

BITIRELAND BROKER LIMITED USER AGREEMENT

This Agreement sets out the terms and conditions applicable to your account with Bitireland BROKER LIMITED (“**Bitireland**”, “**we**”, “**us**”) and the services we provide to you (“**you**”, the “**User**”) in connection with the online platform (the “**Platform**”). The effective date of this Agreement is the date when you confirm your acceptance of the terms by completing the account opening process described in clause 3 below.

1. About Bitireland and the Platform

- 1.1 Bitireland operates a Platform on which Users can buy bitcoin from Bitireland, or sell bitcoin to us. One User cannot sell bitcoin to another User on the Platform.
- 1.2 Bitireland will typically have acquired the bitcoin, which it offers for sale to Users, through a bitcoin exchange. Only bitcoin, and no other cryptocurrencies, may be bought and sold on the Platform.
- 1.3 You must be at least 18 years of age to be eligible to register with Bitireland, open an Account and buy bitcoin on the Platform.
- 1.4 Bitireland is registered as a private company limited by shares in Ireland under company number 618252 and has its registered office at Riverside One, Sir John Rogerson’s Quay, Dublin 2. Bitireland can be contacted by email at info@bitireland.ie or by telephone at (01) 9022864. We also provide an online chat service for Users between the hours of 9.00 am to 5 pm GMT.
- 1.5 Bitireland does not hold any financial services licence or authorisation in Ireland or elsewhere.
- 1.6 You must spend a minimum purchase price of €200 to buy bitcoin on the Platform. Any offer to buy bitcoin, for a value below €200, will not be processed by us.

2. Definitions and Interpretation

- 2.1 In this Agreement, unless the context otherwise requires, the following terms have the following meanings:

Account	means the online Bitireland account held by the User on the Platform;
Agreement	means this user agreement between you and Bitireland;
Applicable Laws	means any laws, regulations or other enactments in force in the Republic of Ireland from time to time applicable to the operation and/or the use of the Platform;
bitcoin	includes any part or unit of a bitcoin, whether expressed as satoshi or otherwise;
Bitireland	means BITIRELAND BROKER LIMITED;

User Nominated Account	means the Irish bank account in the User's name which is nominated by the User for the purposes of receiving refunds (if required) or where we buy bitcoin from a User, to receive purchase funds from us;
Bitireland Prefunding Account	means the Irish bank account in Bitireland's name into which the User will lodge funds to prefund the purchase of bitcoin on the Platform;
Business Day	means a day other than a Saturday or Sunday on which banks are generally open for normal business in the Republic of Ireland;
Intellectual Property Rights	means all intellectual property rights of any nature anywhere in the world, whether registered or unregistered (and including any application for or renewal or extension of such rights), including copyright, know-how, confidential information, trade secrets, business, trade and domain names, trademarks, service marks, patents, petty patents, utility models, design rights, rights in computer software, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights, rights in goodwill or rights to sue for passing off; and
User	means any individual that is registered as a user of the Platform.

- 2.2 Clause headings do not affect the interpretation of this Agreement.
- 2.3 References to clauses are (unless otherwise provided) references to the clauses of this Agreement.
- 2.4 Words in the singular include the plural and in the plural include the singular.
- 2.5 A reference to a law, regulation or other enactment is a reference to it as it is in force for the time being taking account of any amendment, replacement, extension, application or re-enactment and includes any subordinate legislation, direction, code or guidance for the time being in force made under it.
- 2.6 References to including and include(s) shall be deemed to mean respectively including without limitation and include(s) without limitation.
- 2.7 Unless otherwise provided references to "you" and "your" are to the User and references to "we", "our" and "us" are to Bitireland.

3. Setting up an Account

- 3.1 When you first access our website, you will be asked to provide your name, email address and phone number to proceed to see the bitcoin offers that are available. You will also be asked to review the terms of this Agreement, the Privacy Notice, the Cookies Policy and the Website Terms and Conditions and confirm your acceptance of same by ticking the box to proceed.
- 3.2 If your first offer to purchase bitcoin on the Platform is for €1,000 or more, or, irrespective of the value of your first order, before you can make a second or subsequent order on the Platform, we will perform checks to verify your identity. You will receive an email from us in relation to this verification process and the next steps.

- 3.3 The verification steps referred to in clause 3.2 include submitting a copy of a Government issued I.D. (passport or driver's licence) as proof that you are 18 years of age or over, proof of address, and taking a photo of yourself holding this I.D. in one hand and a piece of paper with the date and the word "Bitireland" written on it in the other hand.
- 3.4 As part of the account-opening process you may be asked to provide any other documentation as Bitireland may request to comply with Applicable Laws or its own obligations. We may ask a third party to complete account-opening checks on our behalf.
- 3.5 You should notify us immediately of any change in your circumstances which would affect the information previously provided by you to us, whether during the account opening process or otherwise.
- 3.6 We apply certain checks and standards to the verification of your photo and Government I.D. to ensure that it is you that is opening the Account. We may also use some of these steps to verify your Account if you encounter any issues during your membership of the Platform, for example if you get locked out of your Account or need to change your password.
- 3.7 Bitireland may refuse to open or operate an Account until it receives, in form and substance satisfactory to it, the documentation listed in clause 3.1. If a potential User sends or transfers funds to Bitireland to prefund the purchase of bitcoin, but does not comply with the account opening procedure in clause 3.1, Bitireland will return those funds to the User's Nominated Account by such method as is most convenient for Bitireland and in the event that this is necessary, we will not be required to provide any interest to you in respect of such funds.
- 3.8 All registration applications will be assessed by us. We may, in our sole discretion, refuse admission to the Platform or to open or operate an Account or place an order without being obliged to inform the potential User of the reasons for such a refusal.
- 3.9 We offer bitcoin, which we have acquired in our own name, for sale to Users. Users may also offer bitcoin for sale to us, but may not offer bitcoin for sale to other Users through the Platform. The procedure for buying bitcoin are set out at clause 6 below. Should you wish to sell bitcoin to us, please email; support@bitireland.ie.
- 3.10 We do not act as an intermediary between a third party seller and the User and do not provide any advice on the purchase of bitcoin, or in respect of financial management or investments more generally. For the avoidance of doubt, Bitireland will not recommend any transaction to a User and does not advise Users on the merits or otherwise of any given transaction or course of action. If you invest in bitcoin, the value of your investment may go down as well as up and you may lose some or all of the money you invest. Bitireland will not be liable for any losses you incur. You should undertake your own research and seek any independent advice if you consider it necessary, before purchasing bitcoin.

4. Cooling Off Period and Termination

- 4.1 You have the right to cancel your membership of the platform, and your Account, within 14 days of entering into this Agreement without giving any reason to us (the "**Cancellation Period**").

- 4.2 However, if you have contracted with us to purchase bitcoin on the Platform during the Cancellation Period, you will lose the right to cancel this Agreement. In such circumstances, you will be bound by this Agreement and must complete the purchase that of bitcoin from us.
- 4.3 To exercise the right to cancel (when available), you must inform us of your decision within the Cancellation Period by sending us an unequivocal statement setting out your decision to cancel the Agreement by email to info@bitireland.ie.
- 4.4 Following the Cancellation Period this Agreement will continue to remain in force until it is terminated by either you or us, by providing one months' notice in writing to the other party. Any such termination by you will be subject to completion of any outstanding orders you have placed for the purchase of bitcoin.
- 4.5 We may terminate the Agreement with immediate effect, by giving written notice to you, if we detect or suspect any of the issues set out in clause 8.1 below or if you commit a material breach of the terms of this Agreement.

5. Operating your Account

- 5.1 We reserve the right to refuse to open an Account, or block your Account, where we suspect that an unauthorised person has logged into and is using your Account or where we suspect illegal or fraudulent activity on your Account.
- 5.2 We also may de-activate your Account or limit your use of the Platform if we find that you have violated or are violating the terms of this Agreement or engaging in any of the prohibited uses set out below at clause 8.1.
- 5.3 We may undertake due diligence on Users, and monitoring of Users' transactions, as we consider necessary or appropriate from time to time, including for the purposes of identification and verification of the User and compliance by us with any applicable anti-money laundering or counter-terrorism obligations.

6. Buying Bitcoin on the Platform

- 6.1 You can make an offer to buy bitcoin on the Platform, at the available price and at any time after completing the account opening process. This is only an offer by you and is not binding on Bitireland.
- 6.2 All prices will be displayed on the Platform in Euro and payments must be made in Euro.
- 6.3 Once you have placed an order on the Platform, we will seek to buy a corresponding amount of bitcoin from a third party source. If successful, the bitcoin will be first registered in our name and held by us.
- 6.4 The price of bitcoin may rise and fall. When placing an order for bitcoin on the Platform, you may not receive the expected amount of bitcoin, or the amount you ordered initially, because the amount of bitcoin that can be purchased for a given purchase price will be calculated at the date and time we sell the bitcoin to you and not on the date and time that you place an order.

- 6.5 You will be required to prefund each bitcoin order by lodging money to the Bitireland Prefunding Account by electronic funds transfer. The electronic funds transfer must originate from you as the User only and we cannot accept payments from third parties.
- 6.6 The money you transfer to the Bitireland Prefunding Account represents advance payment for the bitcoin you have offered to buy on the Platform. That money will not be held in a segregated account and may be commingled with monies transferred to the Bitireland Prefunding Account by other Users.
- 6.7 When we sell the bitcoin to you, we will transfer the money from the Bitireland Prefunding Account to another account in our name. We are not subject to any client asset requirements.
- 6.8 Bitireland will not process any orders where the prefunding purchase money has not been lodged to the Bitireland Prefunding Account. We will not under any circumstances grant any credit to you.
- 6.9 We do not provide any wallet services and will not hold bitcoin for you at any time. You will be required to set up your own bitcoin address and provide this to us and you are responsible for this. We will transfer the bitcoin you order on the Platform to the bitcoin address provided by you. We will not be responsible for verifying any bitcoin address that you provide.
- 6.10 If, after you have placed an order on the Platform, we cannot source the amount or value of bitcoin you have requested, we will issue a refund to you by transferring the pre-funding purchase money back to you. You must nominate a valid Irish Euro-denominated bank account which you will use to receive any refunds due to you if an order cannot be completed. We will also use this User Nominated Account to transfer purchase funds for any bitcoin that we purchase from you.
- 6.11 If any interest is earned on funds held in the Bitcoin Prefunding Account, such interest will belong to Bitireland, and Bitireland will be entitled to retain this interest.

7. Costs

- 7.1 No fees are payable to register on the Platform.
- 7.2 The price at which we sell bitcoin to you reflects a mark-up spread of 3% (three per cent.) over the cost to us of acquiring the bitcoin. Where we buy bitcoin from you on the Platform the same mark-up spread will be applied by us over the purchase price payable to you.

8. Warranties, Undertakings and Representations

- 8.1 As a User, you warrant, undertake and represent (on the date of this Agreement and each time you transact on the Platform) that:
- (a) you comply with and will continue to comply with any applicable registration or account opening criteria;
 - (b) all information provided by you to Bitireland in the course of the registration is, to the best of your knowledge, true, accurate and up to date in all respects;

- (c) you understand that Bitireland is not a regulated financial service provider and is not registered with or regulated or authorised by the Central Bank of Ireland, the Competition Consumer and Protection Commission or any other regulatory body in Ireland for financial services and so you will not be able to avail of protections associated with such regulated entities such as investor or deposit protection schemes or access to the Financial Services Ombudsman;
- (d) you will not allow any other person to log into or use your Account;
- (e) you agree that you will not use the Account in any of the following ways:
 - (i) for fraudulent purposes or for the purposes of committing any criminal offence;
 - (ii) in any way which could damage the good name of, or disrupt the activities of, Bitireland, its other Users, agents or representatives;
 - (iii) to post or send any material relating to Bitireland that could be considered offensive, indecent, or defamatory or could be otherwise injurious to third parties;
 - (iv) to use or send material that is or may be in breach of Intellectual Property Rights, privacy rights or any other rights; and
 - (v) to send any material that contains software viruses, spam emails or any other form of unsolicited emails;
- (f) you consent to the use of electronic signatures and to the receipt of information relating to the Agreement in electronic form for the purposes of the Electronic Commerce Act 2000 and otherwise; and
- (g) you will comply with the terms of this Agreement, the Privacy Notice, the Cookies Policy and the Website Terms of Use, each as amended or replaced from time to time.

8.2 In addition to the general warranties, undertakings and representations at clause 8.1, you further warrant, undertake, represent and acknowledge (on the date of this Agreement and each time you transact on the Platform) that:

- (a) you are an Irish resident and are over 18 years of age;
- (b) you understand that Bitireland is in no way responsible or liable for any losses that may arise as a result of you entering into this Agreement;
- (c) you are acting in a personal capacity and you are not acting in the course of your business, trade or profession when entering into this Agreement or buying bitcoin on the Platform;
- (d) it is your responsibility to account for any tax obligations imposed on you; and
- (e) you will inform Bitireland immediately of any changes to your User Nominated Account bank details.

10 Assignment

- 10.1 You are not permitted to assign or novate this Agreement.
- 10.2 Bitireland shall be entitled to assign or novate this Agreement to any person, including without limitation, where such assignment or novation is made by way of security or in connection with the financing, sale or other transfer of any or all of Bitireland's equity or business assets and Bitireland shall be permitted to disclose all information relating to this Agreement to any such actual or prospective assignee /novatee (and their professional advisors/financiers).

11 Liability

- 11.1 Neither party to this Agreement excludes or limits liability to the other for fraud, death or personal injury caused by negligence or any other matter in respect of which liability may not be excluded or limited by law.
- 11.2 Subject to this Agreement, Bitireland shall not be liable to you (whether for breach of contract, negligence or otherwise) for any of the following losses which may arise out of, or in connection with, this Agreement:
- (a) loss of or corruption to data or computer files;
 - (b) loss in respect of the value of your investment in bitcoin;
 - (c) loss in respect of any offers you make to purchase an amount of bitcoin, if we cannot source that amount of bitcoin to sell to you on the Platform;
 - (d) loss in respect of any change in the value of bitcoin between the date and time you make an offer to purchase an amount of bitcoin, and the date and time we sell the bitcoin to you;
 - (e) indirect, special or consequential loss or damage; or
 - (f) loss arising from any claim made by any third party to the extent relating to or comprising any loss or damage of the kind referred to in the previous parts of this clause 11.2.

12 Indemnity

- 12.1 You shall indemnify Bitireland and keep it indemnified in respect of all liability, losses, damages, claims, proceedings, costs and expenses (including legal costs and expenses) Bitireland may suffer or incur arising from any breach by you of your warranties, representations, undertakings or obligations under this Agreement (including any breach of any Applicable Laws) or by reason of any misrepresentation or negligent, tortious or fraudulent act except to the extent that the losses have been caused by Bitireland's negligence or wilful default.

13 Your Account Details

- 13.1 You agree:
- (a) to keep any information about your Account confidential and take every possible care to prevent unauthorised use of your Account;

- (b) to immediately inform Bitireland if you become aware or suspect that an unauthorised person has received, or has become aware of, your Account details and to provide Bitireland with all assistance it reasonably requires in order to detect and prevent any further unauthorised use or disclosure of your Account details;
- (c) that Bitireland will not be responsible for anyone else using your Account;
- (d) that Bitireland can refuse to act solely on verbal instructions or reverse orders already made on those instructions; and
- (e) to Bitireland making a disclosure, or disclosures, of its dealings with the User where it is required to make such a disclosure by law, by way of a court order, or where it has reason to believe that possible criminal or fraudulent activity may have occurred or is being investigated; or where it is in the interest of Bitireland to make such disclosures, taking into account all applicable circumstances.

13.2 Bitireland shall not be liable for any such disclosures made by it under clause 13.1(d), provided always that Bitireland has acted in good faith.

14 Complaints

Any complaints you may have should be addressed to info@bitireland.ie or you can call us on (01) 9022864. Your complaint will be acknowledged and we will seek to resolve all complaints and within a reasonable timeframe. If your complaint requires further investigation, we will let you know and provide a full response as soon as we are in a position to do so. We aim to address and resolve any complaints received by us in a fair and transparent way.

15 Change of details

You are responsible for advising us of any change to your contact details, including any change to the email address to which confirmations of the transaction, and/or other correspondence, are to be sent.

16 General

16.1 Bitireland can give a User notice by personal delivery to the User, by post sent to the User's address, by telephone, by facsimile, by email, or by any other method which Bitireland may reasonably decide is appropriate in the circumstances. Without prejudice to the foregoing, such notice will be valid where sent to the postal or email address last notified by the User to Bitireland.

16.2 A User can give Bitireland notice by email to info@bitireland.ie.

16.3 Telephone recording equipment is installed in the Bitireland office and may record calls with a User.

16.4 Nothing in this Agreement shall create a partnership or joint venture between the User and Bitireland and save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other party.

- 16.5 The failure of Bitireland to insist upon strict compliance with any term or provision of this Agreement on any occasion shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision.
- 16.6 If, at any time, any clause or sub-clause of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining clauses or sub-clauses, nor the legality, validity or enforceability of such clauses or sub-clauses under the law of any other jurisdiction will in any way be affected or impaired.
- 16.7 This Agreement may be executed or amended by electronic signature in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.
- 16.8 Bitireland may amend the terms of this Agreement from time to time upon giving you two months' notice. If you do not agree to the amendment, you have the right to terminate this Agreement in accordance with clause 4.

17 Governing Law and Jurisdiction

- 17.1 This Agreement shall be governed by the law of Ireland and you submit to the exclusive jurisdiction of the Irish Courts.