation in the Refer a Friend Program of Bitwala GmbH with registered office in Berlin, business address: Ohlauer Str. 43, 10999 Berlin, registered in the commercial register of the Charlottenburg Local Court under HRB 173698 (hereinafter referred to as "**Bitwala**", "**we**" or "**our**").

The Refer a Friend Program is exclusively offered and performed by Bitwala on the Bitwala operated web application [www.bitwala.com](http://www.bitwala.com) (the "**Web Application**") and the Bitwala mobile application (the "**Mobile Application**"), the web application and the mobile application together are also referred to as the "**Bitwala Online Media**" and individually as the "**Bitwala Online Medium**".

By participating in the Refer a Friend Program, the customer accepts the following General Conditions of Participation.

### § 2 Subject Matter, Requirements and Advantages of the Refer a Friend Program

Bitwala offers already existing customers ("**Bitwala Customers**") the opportunity to participate in the Refer a Friend Program. A Bitwala Customer may participate in the Refer a Friend Program by submitting the personal referral code that they receive from us ("**Referral Code**") to friends and acquaintances ("**Invited Person**"). The Bitwala Customer will only receive a Referral Code if they have unrestricted access to their Bitwala Account.

The Bitwala Customer and the Invited Person must each be natural persons, must not be identical, must be at least 18 years of age and be resident in countries where Bitwala provides its services. The Invited Person must not have previously registered to open a Bitwala Account or been a customer of Bitwala.

The Bitwala Customer may only use the Referral Code for private purposes and not for commercial activities, in particular not for paid promotions such as online advertising. In addition, Bitwala Customers are not permitted to publicly distribute the Referral Code on websites, in particular blogs and voucher websites, which are primarily used to earn bonuses. In addition, Bitwala Customers are prohibited from sending bulk e-mails, short messages or messages to people they do not know, or using automated systems or bots to distribute the Referral Code.

The Bitwala Customer will receive a bonus if the Invited Person has opened a Bitwala Account through the Bitwala Online Media and set up a customer wallet, has met all requirements to open a Bitwala Account set forth in our current Terms of Service, and has used the Referral Code in doing so. Registration, opening a Bitwala Account and setting up a customer wallet are subject to our Terms of Service, which can be found at <https://www.bitwala.com/terms-of-service/>. A bonus of EUR 15,- each will only be credited in Euro to the Bitwala bank account of the Bitwala Customer. Bitwala will credit the bonus to the Bitwala Customer's Bitwala bank account within 15 banking days after the Invited Person has successfully opened a Bitwala Account and set up a customer wallet.

Between 5 May 2020 (24:00 CET) and 28 July 2020 (24:00 CET) ("Promotion Period") Bitwala will offer a promotion with a bonus of EUR 30, each.

Each Invited Person can only use a Referral Code once and cannot combine multiple Referral Codes when opening a Bitwala Account.

Bitwala may refuse the participation of Bitwala Customers and Invited Persons for objective reasons. Bitwala reserves the right not to pay out or demand a refund of any bonuses if we determine that an activity is abusive or violates these General Conditions of Participation or our Terms of Service.

Participation in the Refer a Friend Program is voluntary and free to Bitwala Customers and Invited Persons and does not depend on the purchase of a paid product or the use of a paid service. The customer and the Invited Person each bear only the costs associated with participation via the internet (usage fee for the internet connection). This applies to both non-mobile and mobile devices.

## § 3 Liability

Bitwala shall not be liable for damages incurred by a customer through the use of the services offered by Bitwala or the content published therein. However, this exclusion of liability does not apply in the case of intentional or grossly negligent fault on the part of Bitwala or a vicarious agent. The exclusion of liability also does not apply to damages resulting from injury to life, body or health which are based on a breach of duty by Bitwala or a vicarious agent. Furthermore, Bitwala's liability for the breach of obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer may regularly rely, remains unaffected.

## § 4 Changes and Discontinuation of the Refer a Friend Program

Bitwala reserves the right to change these General Conditions of Participation at any time with effect for the future.

Bitwala also reserves the right to terminate the Refer a Friend Program at any time with effect for the future.

## § 5 Final Provisions

The contractual relationship between the customer and Bitwala shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

The place of jurisdiction for all disputes arising from or in connection with the Refer a Friend Program is Berlin.

Status: 24th April 2020