

ANNEX A

Name of the Company: Hazelbit LTD;
Head Office: Municipality of Iași, Fântânilor street, Nr. 43, Bloc B14, Ap. B39, Iași district;
Unique registration code 50078499 since 15.05.2024.
Trade register number J22/1676/2024 as of 15.05.2024.
Unique identifier at European level (EUID) ROONRC.J22/1676/2024;
email info@hazelbit.ro
Administrator: Zaharcenco Sergiu
Administrator: Dennis Cumerlato
Sale price of NFT: 80 eur
Project term: 30 years
Share capital:
100RON

B. Utility Token Hazelbit (\$HZBT)
Symbol: \$HZBT
Initial issue: 390,000
Price: 2.50 €/token + TVA (based on the price per kg of hazelnuts)
Maximum issue: 1,000,000,000 tokens
Good/service that can be purchased:
NFT representing a single hazelnut tree
Contract address: did:com:19rrh9atjq4xppm5ve2cy2w7vju2wkl8fzhrdq4

C. Hazelbit NFT (\$HZTR)
Symbol: \$HZTR
Initial emission: 5,190
Price: 80 € per NFT
Maximum emission: unlimited
Good or service represented by the NFT:
A single hazelnut tree
Right obtainable from the NFT:
40% of the hazelnut tree's production for a period of 30 years
Example: If the tree produces 5 kg of hazelnuts per year, the NFT holder receives 2 kg.
Method of obtaining the right:
Purchasable exclusively through \$HZBT utility tokens
Contract address: did:com:19rrh9atjq4xppm5ve2cy2w7vju2wkl8fzhrdq4
External metadata structure: To be defined

GENERAL CONDITIONS OF CONTRACT (hereinafter referred to as 'TOS')

Version No. 1

Publication date: 17/09/2024

Entry into force: 17/09/2024

SCOPE OF APPLICATION

The following general terms and conditions regulate the Contract between the following Parties: company name Hazelbit LTD, Head Office: Municipality of Iași, Fântânilor street, Nr. 43, Bloc B14, Ap. B39, Iași district, Unique registration code 50078499 since 15.05.2024.

Trade register number J22/1676/2024 as of 15.05.2024. Unique identifier at European level (EUID) ROONRC.J22/1676/2024, email info@hazelbit.ro, in the person of its legal representative pro tempore (hereinafter the COMPANY), on the one hand, and the USER who adheres to it, on the other hand,

having as its object:

the transfer of HAZELBITs by the COMPANY and their allocation to the USER as a reward, for the performance of the Activities envisaged in the Programmes (the Reward Utility Token), or upon payment of a price in official currency (the so-called FIAT currency) and/or in crypto- currency; and

the provision of the SERVICES to the USER by the COMPANY.

The terms, conditions and provisions referred to in the relevant hypertext links and those contained in any attachments also form an integral part of the TOS

These TOS:

- supersede any previous version having the same subject matter,
- prevail over any general terms and conditions of purchase of the USER,
- may be supplemented by any special supply agreements contained in order confirmations or in specific agreements that may be concluded between the Parties. In this case, the supply of the SERVICES shall be governed, as a whole, by the TOU and by the possible particular conditions and, in case of possible contrast with the TOU, the particular agreements shall prevail,
- if it is agreed between the Parties, in a single package, both the supply of digital services and data and the supply of other non-digital goods and services, the provisions of the TOS shall apply only to the digital services.

The provisions of the TOS do not apply to contracts for the sale of movable goods that incorporate or are interconnected with digital content or digital services in such a way that the lack of such content or services would prevent the performance of the functions of the goods sold, regardless of whether the digital content or services are provided by the seller or a third party.

Where the User is a Consumer, the mandatory provisions of the law shall prevail over any conflicting provisions of the TOS.

DEFINITIONS

The following definitions are used:

- *Consumer Code:* is Legislative Decree No. 206 of 06/09/2005, including subsequent amendments and additions.

- *MICAR:* is the European Community Regulation No. 2023/1114/EU of 31/05/2023.
- *Personal Data:* personal data as defined in Article 4, point 1, European Community Regulation No. 2016/679/EU of 27/04/2016.
- *Parties:* are the COMPANY and the USER.
- *COMPANY:* the company that issues HAZELBITs and provides the Performances acting as a Professional.
- *USER:* the natural or legal person who, during the registration process, has joined the TOS.
- *Account:* set of identification data/authentication factors of the USER to enable him/her to access the enabling App, Wallet and SERVICES;
- *Contract:* agreement for the USER's adherence to the TOS.
- *Professional:* is the natural person or legal entity, regardless of whether it is a public or private entity, or its intermediary, that acts for purposes that fall within the scope of its commercial, industrial, handicraft or professional activity pursuant to Article 3, paragraph 1, letter c) Consumer Code.
- *Consumer:* is the natural person acting for purposes that are unrelated to any entrepreneurial, commercial, craft or professional activity carried out within the meaning of Art. 3, paragraph 1, lett. a) of the Consumer Code.
- *SERVICES:* are the services and/or digital content provided by the COMPANY to the HAZELBIT holder in accordance with the terms and conditions set out in the TOS.
- *Digital content:* are the data produced and supplied in digital format pursuant to Art. 135- octies, para. 2, lett. a) Consumer Code.
- *Digital Services:* are the services that enable the creation, transformation, storage or access of data in digital format, or the sharing or other interaction of data in digital format.
- *Utility token:* type of crypto-activity intended solely to provide access to a good or service provided by its issuer (Art. 3(1)(9) MICAR).
- *HAZELBIT:* with the symbol \$HZB are the Utility tokens issued by the COMPANY in a predetermined maximum number of one million units, representing the right for its holder to receive SERVICES from the COMPANY, with or without the additional payment of a price (in official currency or in cryptocurrency) as provided for on a case-by-case basis by the COMPANY.
- *Reward Utility Tokens:* are the HAZELBITs that Users may receive as a reward if and when they perform one or more of the Activities indicated in the Schedules according to the TOS.
- *CCC tokens:* are the Utility tokens issued by the Italian company Commercio.network Spa (VAT and Fiscal Code 04136930247, REA VI-381874) to enable any transaction on the "Commercio.network" blockchain;
- *Commercio.network:* is the blockchain created by Commercio.network Spa that enables the use of the digital service of issuing and exchanging crypto-assets;
- *Enabling apps:* are the programs and updates that can be provided by the COMPANY to enable the USER to access the SERVICES and, if they also have the Wallet function, enable HAZELBIT transactions (including Reward Utility Tokens) and CCC tokens.

- ***Wallet:*** is the digital wallet created when the USER completes the registration procedure that is and managed by the COMPANY (so-called hosted wallet), which the USER accesses via login and password to receive, store, track, transfer and manage HAZELBIT (including Reward Utility Tokens) and CCC tokens.
- ***Activity:*** is the activity set forth in the Schedules that, if performed by USER, entitles USER to receive HAZELBIT to the extent and on the terms and conditions set forth in the TOS.
- ***Programmes:*** is the totality of all present and future programmes of the COMPANY indicating Activities and to which USERS may subscribe.

JOINING PROCEDURE

MODALITIES AND INFORMATION REQUIRED

The conclusion of the Contract only takes place with the prior reading and approval of the privacy policy (<https://www.hazelbit.ro/privacy>), the registration of the person concerned on the enabling App and/or Wallet (as the case may be), the confirmation procedure of the email entered by the USER for the creation of the Account and the adherence to the TOS by means of an electronic signature affixed by the USER with the ticking of the relevant consent box (so- called Point and Click procedure).

The Contract, once concluded, remains accessible in the reserved area of the 'Contracts' of the enabling App and/or in the reserved area of the Wallet (depending on the case).

With the completion of the indicated procedures, the USER accepts and confirms that he/she has read and understood all the clauses of the TOS.

For the purpose of registering the Account, the data subject must compulsorily provide the required statements and data. The person concerned undertakes to provide true, accurate and complete information during registration and to ensure that it is regularly updated; moreover, he/she is aware that failure to provide all the data in question and/or the lack of one or more of the required declarations will make it impossible for the COMPANY to accept his/her request to join these TOS.

The USER agrees to indemnify and hold the COMPANY harmless from any liabilities arising from false statements provided with culpable intent.

In particular, the person concerned shall:

- a) before communicating his/her personal data to the COMPANY, must declare that he/she has read and understood the privacy policy statement available at the following link <https://www.hazlebit.ro/privacy>) and, once registered, undertakes to read any subsequent updates or changes;
- b) if he/she is a natural person, he/she must always indicate: Name and Surname, Email of which he/she is the owner or has the legitimate use, Mobile Phone of which he/she is the owner or has the legitimate use, Fiscal Code and Country of fiscal residence and VAT number (when he/she is not a Consumer pursuant to Article 3 paragraph 1 letter a of the Consumer Code)
- c) if it is a legal person, it must always indicate Full name or company name and legal form, Email of which it is the owner or has the lawful use, Name and Surname of the current legal representative, Mobile Phone, Tax Code, VAT No. and Country of residence Tax No;
- d) he/she must declare that he/she complies with the individual conditions set out in the paragraph <Conditions and Limitations on the Admissibility of HAZELBITs > and

accept them;

e) if requested, he/she must correctly complete the identification and anti-money-laundering procedure (so-called Anti-Money-Laundering and Know-your-client), providing the data required by law and a valid identity document.

The USER is aware that the regulations on Utility Tokens are constantly evolving, both from a technological and a regulatory point of view, and therefore the COMPANY reserves the right

to ask the USER, at any time and if it deems it appropriate, for further information and/or further statements in order to allow the COMPANY to transfer the HAZELBITS and/or to allow the provision of the SERVICES. The request for information or declarations will be made by email to the USER (see paragraph <Notices to the User>), specifying the deadline and the manner in which the USER must provide them.

PROTECTION AND RESPONSIBILITY OF THE ACCOUNT

Upon successful completion of the registration procedure and joining the TOS, the USER will become the holder of a personal account ('Account'). Access will be by means of a personal login and password.

The USER undertakes to:

- a) not to disclose the information on the Account to anyone,
- b) not to pass it on to third parties
- c) prevent any undue and/or illicit use of it. For security reasons, under no circumstances may the Account details and/or passwords required to access it be shared with third parties,
- d) take all suitable, reasonable and appropriate measures to safeguard and protect its Account,
- e) promptly inform the COMPANY of any changes to the personal data provided at the time of registration (in particular, address, e-mail address, bank details, telephone number, etc.).

The USER acknowledges that he/she is solely responsible for maintaining the confidentiality and security of the Account and all activities that take place on or through the Account. Any breach of the security of the Account must be reported to the COMPANY immediately and in any case without delay.

The COMPANY shall not be liable for any damages, costs or expenses arising out of or as a result of the failure to or delay in notifying the breach, nor for any damages, costs or expenses arising out of or as a result of the conduct of the USER.

The USER is aware and accepts that, in the event of suspected misuse and/or any hypothesis of a breach of security of his/her credentials and/or any hypothesis of attempted fraud and/or undue access and/or breach of security of credentials (hereinafter referred to as 'Breaches'), he/she shall promptly inform the COMPANY of what has happened by sending an email to the computer support service at the address (info@hazlebit.ro), containing accurate, thorough and up-to-date information of what has happened. At the same time, the USER undertakes to take any and all reasonable and useful measures to reduce and manage security breaches. In the event that the USER fails to notify the COMPANY in a timely manner, the COMPANY cannot be held responsible either for the adequacy or timeliness of the measures taken, or for any damage caused to the USER as a result.

The USER is aware and accepts that:

(a) damages resulting from inaccurate and/or incomplete information provided cannot be imputed to the COMPANY; and

b) any damages resulting from access to the Account by unauthorised third parties, as a consequence of the breach by the USER of the security measures provided for and/or

recommended to be implemented in accordance with the rules of prudence, may in no case be imputed to the COMPANY; furthermore

c) any violation of the aforementioned provisions of this paragraph may result in the cancellation of the enabling App Account and/or Wallet according to the provisions of the paragraph <Deletion of Account and Termination of Relationship>.

The USER is aware that the rules governing Utility Token are constantly evolving, both technologically and from a regulatory point of view, and new regulatory provisions applicable to TOS may come into force after the registration of the Account, therefore the COMPANY reserves the right to ask the USER, at any time and if it deems it appropriate, for further information and/or further statements in order to allow the COMPANY to transfer the HAZELBITS and/or to allow the provision of the SERVICES. The request for information or declarations will be made by email to the USER, specifying the deadline and the manner in which the USER must provide them. Should the USER fail to provide the requested information and/or statements within the deadline specified by the COMPANY, the COMPANY is entitled to suspend the Account.

Notice of suspension is sent by email to the USER together with a warning that, if the USER fails to provide the information or statements requested within the new terms specified by the COMPANY, the COMPANY may terminate the Contract for breach of contract by the USER. Notice of cancellation of the Account will also be given by email. The consequences are regulated in the paragraph <Cancellation of the Account and Termination of the Contract>.

PROHIBITION OF MULTIPLE REGISTRATIONS

Only one Account is permitted per legal entity.

The natural person may activate a maximum of one Account as a Consumer and another Account as a Professional. It is understood that, in such cases, the individual Accounts must be associated with separate devices, it being prohibited to use an Account on a device other than the one with which it was associated at the time of registration.

In the case of multiple registration, the COMPANY may terminate the Contract by right in accordance with the paragraph <Account Cancellation and Contract Termination>. In any case, Accounts registered subsequent to the first will be deleted, with immediate loss of all Reward Utility Tokens obtained solely on the basis of the multiple registration.

RELATIONSHIP BETWEEN COMPANY AND USER

The participation in the Programmes and/or the obtaining of Reward Utility Tokens between the COMPANY and the USER does not constitute any kind of employment, service, association or corporate relationship. The participation of the USER in the Programmes is free, without imposing any obligation, and under his/her own

responsibility. The USER shall only be entitled to what is provided for in the Programmes and governed by these TOS in relation to the Reward Utility Tokens, without any further remuneration of any kind for his/her activity, nor any reimbursement of expenses and/or compensation.

Without prior express and written authorisation from the COMPANY, or in the absence of a specific contractual relationship, the USER is not authorised

a) to use logos, lettering, trademarks, slogans, domains, other marks and similar material of the COMPANY, including those relating to HAZELBIT;

b) to create, in written or electronic form, disseminate or make available to the public in any other form business cards, presentations, videos, audio files, screenshots, web content, multimedia content, flyers, brochures, websites, advertising documents, printed matter, mailings, homepages or the like relating to the COMPANY in order to express political, ideological or religious orientations or with the use of outrageous tones and terms or in any case exceeding the limits of objective and civil criticism

c) to organise information events, events, workshops, seminars, etc. concerning the COMPANY, its Programmes, Activities and HAZELBITs (including Reward Utility Tokens) and CCC tokens.

In any case, the USER is not authorised to:

(A) represent the COMPANY and make or receive representations to other Users or third parties;

(B) receive cash, nor collect sums in the name of and on behalf of the COMPANY.

Any culpable breach of the provisions of this paragraph shall entitle the COMPANY to terminate the Agreement as of right in accordance with the paragraph <Cancellation of Account and Termination of Agreement>.

LICENCE TO USE THE ENABLING APP AND WALLET

THE COMPANY grants the USER, for the duration of the registration, a free, non-exclusive licence to use the Enabling Apps in the version downloaded at the time of creating the Account. The COMPANY hereby commits to also granting a license for any modifications, enhancements, and updates that it may develop and make available to the USER during the term of the TOS under the same conditions provided herein.

The licence is granted only for the use of the SERVICES in accordance with the TOS.

The licence is only granted to the USER.

The USER is entitled to:- install the enabling APPs on any electronic device he/she has the lawful enjoyment of that is connected to his/her home network

- install the enabling Apps on any electronic device it has the lawful enjoyment of that is connected to its own network for business use;

make any number of copies of the enabling Apps for internal use only, unless expressly prohibited by the COMPANY

Furthermore, it is the USER'S responsibility to set up the hardware and application software required for the operation of the Enabling Apps, according to the instructions provided by the COMPANY (see paragraph <Description of Services>).

The COMPANY is and remains the sole owner and, as the case may be, the licensee of the Enabling Apps, excluding the open source components.

The USER is prohibited from:

to give third parties, for a consideration or free of charge, copies of the enabling Apps or parts thereof and their instructions, except in the case of open source;

modify, adapt, translate, de-compile, disassemble, carry out any reverse engineering operation aimed at discovering the source code of the enabling Apps;
sell the enabling Apps to third parties.

In case of violation of the obligations listed above under a-b-c), the COMPANY may delete the USER's Account and close the Wallet. For the transfer of the CCCs and HAZELBITS (including Reward Utility Tokens) already credited to another wallet, compliant with the Cosmos CW-20 standard, of which the USER is the legitimate holder, please refer to the provisions of the paragraphs <Cancellation of the Account and termination of the Contract> and <Consequences of Withdrawal or Termination of the Contract>.)

INDUSTRIAL AND INTELLECTUAL PROPERTY

The COMPANY reserves all intellectual and industrial property rights and related licences, including, without limitation, trademarks, patents, domain names, images, logos and symbols, including unregistered ones, codes, inventions, processes, evaluations, methods, software, structures, formulas, information, know-how. The USER may not use any intellectual or industrial property of the COMPANY, for any purpose whatsoever, without the prior written consent of the COMPANY. The USER who benefits from the SERVICES and purchases or receives HAZELBITS (including Reward Utility Tokens) does not acquire any ownership or licence rights with respect thereto, except with the express written consent of the COMPANY. Should the SERVICES provided to the USER consist of digital Services that enable the USER to create, transform, store or access his/her own or third-party data, or enable the USER to share data with others or make other alterations in digital format, the USER will be responsible for the use of such data and the COMPANY will have no rights over them, nor will it be liable to third parties or to the USER for their use by the USER.

By adhering to the TOS, the USER declares and guarantees that, when using the aforementioned digital Services, he/she will have full ownership or authorisation to use the data created, transformed, stored or accessed by him/her, or will have the right or authorisation to share them with others or to make other alterations in digital format, and will abstain from any infringement of the rights of others and from any use prohibited by laws, regulations or measures of the judicial or other public authorities.

By adhering to the TOS, the USER also declares that he/she authorises the COMPANY to store, transmit, format, duplicate and carry out the other operations indicated in the paragraph

<Description of the Services>) regarding the data used by the USER to benefit from the Contents or the Digital Services object of the SERVICES, if such operations are necessary for the correct and exhaustive provision of the SERVICES.

INFORMATION RELATING TO HAZELBITS (INCLUDING REWARD UTILITY TOKENS)

USE OF HAZELBITS

The USER may use HAZELBITS to receive the full SERVICES or, if and to the extent specified by the COMPANY for each SERVICES, a reduction in the relevant SERVICES price (discount).

In order to use HAZELBITS, the USER must register on the enabling App and/or Wallet (as the case may be) and use the functions of the enabling App and/or Wallet (as the case may

be). The USER is informed and accepts that every transaction concerning HAZELBITS can be carried out via the enabling App and/or Wallet (as the case may be). The use of digital wallets other than the Wallet is not permitted.

Each USER will be provided by the COMPANY with a Wallet to purchase, receive, hold, track, transfer and manage HAZELBITS. The Wallet provided will be compatible with the CW-20 COSMOS standard and can only be used to purchase, receive, hold, track, transfer and manage HAZELBITS and CCC tokens.

FEATURES OF HAZELBIT (INCLUDING REWARD UTILITY TOKENS)

The USER is aware and accepts that::

(a) HAZELBITS have a start and end date for their effectiveness and, outside of that period, are not redeemable for the purpose of receiving REWARDS, nor can they be transferred or assigned in any way;

(b) HAZELBITS are transferred by the COMPANY 'AS IS', without promise or guarantee of any features or functionality other than those set out in the TOS;

(c) HAZELBITS entitle the recipient to receive only the SERVICES (see paragraph <Description of Benefits> below)

(d) receiving HAZELBITS may have tax consequences for the USER and the USER is solely responsible for fulfilling any tax obligations associated with the receipt and/or possession of the HAZELBITS

(e) HAZELBITS may only be transferred to third parties with wallets that meet the CW-20 COSMOS standard;

(f) HAZELBITS transferred to third parties may only be used by such third parties after they have registered with the enabling app and created their own Account;

(g) HAZELBIT can only be transferred using CCC tokens. The amount of CCC tokens required for each HAZELBIT transaction is determined by the COMPANY;

(h) HAZELBITS are not a financial product or service and do not constitute a form of investment or financing. The TOS and all other documents referred to herein do not constitute prospectuses, quotations, investment offers, offers of securities or offers to exchange securities or commodities;

(i) HAZELBITS are neither a cryptocurrency nor intended as an e-money token (i.e. a type of crypto-asset that seeks to maintain a stable value by reference to the value of an official currency within the meaning of Art. 3(1) no. 7 MICAR), nor an asset-linked token (i.e. a type of crypto-asset which is not an e-money token and which purports to maintain a stable value by reference to another value or right or a combination of the two, including one or more official currencies within the meaning of Article 3(1)(6) MICAR);

(l) HAZELBITS do not constitute corporate participations, nor do they confer any patrimonial and/or administrative rights relating to the COMPANY. By way of example but not limited to, they do not confer any rights to dividends or to assets or income of the COMPANY, or reimbursements and liquidations, or rights to participate in shareholders' meetings or to vote or other financial or legal rights

(m) HAZELBITS are not currently convertible into official currency or cryptocurrency and

may not be convertible into such currency in the future. In particular, it is warned that HAZELBITs may never be listed on a Centralised Exchange (CEX) or Decentralised Exchange (DEX) and therefore no liquid exchange market for HAZELBITs may be established;

(n) HAZELBITs may only be listed on a Centralised Exchange (CEX) or Decentralised Exchange (DEX) if the COMPANY, or other Users, or other HAZELBIT holders establish a

liquidity pool with HAZELBITS and other crypto assets in the future. Even in the event that HAZELBITS are listed on a CEX or DEX in the future, they may be delisted at any time without any liability to the COMPANY even for the failure to trade HAZELBITS or their loss of value. The USER confirms, understands and accepts that if the HAZELBITS were to be listed in CEX or DEX, their value would be susceptible to market rules and could vary significantly, so that the HAZELBITS might even be worthless. The USER understands and accepts that the COMPANY cannot be held responsible for their market value, convertibility and/or liquidity.

By adhering to the TOS, the USER represents that he/she has received sufficient information regarding the functionality and characteristics of the HAZELBITS.

VALIDITY OF HAZELBITS (INCLUDING REWARD UTILITY TOKENS) AND DURATION OF THE PROGRAMME

HAZELBIT have a limited validity period and will expire on 31/12/2049. At least 30 days before the expiration of the validity period of the HAZELBIT, the COMPANY will send the USER a notification via the email address provided at the time of registration, informing them of the approaching expiration.

The USER is aware and accepts that:

a) once the HAZELBITS have expired, they can no longer be used to receive the COMPANY's SERVICES and/or to exchange them for other tokens of any kind; b) no refund and/or compensation can be claimed from the COMPANY for unused and expired HAZELBITS. Each Programme has a fixed duration.

Unless otherwise stated at <https://www.hazlebit.ro/rewards/>, the duration of the Programme is one year from the time of its creation by the COMPANY. It is at the COMPANY's sole discretion to extend and/or renew the duration period of each Programme.

CONDITIONS AND LIMITATIONS TO ADMISSIBILITY

The USER understands and agrees that in order to join the TOS, to participate in the Programmes, and to receive HAZELBITS (including Reward Utility Tokens) and SERVICES provided by the COMPANY, the USER must comply with the following conditions:

- a) be over 18 years of age
- b) have full legal capacity to enter into contracts and join the TOS
- c) have the authority to acquire or possess Utility Tokens according to the laws applicable in the jurisdiction where the USER has its residence or domicile or its registered office in the case of a legal entity
- d) if the USER is a legal person, the person acting in the name and on behalf of the same must have the relevant powers of representation according to the applicable law
- e) not to have been previously suspended or removed from membership of this TOS or from other contractual relationships with the COMPANY

- f) not have citizenship or registered office in countries that provide for the prohibition of concluding contracts for the purchase or transfer, even free of charge, of Utility Tokens, and/or the related nullity and/or annulment and/or illegality and/or specific and different conditions with respect to the laws governing the TOS, or that qualify the Utility Tokens as a financial product or cryptocurrency;
- g) not to act for the purpose of investment or speculation;

- (h) not to use the HAZELBITS for illegal activities;
- i) comply with applicable regulations, including anti-money laundering and terrorist financing (AML/KYC), where applicable.

*By joining the TOS, the USER declares that it complies with all the conditions of membership listed above.

The COMPANY has the right to implement the necessary measures to monitor the USER's compliance with the above conditions.

WALLET FEATURES

The USER is aware and accepts that the wallet provided by the COMPANY is a web wallet managed by the COMPANY (hosted wallet), the private keys of which are stored in the COMPANY's system and are not available to the USER. The latter may access any information relating to his or her wallet, as well as carry out any transactions by means of Account registration and use of login and password. For example, he/she will be able to carry out each transaction, check the balance of the HAZELBITS (and Reward Utility Token) and the transaction history.

The COMPANY will not be liable for any damage or failure to execute transactions and/or for their suspension caused by fraudulent, negligent, and/or culpable conduct of the USER and/or caused by the USER's violation of the TOS.

The COMPANY will not be liable for any damage, failure to execute transactions, and/or their suspension caused by the conduct or omissions of third parties. In particular, the USER is aware and accepts that:

access to the enabling App and/or Wallet (as the case may be) may be impaired or unavailable during periods of significant volatility or volume of data traffic. This may result in the inability to buy or sell for periods of time and may also result in delays in response times to the Enabling App and/or Wallet (as applicable);

although the COMPANY strives to provide an excellent service, it does not guarantee that the Enabling App and/or Wallet (as applicable) or other services on its platform, including the website, will be available without interruption and does not guarantee that any of the USER's commands/orders/requests will be executed, accepted, recorded or remain open.

PURCHASE OF HAZELBIT

The COMPANY may make HAZELBITS available to the USER for purchase. The purchase of HAZELBITS is possible subject to the creation of the Account and the use of the Wallet. The request to purchase HAZELBITS will be made in the manner indicated in the paragraph
<Purchase Procedure>.

The USER may purchase the maximum number of HAZELBITS equal to 9000 in total for

each Account.

The quantity of CCC tokens required for each HAZELBIT transaction is set by the COMPANY and is available at <https://www.hazlebit.ro/listinoprezzi>.

The purchase price of HAZELBITs and, if applicable, of CCC tokens is indicated in the current price list published on <https://www.hazlebit.ro/tokensale/>. Payment in official currency will be made by credit card, debit card, or bank transfer to the details also indicated on the link

<https://www.hazlebit.ro/tokensale/> , in the case of payment in cryptocurrency, this will be made by means of a transaction on the COMPANY's wallet available at the following link <https://www.hazlebit.ro/tokensale/>

The USER may purchase and receive HAZELBITs from the COMPANY by means of a transaction on its Wallet, following the instructions on the enabling App and/or Wallet (as applicable). Each transaction will be processed by the system at the latest within one business day following the request.

IMMEDIATE EXECUTION AND WAIVER OF WITHDRAWAL

The USER is informed that electronic transactions related to HAZELBITs (including Reward Utility Tokens) and CCC tokens are processed on the Commerce.network blockchain at the latest by the next business day after their completion.

By adhering to the TOS, the USER understands, requests and accepts that such transactions of HAZELBIT and CCC tokens are executed immediately and therefore during the withdrawal period of fourteen days from the conclusion of the Contract provided for, in favour of Consumers, by article 52 of the Consumer Code for distance contracts (i.e. contracts concluded without the physical and simultaneous presence of the Parties, as is the case for adhering to the TOS). The USER agrees to lose the right of withdrawal provided for in the aforementioned article.

By adhering to the TOS, the corporate USER understands, requests and accepts that such transactions of HAZELBIT and CCC tokens are executed immediately and that, once the order is confirmed, it is not permitted to withdraw from the purchase.

PURCHASE PROCEDURE

At the time of placing the order to purchase HAZELBIT (by pressing the button or similar function), the USER will be notified that it is a binding order requiring payment. With the purchase order, the USER authorizes the COMPANY to charge the costs of the requested transaction. Once the COMPANY has received the purchase request, it can no longer be revoked, even if the purchase has not yet been completed and/or registered in the system.

If the HAZELBIT purchase is unsuccessful due to a lack of funds, the enabling App and/or Wallet (as the case may be) will promptly report the unsuccessful outcome of the transaction requested by the USER. The COMPANY will send a confirmation email for each transaction. Each USER undertakes to:

a) regularly check the outcome of each transaction relating to HAZELBITs, so as to identify and trace any transaction that is incorrect and/or incomplete (by way of example, but not limited to the allocation of HAZELBITs that do not correspond to the price)

b) undertakes to report any transaction irregularities to the COMPANY without any delay and in any case within 2 days of their discovery and in any case no later than 5 days after the completion of the relevant transaction. Late reporting of incorrect and/or incomplete transactions beyond the above-mentioned deadlines will result COMPANY's inability to resolve the issue.

UNAUTHORISED OR INCORRECT TRANSACTIONS

If a HAZELBIT purchase is made using the USER's Account, the COMPANY will deem this to be an authorised transaction, unless the COMPANY receives notification to the contrary (e.g. a notification from the USER that the transaction has not been authorised) prior to the completion of such transaction and/or registration of the transaction on the system.

If a USER believes that a Wallet transaction has been carried out without authorisation, or if a USER has reason to believe that a Wallet transaction has been carried out incorrectly or incompletely by the COMPANY, the USER undertakes to contact the COMPANY immediately, and in any case without delay.

Each USER undertakes to regularly check the results of each transaction, in order to identify any unauthorised and/or incorrect and/or incomplete transaction, and undertakes to notify the COMPANY of any such occurrence without delay and in any case within 2 days of its discovery.

Each USER is aware and accepts that late reporting of unauthorised and/or incorrect and/or incomplete transactions beyond the above deadlines will result in the COMPANY being unable to eliminate the problem.

Liability on the part of the COMPANY for any damage resulting from unauthorised and/or incorrect and/or incomplete operations is excluded if it results from failure and/or delay in reporting by the USER.

SERVICES PROVIDED BY THE COMPANY DESCRIPTION

OF THE SERVICES

Under the conditions set out in the TOS, the USER has access to the PERFORMANCES set out below:

The right to receive NFTs representing a Real Property (RWANFT) of a specific plan located at the specific coordinates

The specific functionalities and technical characteristics of each SERVICE, the related delivery methods to the USER, the technological equipment with which the USER must be provided, the methods of related installation or activation and the limitations of use are described and published on the price list page <https://www.hazlebit.ro/listinoprezzi> and refer to the versions available at the time of requesting the SERVICE.

Some of the services and content provided may be based on geolocation systems and/or recognition based on the USER's biometric criteria. . Where geolocalisation or biometric systems are used, the data are processed by the COMPANY exclusively for the purpose of providing the SERVICES and fulfilling its legal obligations. For information on the processing of personal biometric or geolocalisation data and the collection of the USER's consent, please refer to the reading and approval of the privacy policy (<https://www.hazlebit.ro/privacy>).

Exclusive supply is excluded. This means that other users may also access the same services and digital content before, during and after the term of the contractual relationship between the Parties.

LIMITATIONS AND PROHIBITIONS

The USER is informed and accepts that the SERVICES are intended only for subjects having their residence, or seat, or domicile in one of the member states of the European Community, therefore, by joining the TOS, he/she declares to have residence, or seat, or domicile within these borders.

The USER who is a natural person is informed and accepts that the SERVICES are intended exclusively for adults (according to art. 2, paragraph 1 of the Civil Code), therefore, by joining the TOS he/she declares to be an adult and to have the capacity to act in order to join the TOS.

The USER is informed and accepts that the SERVICES are intended exclusively for Consumers; therefore, by agreeing to the TOS, the USER declares that they fall into this category.

The USER is informed and accepts that the SERVICES are intended exclusively for Professionals, therefore, agreeing to the TOS, the USER declares that they fall into this category.

The enjoyment of the SERVICES is intended exclusively for the USER.

The USER is hereby informed and accepts that the COMPANY shall not be held liable for non- performance or damages, including to third parties, in the event of untrue statements and/or unauthorised use

ACCESS TO BENEFITS

To access the SERVICES, without prejudice to the other provisions of the TOS and any specific agreements between the Parties, the USER is informed and accepts that they must:

- follow the accession procedure described above in the paragraph <Modes and Information Required>,

after joining, select the Digital Content or Digital Service of interest, sending the order according to the procedure indicated on the purchase page

- use the quantity of HAZELBIT indicated, for each SERVICE, in the price list in force at the time the request is made and which is published on <https://www.hazlebit.ro/listinoprezzi>;

- if applicable, also pay the amount in official currency or cryptocurrency indicated in the price list published on <https://www.hazlebit.ro/listinoprezzi> and, in this case, before confirming the order, the forwarding function indicates the phrase 'order with obligation to pay', or similar.

Attention, the USER must

- use HAZELBITs within their period of validity as stipulated above under <Validity period of HAZELBITs and the Programme>;

- use the HAZELBITs before the Account is disabled pursuant to the

paragraph

<Consequences of Withdrawal or Termination>.

If, in addition to the use of HAZELBITS, a price is to be paid for the service, payment in official currency will be made by credit card, debit card, or bank transfer to the details specified at <https://www.hazlebit.ro/listinoprezzi>, whereas payment in cryptocurrency will be made by means of a transaction on the COMPANY's wallet at <https://www.hazlebit.ro/listinoprezzi>.

Access to the SERVICES is considered fulfilled when the COMPANY allows the USER to use them or puts the USER in a position to start the installation or activation procedure aimed at

using the service or digital data, in cases where such a procedure is provided on the purchase page.

The access of the USER to the SERVICE, as specified above, must take place within the time period indicated on the purchase page, after which the COMPANY cannot be held liable for the non-delivery or delayed delivery of the SERVICE, or for the non-compliance of the SERVICE with the description provided on the purchase page.

If the conditions of access are met, the USER will receive the PERFORMANCE within 7 seconds from the validation of the transaction transferring to the COMPANY the quantity of HAZELBIT indicated in the current price list and from the crediting of the payment in cryptocurrency or official currency, if applicable.

DURATION OF SUPPLY

The COMPANY's obligation to provide the SERVICE ends in a single act, at the moment the USER accesses it, unless the SERVICE is provided for a continuous period. The price list page <https://www.hazlebit.ro/listinoprezzi> lists the continuous supplies and their duration.

The USER is informed and accepts that the COMPANY reserves the right to modify the SERVICES in the case of continuous supplies, if this is necessary to ensure that they are up- to-date or comply with the characteristics and use stipulated in the TOS and any special agreements, and/or the law, existing technical standards and applicable industry codes. Furthermore, the COMPANY reserves the right to make changes to these services.

In the cases provided for above, the modification of continuous SERVICES will be made at no additional cost to the USER.

Should such a change adversely affect the USER's use or access to the SERVICE, and unless the consequences are negligible, the USER shall be entitled to withdraw from the provision, free of charge, within 30 days of receipt of the COMPANY's prior notice of change or, if the notice is later, from the time of the change. The notice of withdrawal shall be sent to the addresses indicated below, in the paragraph <Notices to the Company for Complaint and Withdrawal> .

RENEWAL OF SUPPLY

In the case of continuous supplies, the COMPANY will send the USER a notice, at least 30 days before the relevant expiry date, containing details of how to proceed with any renewal, with the current tariff and the duration of the renewal, if different from the previous one. The notice shall be sent to the addresses indicated by the USER as provided in the paragraph

<Notices to the User>.

If the access conditions are still active, in accordance with the provisions of the paragraph

<Access to Services>, the USER may renew the supply according to the instructions indicated in the notice and must make the transaction in HAZELBIT and payment of the

price, if any, envisaged in the price list before midnight on the last day of expiry. The renewal shall take effect when the COMPANY has received the HAZELBIT credit and the official or cryptocurrency price in the list price, if any.

Tacit renewal is excluded, therefore, in the event of non-renewal, the SERVICE shall cease on the scheduled expiry date.

IMMEDIATE PERFORMANCE AND WAIVER OF WITHDRAWAL

The USER is informed that the SERVICE is processed within 7 seconds from the validation of the transaction that transfers to the COMPANY the amount of HAZELBIT (including Reward Utility Tokens) foreseen in the price list and from the crediting of the payment, if any, as foreseen in the paragraph <Access to Benefits>.

By adhering to the TOS, the USER understands, requests and accepts that the provision of the SERVICES will begin immediately and therefore during the withdrawal period of fourteen days from the sending of the supply order provided for, in favour of Consumers, by article 52 of the Consumer Code for distance contracts (i.e. contracts concluded without the physical and simultaneous presence of the Parties, as is the case for adhering to the TOS) and accepts to lose the right of withdrawal provided for by the aforementioned article.

By adhering to the TOS, the USER understands, requests and accepts that these SERVICES are executed immediately and that, once the supply order has been sent, it is not permitted to withdraw from the purchase.

DURATION OF THE WARRANTY AND NOTIFICATION OF NON-CONFORMITY

The COMPANY warrants that, at the time of access by the USER, the requested SERVICE has the qualities, features, functionality, compatibility and interoperability requirements indicated in the paragraph <Performance Description> and that it is suitable for the uses indicated in the same paragraph.

The COMPANY shall be liable for conformity defects that become apparent or apparent within 2 years from the date of access to the SERVICE or from the installation of updates notified to the USER by the COMPANY. The action to assert these defects, if they are not fraudulently concealed by the COMPANY, shall expire within 26 months from the date of access to the SERVICE or from the installation of the updates notified to the USER.

In the case of continuous supply, the guarantee shall be due if the non-conformity occurs during the period during which the SERVICE is to be supplied in accordance with the TOS. The action to assert these defects, if they are not maliciously concealed by the COMPANY, shall be time-barred within 26 months from the last act of supply.

The COMPANY shall be liable for conformity defects within the warranty period stipulated by law (12 months, in the case of a sale or work contract, and 24 months, in the case of a contract), unless, at the time the order for the SERVICE was sent, they were not easily recognisable and/or known to the USER. The warranty begins from the date of access to the SERVICE or from the installation of updates notified to the USER by the COMPANY itself. Once the discovery has been made, the USER must report it,

under penalty of forfeiture, within the legal terms (8 days from discovery, for sales, and 60 days from discovery, for contracting), except if the COMPANY has acknowledged the existence of conformity defects or has concealed them. Other legal provisions remain unaffected.

In the case of continuous supply, the guarantee shall be due if the defects occur during the period during which the SERVICE is to be provided in accordance with the TOS. The action

to assert these defects, if they are not maliciously concealed by the COMPANY, shall be prescribed within the warranty period from the last act of supply.

The complaint must be made in the manner indicated in the paragraph <Communication to the COMPANY of Complaint or Withdrawal>.

Excluded from this guarantee are conformity defects attributable to the USER due to the use or installation of the enabling apps in a way that does not comply with the instructions provided by the COMPANY (paragraph <Service Description>), or due to unauthorised modification by the USER or third parties not acting on the instructions or with the written authorisation of the COMPANY, or due to the incorporation of the enabling apps into other programmes.

Furthermore, no guarantee is due when the conformity defects are due to interruptions or suspensions of the Internet network, or to malfunctions of the software/hardware or other technological equipment and supports of the USER, or to the incompatibility of said equipment and supports with the technical indications provided by the COMPANY (paragraph <Service Description>), or to incorrect integration in the digital environment of the USER that is not due to lack of instructions, or in case of integration carried out by the COMPANY, or under its responsibility (paragraph <Service Description>).

REMEDIES FOR NON-DELIVERY

If the COMPANY has failed to provide the Digital Content or the Digital Service in accordance with the TOS, the USER shall invite the COMPANY to provide the Digital Content or the Digital Service by notice in accordance with the paragraph <Notices to the Company of Claim or Termination> .

If the COMPANY again fails to provide the Digital Content or the Digital Service within the reasonable period of 14 days or within a further period expressly agreed by the Parties, the USER has the right to terminate the supply by notice in accordance with the paragraph

<Notices to the Company to Complain or Withdraw>.

In any case, the USER has the right to terminate the supply immediately if:

- a) the COMPANY has declared, or it is equally clear from the circumstances, that it will not supply the Digital Content or the Digital Service;
- b) the PARTIES have agreed, or it is evident from the circumstances accompanying the order for the supply of the SERVICE, that a specific time for the supply is essential for the USER and the COMPANY fails to supply the Digital Content or the Digital Service by or at such time. If the USER terminates the order for provision of the SERVICE in accordance with the provisions of this paragraph, the USER is entitled to a free refund, within 14 days of receipt of the notice of termination and by the same means used by the USER in the initial transaction, of all HAZELBIT (including Reward Utility Tokens), all CCC tokens and all payments received.

If the supply order provides for the provision of the Digital Content or Digital Service in exchange for payment of a price and for a period of time, and the Content or Digital Service has been compliant for a period of time prior to termination, the COMPANY shall refund to the USER, within 14 days of receipt of the notice of termination, only the portion of the amount paid corresponding to the period during which the Content or Digital Service was not compliant and any portion of the price paid in advance by the USER relating to the period of the SERVICE duration remaining if the order had not been terminated.

REMEDIES FOR CONFORMITY DEFECTS

In the event of a lack of conformity of the SERVICE, the USER is entitled to the restoration of conformity, or to receive a reasonable reduction of HAZELBIT (including Reward Utility Tokens) and CCC tokens, or of the price if applicable, or to the termination of the supply on the basis of the conditions set out in this paragraph.

The USER is entitled to have the conformity of the SERVICE restored, unless this is impossible or would impose costs on the COMPANY that would be disproportionate, taking into account all the circumstances of the case and, in particular, the following: (a) the value that the Digital Content or Digital Service would have in the absence of the conformity defect; and (b) the extent of the conformity defect.

In this case, the COMPANY will bring the Digital Content or Digital Service back into conformity within a reasonable period of 7 days from the time it was informed by the USER of the conformity defect, by means of a communication in accordance with the paragraph

<Communications to the Company for Complaints or Withdrawal>, without cost and without significant inconvenience, considering the nature of the Digital Content or Digital Service and the intended use thereof.

The USER is entitled to a reduction in HAZELBIT (including Reward Utility Tokens) and CCC tokens (or price if applicable) proportional to the decrease in value of the Content or Digital Service provided, compared to the value it would have had if it had been compliant. If it is stipulated that the SERVICE must be provided for a certain period in exchange for the payment of a price, the price reduction shall apply to the period of time during which the SERVICE was not compliant.

The USER shall be entitled to a proportional price reduction if the SERVICE is provided in exchange for the payment of a price, or to the termination of the order in any of the following cases

- (a) the remedy of restoration of conformity is impossible or disproportionate,
- b) the COMPANY has failed to restore conformity within the time limits set out in the preceding subparagraphs,
- c) a lack of conformity appears, despite the COMPANY's attempt to restore conformity of the Digital Content or Service
- d) the lack of conformity is so serious as to justify an immediate price reduction or termination of the supply order; or
- e) the COMPANY has declared, or it is equally clear from the circumstances, that it will not restore the conformity of the SERVICE within the reasonable period of time indicated in the previous paragraphs or without significant inconvenience to the USER.

The USER does not have the right to terminate the provision if the lack of conformity is of minor significance. The burden of proof that the lack of conformity is minor lies with the COMPANY.

EXCLUSIONS OF LIABILITY OF THE COMPANY

The COMPANY shall be liable only and limitedly for its failure to fulfil its obligations under the TOS. The COMPANY shall not be liable for the non-execution or delayed execution of token transactions (HAZELBIT, Reward Utility token and CCC token), or for the non-execution or delayed execution or non-compliance of the SERVICE and/or for any damages that are

caused by the violation of the TOS or other fraudulent and/or negligent conduct of the USER or third parties or by unforeseen, unforeseeable events or circumstances beyond its control. In particular, by way of example but not limited to:

(a) the COMPANY will not be liable for any unauthorised and/or incorrect and/or incomplete transaction communicated to it after the deadlines and/or in a manner different from those stipulated in the TOS;

b) the COMPANY shall not be liable for malfunctions, delays, suspensions in the provision of the SERVICE and/or transactions of HAZELBITS, CCC tokens and/or the Programmes that are due to

- interruptions in the USER's access to the internet;
- other technical and electronic failures (i) during a data transmission over the Internet, as well as (ii) during the use of sites or apps that are not the COMPANY's, or mobile terminal applications to the extent that such failures are outside the scope of the COMPANY's responsibility;
- technical or electronic faults preventing the USER from registering if not the fault of the COMPANY (e.g. tracking faults and consequent loss of data)
- technical or electronic failures preventing the transaction of HAZELBITS or CCC tokens, or the execution of Activities or the allocation of Reward Utility Tokens if not attributable to the COMPANY;
- unavailability of the USER's mobile networks or terminals
- malfunctioning of the USER's mobile terminals;
- incompatibility of the USER's equipment and technological supports with respect to the technical indications provided by the COMPANY, or in any case by incorrect integration into the USER's digital environment that is not due to lack of instructions or in case of integration carried out by the COMPANY, or under its responsibility
- damage and/or interruptions to electronic communications, transactions, Activities or Programmes or SERVICES of any kind resulting from computer viruses or other harmful codes that may affect the USER's computer or other equipment, including any phishing, spoofing or other attacks.

In order to avoid such occurrences, we recommend the use of screening and prevention software for computer viruses and other malicious activities that are properly updated and reliable.

The User is also informed that they may be subject to attacks and malicious activities, including, but not limited to, spoofing or phishing, cryptolocker, social engineering, or malware. Therefore, they commit to paying appropriate and adequate attention to every message, email, and communication that appears to come from the Company

COMMUNICATIONS AND REQUESTS TO THE COMPANY

The contact details indicated below serve to contact the COMPANY quickly and to make the management of the relationship between the Parties more efficient. Their indication does not constitute an election of domicile of the COMPANY within the meaning of Article 47 of the Civil Code.

For general information or commercial requests: E-mail:

info@hazlebit.ro, For technical assistance: E-mail: info@hazlebit.ro,

COMMUNICATIONS TO THE COMPANY
COMPLAINT AND WITHDRAWAL

The USER is informed and accepts that communications (or complaints) for reporting non-conformities or delays in the provision of the SERVICES must be made to the following E-mail: info@hazlebit.ro,

The USER is hereby informed and accepts that notices of withdrawal or termination of the provision of the SERVICES and/or of the Contract must be made, under penalty of invalidity, in the following manner, and their indication does not constitute an election of domicile of the COMPANY in accordance with Article 47 of the Civil Code: E-mail: info@hazlebit.ro,

COMMUNICATIONS TO THE USER

Unless otherwise provided for by law or by these TOS, the USER expressly agrees to receive all communications (including those of an accounting nature or relating to the termination or suspension of the Account and/or the Contract) by email to the address indicated at the time of registration and creation of the Account or to the different address subsequently communicated by the USER.

The USER is aware that any withdrawal of consent to be contacted as above could hinder the provision of the services requested or negatively affect the characteristics of the service.

The above-mentioned contact details serve to contact the USER quickly and to make the management of the relationship between the Parties more efficient. Their indication does not constitute an election of domicile on the part of the USER pursuant to Article 47 of the Civil Code.

GENERAL PROVISIONS

PARTIAL INVALIDITY OR INEFFECTIVENESS

Should one or more of the provisions of the TOS be annulled or declared null and void or ineffective according to law, the validity and/or effectiveness of the remaining provisions shall remain intact.

DURATION OF THE TOS

The TOS shall be effective from the time of completion of the accession procedure (see section

<Accession Procedure> and the same duration as the HAZELBITs indicated in section

<Validity of HAZELBITs and duration of the

Programme>. ## UNILATERAL AMENDMENTS OF THE

TOS

The COMPANY may make changes to the TOS upon notice to the User by means of the email indicated with the creation of the Account only in the event that such changes to the TOS are necessary in order to adapt their rules to the regulations and/or to the evolution of blockchain and token technology. The communicated changes are deemed to be accepted by the User, if the User does not object in writing to the COMPANY's email (info@hazlebit.ro) within 30 days of receipt of the relevant notice of change. In the communication, the COMPANY will draw the attention of the USER to the expiry of the deadline and to the fact that the changes will be deemed accepted if the USER does not object, by email, within the deadline.

The USER shall have the right to withdraw from the contract without any costs or charges to him/her, if he/she objects within the term and in the manner indicated. The consequences of

withdrawal are set out in the paragraph <Consequences of Withdrawal or Termination of Contract>.

The COMPANY may make changes to the TOS upon notice to the USER by means of the email indicated when the Account was created. The communicated changes are deemed to be accepted by the User, if the User does not object in writing to the COMPANY's email (info@hazlebit.ro) within 30 days of receipt of the relevant notice of change. In the communication, the COMPANY will draw the attention of the USER to the expiry of the deadline and to the fact that the changes will be deemed accepted if the USER does not object, by email, within the deadline.

The USER will have the right to withdraw without any costs or charges if they object within the time and in the manner indicated. The consequences of the withdrawal are outlined in the paragraph <Consequences of Withdrawal or Termination of the Contract>

PRE-CONTRACTUAL INFORMATION OBLIGATION

For contracts concluded without the physical and simultaneous presence of the Parties (so- called distance contracts), as is the case with the USER's adherence to the TOS, the law requires that the Consumer, before being bound, receive a series of information on the Professional, on the main contractual rights and obligations of the Consumer and on the characteristics of the contractual services (Article 49, paragraph 1, and Article 51 of the Consumer Code).

This information is already formulated in the various paragraphs of the TOS and for the sake of clarity and simplicity of exposition is summarised below:

- the main characteristics of the HAZELBITs are set out in the paragraph <Information Relating to HAZELBITs (including Reward Utility Tokens)> and the main characteristics of the SERVICES are set out in the paragraph <Description of the SERVICES >;
- the identity of the COMPANY, the geographical address where it is established and the electronic address that enables the USER to quickly contact and effectively communicate with the COMPANY are set out in the following paragraphs: <Application Scope>, <Account Protection and Responsibility>, <Communication and Requests to the Company>;
- the geographical address of the registered office of the COMPANY to which the USER may address any complaints: <Communication to the Company of Complaint and Withdrawal> and <Unilateral Changes of TOS>;
- the purchase price and payment method for HAZELBITs and the payment method for CCC tokens, if any, is indicated in the paragraph <Purchase of HAZELBITs> and the price, if any, and payment method for the provision of Services is indicated in the paragraph <Access to Services> ;

- the cost of using the means of distance communication for the conclusion of the Contract when such cost is calculated on a basis other than the base rate.
- the manner and timing of access to the BENEFITS are set forth in the paragraphs
<Description of Benefits>, <Access to Benefits> and <Immediate Performance and Waiver of Withdrawal>;

- the manner and timing of transactions of HAZELBITs and Reward Utility Tokens are set forth in the paragraphs <Use of HAZELBITs>, <Licence to Use the Enabling Apps and Wallet> and <Instant Execution and Waiver of Withdrawal>;
- the information that the USER will not benefit from the right of withdrawal within 14 days from the conclusion of the Contract for HAZELBIT and CCC token transactions pursuant to Article 59 of the Consumer Code is provided in the paragraph: <Immediate Execution and Waiver of Withdrawal>;
- the information that the USER will not benefit from the right of withdrawal within 14 days from the sending of the order for the provision of the PERFORMANCE pursuant to Article 59 of the Consumer Code is made in the paragraph: <Immediate Performance and Waiver of Withdrawal>;
- reminder of the existence of the legal warranty of conformity for the SERVICES: paragraph <Duration of Warranty and Complaint of Non Conformity>;
- if applicable, the existence and the conditions of after-sales assistance, after-sales services and commercial guarantees
- the existence of relevant codes of conduct, as defined in Article 18(1)(f) of this Consumer Code, and how copies can be obtained, if applicable
- duration of the TOU: see sections <Duration Of TOU> and <Validity Of HAZELBITs (Including Reward Utility Tokens) AND Programme Duration>;
- duration of HAZELBITs: under the paragraph <Validity of HAZELBITs (Including Reward Utility Tokens) AND Duration of the Programme>;
- duration of the SERVICES: at paragraph <Duration of the Supply>;
- the functionality of the Digital Content and Digital Services, including applicable technical protection measures: paragraph <Service Description>;
- compatibility and relevant interoperability of the Digital Content and Digital Services, of which the COMPANY is aware or can reasonably be expected to have become aware, if applicable: paragraph <Service Description>;

CANCELLATION OF ACCOUNT AND TERMINATION OF CONTRACT

The COMPANY is entitled to terminate the Contract by right, pursuant to Article 1456 of the Italian Civil Code, if the USER commits any of the following violations of the provisions of these TOS

- makes multiple account registrations;
- performs actions and/or statements intended to represent the COMPANY to third parties;
- receives official or cryptocurrency on behalf of the COMPANY;
- uses logos, inscriptions, trademarks (whether registered or not) or intellectual or industrial property rights of the COMPANY without the written authorisation of the COMPANY
- organise events or manifestations concerning the COMPANY and/or HAZELBIT

without written authorisation from the COMPANY

- perform any of the actions specified in the paragraph <Relationship between the COMPANY and the User> under b) without written authorisation from the COMPANY;

In such cases, the Contract is dissolved when the User receives a notice from the COMPANY (by pec or registered ar or other means giving proof of receipt) stating that it is availing itself of the express termination clause. This is without prejudice to compensation for any damages.

Apart from the cases provided for in the previous paragraph, the COMPANY is entitled to terminate the Contract for serious breach of contract by the User in accordance with Article 1453 of the Civil Code, subject to prior notice of default by e-mail or registered letter or other means giving proof of receipt, which is not remedied by the User within the following 15 days. This is without prejudice to compensation for any damage to the economic interests and/or commercial reputation of the COMPANY.

The USER undertakes to indemnify and hold the COMPANY harmless in respect of any liability and/or damage, including defence costs in the event of claims by third parties, arising from its culpable breach of contract.

Upon termination of the contractual relationship, the provisions of the paragraph

<Consequences of Withdrawal or Termination of Contract> shall apply.

Furthermore, the USER is aware and accepts that the COMPANY may as the case may be

(a) refuse to complete, or block, or cancel a transaction authorised by the USER (even after the funds have been credited to the Wallet), or (b) suspend, restrict or terminate access to one or all of the Programmes and/or (c) deactivate and delete the Account, for the following reasons

- the COMPANY is required to do so, in its reasonable opinion, by law, regulation or a judicial or other public authority order
- the USER is acting in violation of the provisions of the TOS set out above in this paragraph;
- the COMPANY has reasonable suspicion that a transaction is incorrect;
- the COMPANY has reasonable suspicion that the security of the Account has been breached;
- the COMPANY has reasonable suspicion that programmes are being used in a fraudulent or unauthorised manner;
- the COMPANY suspects money laundering, terrorism financing, fraud or any other financial crime;

- the COMPANY has detected irregularities associated with the activity of the Account;

In the event that the COMPANY takes any of the above measures (i.e. refuses to complete a transaction and/or suspends or terminates the Account, and/or suspends, limits or prohibits access to one or more Programmes), the COMPANY will send the USER an email to inform them of the action taken and the reasons for the refusal, or suspension, or termination, and, if applicable, the procedure to be followed by the USER to correct any errors and/or conduct that led to the above refusal, suspension, or termination.

In the event that the USER fails to do as requested or in the event that the measure taken by the COMPANY is not revocable or withdrawn, the measure shall become final.

In the event that the USER duly complies with the COMPANY's request and the impediments have ceased to exist, the COMPANY will revoke its decision and/or complete the transaction (as the case may be) as soon as reasonably possible. In any case, the COMPANY is not obliged to allow the USER to reinstate a transaction at the same price or under the same conditions as the suspended or cancelled transaction.

Any liability of the COMPANY that has acted in accordance with the provisions of the TOS is excluded.

CONSEQUENCES OF WITHDRAWAL OR TERMINATION OF THE CONTRACT

Once the USER has made a withdrawal in the cases provided for in the TOS or the Contract has been terminated for one of the reasons stated in the TOS, the following provisions shall apply

- the COMPANY will cancel the Account and will give prior notice to the USER by email, indicating the date of termination of the Account;
- from the date of termination of the Account, the USER will no longer be authorised to use the enabling App or the services connected and/or linked to it and/or the Wallet, except for access for the sole purpose of using HAZELBITS for SERVICES in accordance with the provisions of points -c), -d) and e);
- except in the case of termination of the Contract due to non-fulfilment by the USER, the latter may use the HAZELBITS for the provision of the SERVICES within and no later than 30 days from the termination of the Account, without prejudice to the rules of use indicated in the TOS. After this period has expired, the USER may no longer place any order for SERVICES with the COMPANY;
- The USER is responsible for transferring the HAZELBIT and CCC present in their Wallet to another digital wallet compatible with the COSMOS CW-20 standard within and no later than 30 days from the expiration of the Account. After this period, the User will lose any ability to access their Wallet and to make any transactions on it. The COMPANY will be authorized to re-credit the HAZELBIT and CCC to its own wallet, without this giving rise to any right to compensation, indemnity, or reimbursement from the COMPANY in favor of the User;
- except in the event of termination of the Contract due to non-performance by the USER, in the event that the SERVICES are provided via the enabling App, the termination of the Account will not take place until the provision to the USER has been fully executed.

APPLICABLE LAW

For what is not provided for in these TOS and in the eventual particular agreements agreed between the Parties, the Italian Law shall apply.

DISPUTE RESOLUTION

The European Commission provides an online dispute resolution platform, which you can access via this link: <https://ec.europa.eu/consumers/odr/>. Should you wish to bring a matter to our attention, please inform us by using the Contact Us function.

The translation from Italian into English is:

For any disputes that are not resolved through ADR, the court of the USER's place of residence or elected domicile will have exclusive jurisdiction, if the USER is a Consumer.

For any disputes that are not resolved through ADR, the competent court will decide according to the ordinary legal criteria if the dispute involves a company.