

TERMS AND CONDITIONS OF TU WALLET

Last updated: 17/10/2024

I. INTRODUCTION AND ACCEPTANCE

Welcome to TU Wallet, an app owned by **Telefónica Innovación Digital, S.L.** ("**Telefónica**" or "**We**"), which allows you to enjoy certain cryptoasset and payment services provided by **Bitcoinforme, S.L.** ("**Bit2Me**") and/or its partners (the "**Bit2Me Services**").

Please read the following terms and conditions ("**T&Cs**") carefully, as they set out the conditions for using the app and the services provided by Telefónica on TU Wallet ("**Telefónica Services**").

Downloading, accessing or using the TU Wallet app (the "**App**" or "**TU Wallet**") is voluntary and confers the status of user ("**User**" or "**Users**").

By downloading or using the App, and/or by registering as a Telefónica User in TU Wallet, you expressly accept these T&Cs, in the applicable version published by Telefónica from time to time.

For this reason, we advise you to periodically read these T&Cs and the [App's Privacy Policy](#) to be aware of their modifications. We will notify you of any changes we are required to make if they are material or are necessary to comply with applicable law.

Please note that in order to use the Bit2Me Services on TU Wallet, you will first need to **verify your identity** and **register** as a Bit2Me User ("**Bit2Me User**").

During the Bit2Me registration process, **you must read and accept specific terms and conditions of Bit2Me and/or its partners**, as well as **provide the data and information necessary for Bit2Me to verify your identity** and check if you are eligible to become a Bit2Me User.

Once you complete your Bit2Me registration **you can start using the Bit2Me Services in the App.**

Remember that **Telefónica's participation** in the Bit2Me Services is **limited to the mere technological intermediation** between Users and Bit2Me, so you must transfer and manage directly with Bit2Me any issue related to the provision of such services, with no responsibility on the part of Telefónica in this regard.

For this purpose, you can contact Bit2Me at soporte@tu.com.

Neither Telefónica nor any of its employees are qualified to give any **advice on crypto-assets** or in relation to the Bit2Me Services. In addition, **Telefónica is not responsible for any crypto-asset related actions** you take through TU Wallet.

IMPORTANT

Investing in cryptoassets **is unregulated**, may **not be suitable for retail investors** and **the full amount invested may be lost**. It is important to read and understand the risks of this investment which are explained in detail at wallet.tu.com/advertising.

Before you trade, exchange or send cryptocurrencies, we recommend that you **carefully assess your personal and financial situation**. If you have any doubts, please consult an independent financial advisor before making any investment.

Please note that such assets **are not protected by the Financial Services Compensation Scheme** or any other financial loss compensation mechanism.

Notwithstanding the foregoing, the provision of some Telefónica and/or Bit2Me Services may require your prior acceptance of specific additional terms and conditions.

II. IDENTIFICATION

Telefónica Innovación Digital, S.L., in compliance with Law 34/2002, of 11 July, on information society services and electronic commerce, makes its identification data available to you:

- ❖ **Company Name:** Telefónica Innovación Digital, S.L.
- ❖ **C.I.F.:** B-83188953.
- ❖ **Public Registry:** Registro Mercantil de Madrid, Volume 42.773, Folio 213, Entry 79, Page M-296237.
- ❖ **Registered Office:** Distrito Telefónica, Ronda de la Comunicación, S/N, 28050 Madrid (Spain).
- ❖ **e-mail:** soporte@tu.com

III. OBJECT

TU Wallet is a mobile application owned by Telefónica, available for compatible operating systems (iOS and Android), which allows you to **register** and **use the Bit2Me Services** detailed at www.wallet.tu.com, as well as enjoy certain **Telefónica Services linked to those of Bit2Me**.

Bit2Me's services include the **custody of cryptoassets**, the possibility of **adding** or **withdrawing balances**, the **exchange of cryptoassets**, the **sending of cryptoassets** or the **contracting of a card** to make **online payments**.

Bit2Me is responsible for the provision of these Bit2Me Services through the App, **with no liability on the part of Telefónica** in this respect to Users or third parties. Any activity carried out by Telefónica in relation to the provision of these services is limited to **technological intermediation**.

Bit2Me is a **Spanish entity** with **registered office** at Calle Germán Bernacer, 69, 03203, Elche, Alicante (Spain), with **C.I.F.** number B-5483530, registered in the **Mercantile Register of Alicante** (Volume 3828, Folio 110, Entry 1, Page A-143230), **registered with the Bank of Spain** under number **D592** and **authorised to provide custody and trading services for digital assets**. In this regard, Bit2Me complies with current regulations on the prevention of money laundering and terrorist financing.

Bit2Me's registration with the Bank of Spain **does not imply any approval or verification** by the Bank of Spain **of the activity carried out** by providers of virtual currency exchange services for fiat currency and electronic wallet custody services.

Telefónica's Services include: (i) additional **security features** to those adopted by Bit2Me, which will allow you to interact securely with Bit2Me Services through the App, as well as (ii) the **technological intermediation** itself that facilitates access to and provision of Bit2Me Services in the App, which implies the provision by Telefónica of an **intermediation service** between Users and Bit2Me consisting of forwarding to Bit2Me the information provided by such Users and presenting to such Users information provided by Bit2Me, without material modification by Telefónica.

IV. REGISTRY

Downloading, using and browsing the TU Wallet App is voluntary, free of charge and **subject to compliance with these T&Cs**, attributing to those who do so the **consideration of User**. All Users must be **of legal age** and **have full capacity** to be bound by these T&Cs.

The use of TU Wallet requires you to have **internet access** and the App installed on a **device with a compatible operating system** (Android or iOS). Once you have installed the App, you must complete the process of registering and creating your **Telefónica User account** (the "**Telefónica Account**").

During the registration process as a Telefónica User, you must **expressly accept these T&Cs** and the [TU Wallet Privacy Policy](#), as well as set up your **password** and provide a **valid** email address and **mobile phone number**, which you must **verify before** you can complete the registration process and create your Telefónica Account.

Likewise, during this registration process you will be able to (i) **give your consent** to certain processing of your data as set out in the [TU Wallet Privacy Policy](#), (ii) **configure security options** that will serve as an **additional authentication measure** for certain operations and/or functionalities, as well as (iii) **grant your permissions** so that the TU Wallet App can **access data, information** or **necessary capabilities of your device** (please note that if you do not grant these permissions some of the functionalities or services of the App may not work or may not work correctly).

Once you have completed the registration process and created your Telefónica Account, you will be able to access the App using your **email and password as login credentials**.

The creation of your Telefónica Account will only give you access to the Telefónica Services, so in order to enjoy the Bit2Me Services, or those Telefónica Services related to the Bit2Me Services, you must first **verify your identity and complete the Bit2Me Services registration** to create your **Bit2Me User account** (the "**Bit2Me Account**").

Please note that in order to create a Bit2Me Account, you **must have previously registered and have a Telefónica Account**. Therefore, if you do not meet the requirements to create a Telefónica Account, **you will not be able to register and create a Bit2Me Account** to access Bit2Me Services.

During the Bit2Me registration process, **you must read and accept the specific terms and conditions of Bit2Me and/or its partners**, as well as **provide the data and information necessary for Bit2Me to verify your identity** and check if you are eligible to become a Bit2Me User.

However, as part of this process, **Telefónica will communicate on your behalf to Bit2Me the same email and mobile phone number that you provided and verified when you created your Telefónica User Account**, so that these details are also used to verify your identity by Bit2Me and, if you are eligible to become a Bit2Me User, form part of your Bit2Me Account.

Telefónica **is not responsible for the conditions required by Bit2Me** and/or its partners for access to Bit2Me Services in the App, as well as for the **personal information that you may have to enter in** the process of registration and creation of the Bit2Me Account.

Your acceptance as a Bit2Me User depends solely and exclusively on Bit2Me. Therefore, **you will not be able to complain to Telefónica in case Bit2Me does not allow you to create a Bit2Me Account**.

Once you complete your Bit2Me registration **you can start using the Bit2Me Services in the App**.

V. AUTHENTICATION AND ACCESS SECURITY

To access your Telefónica and Bit2Me User account in the App, and enjoy Telefónica and Bit2Me Services, **you must authenticate in the App with your access credentials**.

Once you have authenticated, access to your session on the App will remain active for a reasonable period of time. After this period, **the session will expire and you will have to log in again** to access.

Please note that your credentials give access to your Telefónica and Bit2Me Account on the App, so any use of the TU Wallet App, Telefónica and Bit2Me Services will be **imputed and attributed to the User authenticated by those credentials**.

Notwithstanding the foregoing, in order for you to make more secure use of the Bit2Me App and Services, Telefónica may implement **mechanisms and require additional authentication factors** to perform certain transactions or access certain features.

It is very important that you **do not share or publish** your login credentials and/or any other authentication factors for the App. It is also very important that you **use a strong password** and that you **keep your email and mobile phone number updated** at all times, through the options available on the TU Wallet App or by contacting soporte@tu.com.

Remember that your email and mobile phone number must always be the same for your Telefónica Account and your Bit2Me Account, so if you ask Telefónica to update these details, we will inform Bit2Me of this update so that it can also be carried out by them.

For all the above reasons, **you should make diligent use** of the means of authentication.

It is your responsibility to safeguard and maintain the confidentiality of your means of authentication.

In case you suspect that your credentials or other means of authentication are being used by third parties, **you must inform us immediately** at soporte@tu.com.

Telefónica is **exempt from any liability** arising from the **misuse of your credentials or authentication means** in the event that you fail to comply with your obligations in this respect.

VI. INTERMEDIATION BETWEEN USERS AND BIT2ME

Through TU Wallet and subject as provided herein, you will have access to the Bit2Me Services.

Your relationship with Bit2Me is direct and exclusive between you.

Telefónica only performs a technological intermediation task for the purposes of (i) providing you with an **interface in the App** and a **centralised customer service** that **allows you to interact with Bit2Me**, facilitating the relationship between both parties, and (ii) providing a **technological intermediation service between you and Bit2Me** so that Bit2Me can provide its Services to you.

Telefónica **will not modify the information that you submit to Bit2Me and/or that Bit2Me provides to you** and will only adapt it if necessary to ensure that you can enter, submit and/or view it correctly.

In addition, unless we are required to retain it in order to comply with applicable law, **Telefónica will delete such information** once it has been sent to Bit2Me and/or is no longer necessary for you to view it.

FOR THIS REASON, **TELEFÓNICA IS NOT RESPONSIBLE FOR** THE QUALITY, SUITABILITY, LEGALITY, TRUTHFULNESS, RELIABILITY AND/OR ACCURACY OF THE INFORMATION THAT YOU SUBMIT TO BIT2ME OR THAT BIT2ME PROVIDES TO YOU BY ANY MEANS OR CHANNEL.

NEITHER TELEFÓNICA NOR THE TELEFÓNICA SERVICES ARE PART OF THE BIT2ME SERVICES, AND WE MAKE NO WARRANTIES AND/OR REPRESENTATIONS, UNDERTAKINGS, LIABILITIES AND/OR OBLIGATIONS OF ANY KIND IN CONNECTION THEREWITH, INCLUDING ANY LIABILITY ARISING FROM THEIR AVAILABILITY, USEFULNESS, WARRANTY, OR THEIR PROPER PERFORMANCE OR OPERATION.

ACCEPTANCE OF THESE T&CS IMPLIES EXPRESS ACCEPTANCE BY USERS THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, **ANY CLAIM, DISPUTE, LEGAL ACTION OR LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO BIT2ME SERVICES, MUST BE MADE DIRECTLY TO BIT2ME, HOLDING HARMLESS TELEFÓNICA.**

VII. TERMS AND CONDITIONS OF USE OF TU WALLET AND TELEFÓNICA SERVICES

As a User you have the right to access and use TU Wallet and the Telefónica Services on a non-exclusive, non-transferable and non-sublicensable basis, **solely as an End User** and on the terms provided herein.

The right of access and use that we grant to you under the preceding paragraph includes the ability to use the App, and to view the content accessible through the App, **for the sole purpose of enabling you to access and enjoy the Telefónica and Bit2Me Services on the App** as provided in these T&Cs.

In order to use TU Wallet you must ensure that your network and operating systems comply with the specifications of the App and each of the contents.

Telefónica **cannot guarantee that the App will be compatible with all mobile devices.**

In any case, the use of and access to TU Wallet, its services or content does not allow you to:

- (A) Lease, lend, sell, resell, transfer, assign, distribute, exhibit, disclose, sublicense or commercially exploit (or in any other way) access to the TU Wallet App and/or the content that, where applicable, may be accessible through it;
- (B) Make use of and/or perform any action related to the TU Wallet App, or the services or content accessible through it, that:
 - a. Is contrary to or not permitted under these T&Cs;
 - b. involves the storage, distribution or transmission of viruses, worms, malware, logic bombs and/or any other malicious or harmful material;
 - c. Is unlawful, harmful, violent, discriminatory, threatening, defamatory, obscene, infringing, abusive or offensive or, in general, is contrary to public order, morality, good faith or the applicable regulations in force;
 - d. Causes damage or harm of any kind or nature;

- e. Involves, promotes or involves reverse engineering, modification or inspection of code, metadata, systems and/or any technological component of the TU Wallet App;
- f. It implies the obligation for Telefónica, Bit2Me and/or its collaborators to comply with a regulatory framework other than the Spanish and European ones.

To the extent permitted by law, **we reserve the right to evolve, modify, limit, restrict, restrict, suspend, or discontinue access to** all or part of **the TU Wallet App**, as well as its **services or content**, at any time, in the following cases or situations:

- (A) As a consequence of a breach of these T&Cs;
- (B) To comply with the applicable regulations in force;
- (C) To protect Users or third parties;
- (D) To protect the integrity, security, availability and/or operability of the App, as well as the services or content accessible through it;
- (E) If necessary for reasons of maintenance and/or updating of the App, as well as of the services or content accessible through it;
- (F) In the event that the App is discontinued, modified, updated or evolves, as well as any of the services or content accessible through it;
- (G) Any other reason that is carried out in good faith and in defence of the legitimate interests of Telefónica, Users or third parties.

Where regulations require you to be notified or, where applicable, where Telefónica decides to notify you voluntarily, **we will notify you in advance and sufficiently in advance of any change, modification, limitation, restriction, suspension or discontinuation** through the TU Wallet App or other means of contact that, where applicable, we have at our disposal, such as your email or telephone number.

If you do not agree, **you can unsubscribe through the options we make available to you**. However, **if you continue to use the TU Wallet App, it will be understood that you accept this without reservation**.

Similarly, **up to the maximum limit permitted by the regulations, Telefónica:**

- (A) **It does not warrant that your use of or access to** the TU Wallet App, or any services or content accessible through it, **will be uninterrupted, error-free or that it will meet your requirements;**
- (B) We shall not be liable for **delays, delivery failures, loss of data and information, or any other loss or damage resulting from the transfer of data or information over telecommunications networks and facilities**, including the Internet, caused by events or circumstances beyond our reasonable control and provided that we have used reasonable care. In this regard, as a User, you acknowledge that due to such causes, the App may be subject to limitations, delays and other problems inherent in the use of telecommunications facilities.

VIII. OBLIGATIONS OF THE USER

As a TU Wallet User, you agree to the following:

- (A) Make reasonable and permitted use of the TU Wallet App and the services and content accessible through it, as provided in these T&Cs or other applicable T&Cs;
- (B) Comply with the obligations set out in these T&Cs or other applicable T&Cs;
- (C) Not to take any action contrary to these T&Cs or other applicable T&Cs, or that impedes the exercise or infringes the rights of Telefónica, Bit2Me, its collaborators and/or third parties;

- (D) Not to carry out any action that could damage the image, reputation or interests of Telefónica, the Telefónica Group, Bit2Me and/or its collaborators;
- (E) Communicate to Telefónica or Bit2Me, as applicable, any incidents relating to the App, as well as to the services or content accessible through the App, without undue delay;
- (F) Comply with the obligations derived from the applicable regulations in force;
- (G) To have, and to grant to Telefónica and Bit2Me, all rights and authorisations necessary for both Telefónica and Bit2Me to make the App available, to properly provide their respective services and, in general, to comply with their obligations and exercise their rights;

IX. INTELLECTUAL AND INDUSTRIAL PROPERTY

For the purposes of these Terms of Use, "**Intellectual and Industrial Property Rights**" shall mean all rights recognised by intellectual property legislation (copyright, related rights and *sui generis* rights) on all types of works and services (including software), for any purpose and form of use, including all exploitation rights- such as fixation, reproduction, public communication (including making them available to the public), distribution and transformation (translation, adaptation, adjustment, digitalisation, photographic retouching and pixelation, among others), as well as the creation and exploitation of derivative works - and the corresponding remuneration rights, as well as all rights recognised by industrial property legislation (designs, industrial or artistic models and drawings, patents, trademarks, utility models, topographies of semiconductor products, plant varieties and any other similar rights, whether registered or not) and all rights recognised under trade secret legislation, including in any case the power to request and manage the corresponding applications for obtaining, granting, protection or renewal of the aforementioned rights anywhere in the world.

As a User, you acknowledge that **the TU Wallet App and all rights that may be included in the same or in the services and/or content accessible through the same**, including, without limitation, any Intellectual and Industrial Property Rights, **are the sole and exclusive property of Telefónica or, where applicable, of those third parties that have granted Telefónica the corresponding rights.**

Except as expressly permitted in these T&Cs, **you shall not be entitled to reproduce, copy, modify, duplicate, create derivative works or new versions, produce, imitate, republish, download, display, transmit, distribute or communicate to the public** (including making available to the public), directly or indirectly, all or any part of any of these elements in any media, medium, form or means of dissemination. As a User **you must not decompile, disassemble, reverse engineer or otherwise reduce to a humanly perceivable form** all or any part of TU Wallet or any services or content accessible through TU Wallet. You may not copy any documentation or materials accompanying TU Wallet or print copies of any of them.

If you suspect or are informed of the existence of any illicit or illegal content, including content that could infringe the Intellectual and Industrial Property Rights of Telefónica, Bit2Me or third parties, **you must notify us immediately at the following e-mail address** so that we can take the appropriate measures: soporte@tu.com.

Similarly, if you consider that TU Wallet infringes Intellectual and Industrial Property Rights, or any other rights, **you must send an email to the email address indicated in the previous paragraph with at least the following information:**

- (A) Identification of the User and, in case of a legal entity, of its representative, including contact information;
- (B) Relevant documentation supporting the request, identifying the holder of the infringed rights;
- (C) A detailed list of the rights that have allegedly been infringed and their exact location within the TU Wallet App; and,
- (D) Express and responsible declaration that the corresponding content or element is being used without the authorisation of its legitimate owner.

X. OUR RESPONSIBILITIES AND GUARANTEES

Telefónica strives to ensure that TU Wallet, as well as the services and content accessible through it, are appropriate and correct at all times.

However, **we are not responsible for any content, documents or text incorporated by third parties** and, in particular, for the substantive content of any terms and conditions that Bit2Me may ask you to accept or that may be necessary for the purchase or receipt of its services.

In this regard, you agree and acknowledge that **Bit2Me will ultimately determine its own terms and conditions for the provision of the Bit2Me Services.**

In the event that you become aware of any errors in TU Wallet, its services or content, failures or any other cause that may be detrimental to the normal operation of these and/or the availability of them, **you must notify us immediately via the email address indicated in the section on customer service.** Once we have received such notification, we will endeavour to resolve any such defects, faults or errors as soon as possible.

Without prejudice to the foregoing, to the maximum extent permitted by applicable law, Telefónica **disclaims any obligation or liability in relation to the content available on TU Wallet** and reserves the right to update or remove any content, and to limit or deny access, either temporarily or permanently, to any User. In particular, **we cannot guarantee the reliability, usefulness and accuracy** of all information, services and/or content available on TU Wallet, nor the **usefulness or accuracy** of any documentation that may be provided to you.

Likewise, **the service provided by Telefónica is a technological service of mere intermediation** and, in no case, will we be responsible for the provision of the Bit2Me Services that you may receive and contract, nor for any error, interruption, suspension or other type of unavailability of such services or the TU Wallet App in the event that it results from or is derived from an action or omission of Bit2Me or its collaborators.

In any case, **we shall not be liable for any damages suffered by the User in the event that:**

- (A) Use of TU Wallet, its services or its content in a manner that is contrary to, impermissible, inconsistent with, or in breach of these (or any other applicable) T&Cs or applicable law;
- (B) TU Wallet, its services or content are not used (i) in accordance with any express instructions that may be provided by Telefónica or Bit2Me, or (ii) as indicated in the App itself;
- (C) TU Wallet is used in conjunction with any other third party software or technology component that is not permitted by these or other applicable T&Cs or for which the User lacks sufficient rights from the third party owner for such use;
- (D) The User continues to use TU Wallet, its services or content after being notified of an actual or potential infringement of rights or these T&Cs or other applicable T&Cs;
- (E) The User continues to use TU Wallet, its services or content after unsubscribing;
- (F) TU Wallet, its services or content is modified by any third party outside of Telefónica;
- (G) Damages of any kind (including direct or indirect damages, loss of profit or loss of data) arising from any error, interruption, suspension or other unavailability of TU Wallet;

Notwithstanding the foregoing, **Telefónica has taken all necessary measures, within our capabilities and the state of the art, to ensure the operation of TU Wallet and to minimise system failures from a technical point of view.** In this regard, if you become aware of the existence of any content that is illegal, illicit or infringes the rights of third parties, you must notify us immediately so that we can take the appropriate measures.

We reserve the right to deny access to or discontinue, in whole or in part, TU Wallet, its services or content for any reason at any time without notice. Your use of TU Wallet is subject to all applicable laws and regulations, and you are solely responsible for the content of any information or communication you submit through TU Wallet or its services to Bit2Me.

Likewise, as a User, you accept that any liability that we may incur as a result of these T&Cs shall not justify the filing of precautionary measures in the context of legal proceedings.

This clause shall be without prejudice to other warranty and liability provisions, if any, contained in these T&Cs (or any other applicable T&Cs) and [TU Wallet's Privacy Policy](#).

XI. PROTECTION OF PERSONAL DATA

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 85/46/EC ("GDPR") and Organic Law 3/2018 of 5 December 2018, on the Protection of Personal Data and guarantee of digital rights ("LOPDGDD"), **all personal data collected or obtained by Telefónica** through the use of the TU Wallet App, as well as the services or content accessible through it, **will be processed in accordance with the provisions of the [TU Wallet Privacy Policy](#)**, which you must read and accept.

XII. UNSUBSCRIBE TU WALLET

As a User **you can unsubscribe** from TU Wallet **at any time through the option available for this purpose in the App**. Please note that if you have registered as a Bit2Me User and you have a Bit2Me Account, **this cancellation will be executed simultaneously for both the Telefónica Account and the Bit2Me Account** in TU Wallet and you will not be able to keep only one of the accounts.

We also inform you that, **in order to be able to cancel your Bit2Me account, it is a prerequisite that you do not have any credit in your Bit2Me account**, so, if you do, you will have to withdraw or spend it beforehand.

In the event of effective termination, **you will no longer be able to access and enjoy the Bit2Me Services and Telefónica Services on the App**, and you will **lose any benefits, advantages or promotions** that you may have been enjoying; all without right and waiving any compensation or indemnification in your favour.

We remind you that, if you only delete the App from your device, your Telefónica and/or Bit2Me Account will be active, so it is necessary to follow the process described for your cancellation to be effective.

We may also **suspend, limit or restrict** all or part of your access to TU Wallet, its services or content, or even **terminate your membership** in any of the following circumstances:

- (A) Breach of these T&Cs, Bit2Me's terms and conditions or other applicable terms and conditions;
- (B) Use, or suspected use, of TU Wallet, its services or content for unlawful, abusive, fraudulent and/or any other act or purpose that could be considered a criminal offence;
- (C) Detection or notification of irregular activity on your Telefónica or Bit2Me Account, in the App, its services or content;
- (D) Non-compliance with the applicable regulations in force;
- (E) Detection or suspicion of falsity, incorrectness or outdatedness of your login credentials and/or any other data provided during registration or access to the App;
- (F) Detection or suspicion of unauthorised or fraudulent access to or use of Telefónica Account or Bit2Me, or if it is detected or suspected that they have been compromised, including the unauthorised or fraudulent conduct of any transaction or transaction through the TU Wallet App;
- (G) Requirement of the police, court or any other regulatory or governmental body or authority, as appropriate;
- (H) In the event that Telefónica and/or Bit2Me decides to discontinue all or part of the TU Wallet App and/or any of the services or content accessible through it;
- (I) Where necessary for Telefónica, Bit2Me, the TU Wallet App, its services and/or content to comply with current or future published and approved applicable regulations;
- (J) Inactivity of your Telefónica or Bit2Me Account, if you do not access the App or perform any action or transaction through the App for a continuous period of 6 calendar months.
- (K) Non-compliance with the fair use policy, if any, posted on wallet.tu.com

(L) Any other circumstances that, to that effect, are provided for in these T&Cs or other applicable ones;

Suspension, limitation, restriction or termination for these reasons **will not entitle you to any compensation or indemnification**. In addition, you will also lose any **benefits, advantages or promotions** that you may have been enjoying. In the event that the regulations so require, or we decide to do so voluntarily, we **will notify you in advance with sufficient notice of the adoption of these measures**.

XIII. MODIFICATIONS

We reserve the right to **modify these T&Cs**, as well as **TU Wallet** and the **Telefónica Services**.

In those cases in which the regulations require you to be notified of such modification or, where applicable, when Telefónica decides to do so voluntarily, **we will notify you in advance and with sufficient notice** through the TU Wallet App or other means at our disposal, such as your email or telephone number.

If you do not agree, you can unsubscribe via the App.

However, if (i) you continue to use TU Wallet, the Telefónica Services or the Bit2Me Services after the modification, or (ii) you do not unsubscribe after the notice period, if any, notified to you by us, **this will constitute your express and unreserved acceptance of such modification**.

XIV. CUSTOMER SERVICE

Telefónica provides you with a support and customer service channel through soporte@tu.com so that you can **communicate and centrally manage** any **query, incident, complaint, claim or suggestion** in relation to the TU Wallet App, its services and content.

Telefónica will provide this service directly to you in connection with any matter you report relating to **Telefónica**, your **Telefónica Account** and the **Telefónica Services**.

Through this service, **Telefónica will also act as an intermediary between you and Bit2Me** in relation to any matter you report relating to **Bit2Me**, your **Bit2Me Account** and the **Bit2Me Services**. To this end, Telefónica will refer such matters to Bit2Me and provide you with the responses that Bit2Me provides to you.

This customer service is not intended to be and shall not be construed as the provision by Telefónica of advice on Bit2Me Services or crypto-asset trading.

Telefónica's role for these purposes is that of a mere technological intermediary between Users and Bit2Me, such intermediation being **subject to the conditions set forth in these T&Cs**.

Bit2Me shall be **directly liable to Users** and third parties for the provision of customer service and support for its Services through this medium, **with no liability on the part of Telefónica in this respect**.

With regard to those questions that are Telefónica's responsibility, we undertake to provide you with a response **as soon as possible** and **within the maximum time limits set out in the applicable regulations**.

XV. MISCELLANEOUS

All the clauses or terms of these T&Cs shall be interpreted independently and autonomously, and the rest shall not be affected by them in the event that a clause is declared null and void by a court judgement or final arbitration decision.

In the event that a clause of these T&Cs is declared null and void by a final court judgement, it shall be replaced by another clause or clauses that preserve the intended effects of the T&Cs.

Telefónica shall not be liable for delay in performance or failure to perform any of its obligations under these T&Cs if such delay or failure is due to events, circumstances or causes beyond its reasonable control, and Telefónica shall notify the User within a reasonable time after the event, circumstance or cause in question has come to its knowledge. In such circumstances, Telefónica shall be entitled to a reasonable extension of time for performance of its obligations. However, the User may unsubscribe at any time through the App.

XVI. DISPUTE RESOLUTION

These T&Cs, TU Wallet, as well as the use that you may make of TU Wallet, its services or content are governed by Spanish legislation in force at any given time. In the event of any dispute, action or claim that may arise in relation to the interpretation and application of these T&Cs, TU Wallet, its services or content, the parties submit, at their choice, to the Courts and Tribunals of the User's domicile for resolution, expressly waiving any other jurisdiction that may be applicable to them.

In addition, we remind you that you can access the European Union's online dispute resolution platform by following this link:

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

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