



# “General Conditions of Participation for the 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 "**Bitwala Online Medium**".

By participating in the *"Refer-a-Friend Program"* (the "**Program**"), the user accepts the following General Conditions of Participation.

## § 2 Subject matter, Requirements and Advantages of the Program

**Bitwala** offers existing customers ("**Customers**") the opportunity to participate in the **Program**. The **Program** starts on 11th December 2020 (00.00 CET). A **Customer** may participate in the **Program** by submitting the personal Referral Code that they receive from Bitwala ("**Referral Code**") to friends ("**Invited Person**"). The **Customer** will only receive a **Referral Code** if they have access to their active and unblocked Bitwala account.



The **Customer** and the **Invited Person** must each be natural persons having opened the Bitwala account only for non-commercial use, must not be identical, must be at least 18 years of age and be resident in EEA countries and a national of [Bitwala's supported nationalities](#). The **Invited Person** must not have previously registered to open a Bitwala account or been a **Customer** of Bitwala.

The **Customer** will receive a bonus ("**Bonus**") if the **Invited Person** has opened a Bitwala account through the **Bitwala Online Medium**, whose account is open and active and is not blocked suspended or closed, has set up a Bitcoin ("**BTC**") or Ethereum ("**ETH**") wallet, and has bought or sold a minimum of €30 **BTC** or **ETH** on their Bitwala account.

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

A **Bonus** of €15 per **Invited Person** will be credited in Euro to the Bitwala account of the **Customer**. **Bitwala** will pay the **Bonus** to the **Customer's** & **Invited Person's** Bitwala account within 15 working days after the **Invited Person** has successfully completed their first trade through his/her Bitwala account and wallet.

Participation in the **Program** is voluntary and free to **Customers** and **Invited Person(s)**, **however, in order for the conditions to be met, the Invited Person is** required to make a minimum trade of €30 with 1% trading fee plus the applicable network fee. 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 Unacceptable Behaviour**

The **Customer** shall 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, **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, **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 opening of a Bitwala account with the sole purpose of earning bonus payments is strictly forbidden.



**Bitwala** may refuse the participation of **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 deemed abusive or violates the General Conditions of Participation or **our** Terms of Service.

## **§ 4 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.

## **§ 5 Changes and Discontinuation of the Program**

**Bitwala** reserves the right to change the General Conditions of Participation at any time with effect for the future in case of change in financial circumstances. In case of a change in these terms, it will be assumed that the **Customer** has accepted new terms and conditions if no objection is received within 14 days. The objections can be made by contacting the Customer Support via [support@bitwala.com](mailto:support@bitwala.com).

**Bitwala** also reserves the right to terminate the **Program** at any time with effect for the future by reserving the rights of the **Customers** participating the **Program** before the termination.

## **§ 6 Final Provisions**

The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. The applicability of mandatory legal provisions of the country in which you as a consumer have your habitual residence at the time of the conclusion of the contract shall remain unaffected by this choice of law.



The place of jurisdiction for all disputes arising from or in connection with the Program is the legal venue.

Status: 8th December 2020