

TERMS OF USE AND PRIVACY PROVISIONS FOR STRAPE

1 APPLICABILITY AND PARTIES

- 1.1 'Strape' is a payment service based on Bitcoin (hereinafter also referred to as the 'Strape App' and/or 'Strape Account') that may be used by you as an app on your mobile phone. These terms of use and privacy provisions (hereinafter referred to as 'Terms') form the agreement between you and us that governs your use of Strape. By downloading, activating and using the Strape App you acknowledge that you have read, understood and agree to be bound by these Terms.
- 1.2 Strape is provided by Vlinderstorm B.V. registered in the Amsterdam Trade Register under the registration numbers 61132381, located at Molslaan 14, 2611 RM Delft, the Netherlands, in cooperation with Bitmymoney B.V. ('Bitmymoney'), registered in the The Hague Trade Register under the registration number 57879435, located at Olof Palmestraat 6, 2616 LM Delft, the Netherlands (herein collectively referred to as 'we', 'us' 'our'). Our e-mail address is hello@stra.pe and you may find more information about us on our websites www.stra.pe and www.bitmymoney.com.

2 OUR SERVICES

- 2.1 The Strape App is a mobile phone application that you can use for payment transactions between you and other Strape users through a virtual account ('Wallet') with a balance in Bitcoin.
- 2.2 A Strape Account with a Wallet is created in our systems upon first use of the Strape App on a specific mobile phone, and both the Strape App and the Strape Account are uniquely and securely bound. All user data is securely stored in the Strape Account, and is exclusively accessed and managed through the accompanying Strape App. Consequently, the Strape App requires an active data connection to be used.
- 2.3 A Strape Account may have an accompanying Bitcoin Exchange Account. This Bitcoin Exchange Account is created in the systems of Bitmymoney upon first use of the Exchange in the Strape App, and both the Strape Account and the Bitcoin Exchange Account are uniquely and securely bound. All Bitcoin Exchange transactions initiated in a Strape App are exclusively serviced through the accompanying Bitcoin Exchange Account.
- 2.4 You acknowledge and agree that with activating the Strape App you specifically request us to provide you with the Strape service, and as such the right of withdrawal of article 6:230o BW does not apply to the activation and your use of the Strape App.

3 DOWNLOADING AND ACTIVATING THE STRAPE APP

- 3.1 You must download the Strape App from an application store that is approved by us, currently limited to the Apple App Store and the Google Play store, and install it on your mobile phone.
- 3.2 To activate and use your Strape App, you must have a supported mobile phone with a mobile number (e.g. a smartphone), an email address, and an active mobile data connection.
- 3.3 Upon first use of the Strape App on your mobile phone, the accompanying Strape Account that will hold your data is created in our systems, and a secure connection is set up between them.
- 3.4 During the activation:
 - a. We request and verify your mobile phone number by a means of an SMS verification message, and your email address by means of a verification email;
 - b. We may provide you the option to restore an existing Strape Account for the same mobile number by entering the Strape PIN Code of this Strape Account;
 - c. We ask permission for using push notifications used to trigger events in your Strape App, which are necessary for the optimal use of the Strape App;

- d. We ask permission for using your current location data to enhance security and provide location-based services and reports. You can turn off this functionality at any time by turning off the location services settings for the Strape App on your phone, and
 - e. We ask you to choose and confirm your own 5-digit Strape PIN Code, that is used to access to Strape App and to confirm all Strape transactions that require such PIN confirmation.
- 3.5 You ensure that any information we collect about you is correct and remains valid. You can change all your details through Settings in your Strape App.

4 USING THE STRAPE APP

- 4.1 Your Strape App on your mobile phone is personal and may only be used by you. You are not allowed to share your Strape ID or Strape PIN Code with others, and you should not write them down or store them on your mobile phone, and you are liable for any damage resulting from any unauthorized use of your Strape App.
- 4.2 When using the Strape App, you shall:
- a. Only use the Strape App for private purposes and pursuant to these Terms;
 - b. Only pay with the Strape App that relate to bona fide interactions or transactions;
 - c. Comply with all applicable laws and regulations;
 - d. Not use the Strape App in any manner inconsistent with these Terms;
 - e. Not use the Strape App to share unsolicited messages or content, repeat or mass requests or harass others or interfere with other's rights;
 - f. Not interfere with or hack into (the security of) the Strape App and our systems, or insert malicious code into the Strape App or using the Strape App in a way that could damage or disable the Strape App, our systems or its security, or interfere with others; and
 - g. Not collect, collate or harvest any information or (personal) data from the Strape App or our systems or attempt to use such information or (personal) data for any commercial or non-personal use such as marketing or promotional activities or sharing of such information or (personal) data with third parties.

5 PROCESSING OF PERSONAL DATA

- 5.1 By your activating and using of the Strape App, we may, as data controller, process certain personal data that you or others have provided to us about yourself and others, including:
Strape App and Strape Account details (e.g. Device ID, Strape ID), mobile phone number, email address, full name, address (street, number, postal code, city, country), location, date of birth, gender, pictures, bank account details, credit check results, transaction details (ID, reference, type, authorized amount, location, timestamp, status, pictures, messages, etc.) and address book details.
- 5.2 The Strape App does not use cookies, but does collect information about the use of the Strape App (e.g. which functionalities are used most often, when/where do errors occur). This information helps us to generally improve the Strape App's performance, the user experience and to further develop our products and services for our users.
- 5.3 We may process personal data that you provided to us or that we collected from your using the Strape App, for the following purposes:
Providing you with our services, verifying the accuracy of information provided by you, customizing the services, undertaking a credit check to enable us to establish limitations, processing transactions on behalf of you, other users and the Merchants (as defined under 6), collecting payments or having them collected, resolving disputes, generating aggregated reports for Merchants, providing customer service and support, keeping in contact with you, conducting (market) research, improving our products and services, reducing risk to all parties involved in the transactions, and preventing illegal activities.

- 5.4 Only when you engage in a transaction with another Strape user or a Merchant (as defined in 6) through the Strape App, and thus with your consent, shall we disclose certain personal data to the other user to enable the interaction or transaction with the counterparty that you initiated.
- 5.5 We may disclose certain personal data to third parties that provide us with processing services, including but not limited to: Bitcoin exchanges, payment service providers, bank/credit card companies and payment debt collectors. In addition, we may share your personal data with employees, affiliates, vendors, partners and third party service providers as required necessary to offer the services. This includes, but is not limited to, conducting credit checks, processing transactions, maintaining your account, perusing any claims we may have against you, responding to court orders and legal investigations, litigation purposes, complying with audits or other investigations, and reporting to credit bureaus.
- 5.6 We will only disclose your data to law enforcement or government bodies when required by applicable law or upon a government order, and only to the extent necessary to combat fraud or criminal activities.
- 5.7 If we transfer your personal data to a third party located in another country, we will make sure that such third party agrees to apply the same level of protection as we are required to apply to your personal data and, where appropriate, to use your personal data strictly in accordance with our instructions.
- 5.8 You can view the personal data we hold about you in your Strape App. In case your personal data contains any inaccuracy, you can change your personal data in Settings in your Strape App.

6 USING THE STRAPE APP FOR PAYMENT TRANSACTIONS

- 6.1 You can use your Strape App for payment transactions to other Strape users or to legal entities that use Strape and have entered into an agreement with us for such purpose ('Merchants'), making use of the Bitcoin balance in your Wallet.
- 6.2 Strape payment transaction counterparties are automatically presented in the Strape App through low energy Bluetooth or may be added manually by the user from the his contact list or with the scan of a Strape QR Code of the counterparty. Counterparties are always presented in the Strape App by an avatar, with a picture and/or a display name - if set by the counterparty.
- 6.3 Strape is fully Bitcoin based, but for convenience values displayed in the Strape App may be set to another supported currency based on the current exchange rate between the selected currency and Bitcoin. Consequently, non-Bitcoin values displayed in the Strape App may fluctuate.
- 6.4 Strape payment transactions are initiated and authorized from within the Strape App using only gestures. Transactions are presented in the Strape App as a coin. A transaction is set up by creating a coin with a shake of the Strape App. The transaction value is set with a pinch of and/or a tap and rotate gesture of the coin. The counterparty is selected by a tap of the avatar. The payment is initiated and authorized with a fast sweep of the coin towards the selected counterparty.
- 6.5 For any Strape transaction, the transaction amount is limited to the Bitcoin balance in the Wallet of the Strape App from which the transaction is initiated. We may apply other limitations on transaction amount, velocity, Bitcoin balance or any other transaction attribute in the future.
- 6.6 Settlement of a payment transaction is confirmed on the counterparty's avatar in the Strape App of the initiating user. In case, the transaction cannot be settled, the coin will slide back into the Strape App.
- 6.7 Payment transactions between Strape users are settled instantly and are irrevocable. Payment transactions between a Strape user and non-user are settled when the non-user activates his Strape App within 1 day. Until that time, the payment transaction amount is blocked in the Wallet of the initiating Strape user. If the non-user does not activate his Strape account in time, the blocked transaction amount is unblocked.
- 6.8 In case of an erroneous transaction, you will need to ask the other user to return the paid amount. We cannot reverse any successful Strape payment transaction initiated by a Strape user.
- 6.9 All successful transactions are available in the transaction overview in the Strape App. The transaction values displayed in this overview are the historic transaction values at the time of transaction settlement.

7 USING THE STRAPE APP FOR BITCOIN EXCHANGE TRANSACTIONS

- 7.1 You can raise or lower the Bitcoin balance of your Wallet by buying or selling Bitcoin exclusively through the Exchange in your Strape App.
- 7.2 To use the Exchange in your Strape App, you must be at least 18 years of age, and fully able and competent to understand and comply with these Terms. If you are under the age of 18, you (i) should review these Terms with your parent or guardian to make sure that you and your parent or guardian understand these, and (ii) need the permission of your parent or guardian.
- 7.3 To buy and sell Bitcoin through the Exchange in your Strape App, you need a bank account to make a payment to or receive a payment from the Bitcoin Exchange.
- 7.4 Upon first use of the Exchange in your Strape App, your accompanying Bitcoin Exchange Account is created in the systems of our partner Bitcoin Exchange, Bitmymoney which is subject to Bitmymoney's terms of use, privacy and compliance policies. This Bitcoin Exchange Account is exclusively used to facilitate Bitcoin Exchange transactions initiated from within your Strape App.
- 7.5 Your Bitcoin Exchange Account is preconfigured to automatically interact and transact with Strape, for all Bitcoin Exchange transactions initiated from within your Strape App. Consequently, your Bitcoin Exchange Account holds no Bitcoin balance. Strape holds and manages the Bitcoin balance of your Wallet:
 - a. Buying Bitcoin: Upon receiving the funds (or funds transfer guarantee) from your bank, the Bitcoin Exchange instantly credits your Bitcoin Exchange Account with the purchased Bitcoin amount, which is then automatically transferred to Strape and credited to your Wallet.
 - b. Selling Bitcoin: After debiting your Wallet, Strape instantly transfers the sold Bitcoin amount to your Bitcoin Exchange Account, which is then automatically transferred to the Bitcoin Exchange, which initiates a funds transfer to the beneficiary bank account you selected, where it will be available next business day.
- 7.6 All successful Bitcoin Exchange transactions are available in the transaction overview in the Strape App. The transaction values displayed in this overview are the historic values at the time of transaction settlement.
- 7.7 You can activate and access your Bitcoin Exchange Account at the Bitcoin Exchange, if you wish to do so. All Bitcoin Exchange transactions initiated from within your Strape App are visible here.
- 7.8 We may apply limitations on the number of bank accounts used with your Bitcoin Exchange Account.

8 COSTS OF USING THE STRAPE APP

- 8.1 Currently we do not charge you a fee for using the Strape App for transactions with other Strape users.
- 8.2 We only charge you for the Bitcoin Exchange transactions that you initiate and authorize from within your Strape App. The rate is listed on our website. The applicable fee is always stated with the transaction and is processed automatically as part of the transaction.
- 8.3 You may incur additional costs as a result of fraud or unlawful use of your Strape App by you, as set out in 11.5.
- 8.4 You may also incur additional charges from your telecom service providers, e.g. for the use of your phone, data traffic, network access or Internet access.

9 SECURITY

- 9.1 We store and process your information maintaining physical, electronic and procedural safeguards. We maintain physical security measures to guard such information against unauthorized access to systems and use safeguards such as firewalls and data encryption. We enforce physical access controls to our buildings, and we authorize access to personal information only for those employees who require it to fulfil the responsibilities of their jobs.
- 9.2 Because the Strape App can be used to make payments, you must keep your mobile phone secure when not using the Strape App.

- 9.3 We will never ask you to enter your Strape PIN Code anywhere else than in the Strape App on your own mobile phone, and you will never do so. If you suspect that your Strape PIN Code has been compromised, you can always reset it in Settings in your Strape App.
- 9.4 If you suspect misuse of your Strape App, you can always deactivate your Strape App and activate it again later. You can save all your data and Bitcoin balance in this process and restore it to a new Strape App. Make sure you sell any remaining Bitcoin in your Wallet before you do so.

10 LIMITATION OF LIABILITY

- 10.1 The Strape App is provided 'as-is' and we make no commitments or warranties about the content, reliability or availability of the Strape App or for any breach of security associated with the transmission of (personal) information through the Strape App. To the full extent allowed under applicable law, we will not be liable for any direct, indirect or consequential damages, and in no event will we be liable to you for any losses you suffer or costs you incur because:
 - a. You are unable to access or use the Strape App for any reason or there is a delay in such use;
 - b. One or more bank accounts used in your Strape App or the Strape App itself is disabled or blocked by us;
 - c. Any device or software you use in connection with the Strape App is damaged or corrupted or fails to work;
 - d. You breach these Terms, or any rights of another person.
- 10.2 You acknowledge and agree that we are not responsible for the accuracy of any commercial offer, payment provider transaction details, including, without limitation, whether such information is current and up to date. Further, you acknowledge and agree that such information is reported by the provider as of a particular time established by the provider and may not accurately reflect your transaction, available balance or other details at the time you perform a transaction or at the time they are displayed in your Strape App.
- 10.3 When using the Strape App to purchase goods or services, we only provide you with a platform for the payment and the exchange of fulfilment data for such a transaction. We are not responsible for agreements you enter into with any Merchant or for the Merchant's compliance with applicable law. If you want to cancel or change your order or you have a complaint or want a refund, you must get in touch with the Merchant. We have no liability for any defects in the goods and/or services that are provided to you by the Merchant(s). If you want to make a claim about the goods and/or services you have purchased, you must contact the Merchant directly.

11 DISABLING, BLOCKING, FREEZING, DEACTIVATING AND TERMINATING YOUR STRAPE APP OR STRAPE ACCOUNT

- 11.1 We are entitled to temporarily disable your Strape App and/or block Strape Account in the following events:
 - a. Upon your request;
 - b. You have failed to comply with any provision as set out in these Terms;
 - c. We suspect unauthorized use of your Strape App or any use inconsistent with these Terms.
- 11.2 When your mobile phone with your Strape App on it is replaced, lost or stolen, you must freeze your Strape Account to prevent unauthorized use of your Strape App. You can freeze your Strape Account on our website. Once your account is frozen, you can restore your Strape Account in a new Strape App by following the instructions as provided to you by email and on our website. If you fail to do so, we are not liable for the full Bitcoin balance in your Wallet.
- 11.3 You are free to terminate your agreement with us at any time, to which purpose you can deactivate your Strape App. Make sure you sell any remaining Bitcoin in your Wallet before you do so.
- 11.4 If you have not used the Strape App for a period of 24 consecutive months, we reserve the right to terminate the agreement regarding the use of the Strape App and to block your Strape App.

- 11.5 If you fail to comply with any of the terms set out in these Terms, your rights to use the Strape App will automatically terminate without notice and your Strape App will be blocked. Should we discover a deliberate fraud attempt or any other unlawful use, we will notify the relevant authorities thereof and any consequential costs we may incur will be imposed on and collected from you, with any legal means available thereto.
- 11.6 Disabling, blocking, freezing or deactivating your Strape App or Strape Account does not remove any of your existing payment obligation(s) to us, nor any future payment obligation(s) you may incur as a result of fraud or unlawful use before the moment of closing or deactivating your Strape App account.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 The Strape App is the exclusive property of us and our licensors, and all intellectual property rights herein are owned by us and our licensors. Any material that we provide in relation to the Strape App including, but not limited to, texts, data, images, videos, logos, icons or html code remains the property of us and our licensors, and any third party material used in relation to the Strape App will remain the property of such third party or its licensors. You may use the Strape App and any material that the Strape App contains for personal and non-commercial purposes in accordance with these Terms and applicable law. Any other use or modification of such material without our prior written consent is prohibited.
- 12.2 You agree to indemnify, defend and hold us and all of our partners, affiliates and employees harmless from any damages, costs and liabilities related to your use of the Strape App or any violation of these Terms.

13 CHANGES TO THESE TERMS

- 13.1 As we are constantly improving and developing the Strape App, we may need to amend these Terms in the future. We can amend or replace these Terms at any time, and we will notify you of such by using your contact information or the Strape App. Upon your next use, the new Terms will be displayed on the screen and you may be required to read and accept them to continue using the Strape App.
- 13.2 Updates to the Strape App may be issued via the relevant application stores. Depending on the update you may not be able to use the Strape App until you have downloaded the latest version and accepted any new Terms.

14 MISCELLANEOUS

- 14.1 Any wallpapers, logos or information from any Strape user or third party service provider in the Strape App is solely used for recognition purposes only, and does not imply any involvement of such service providers in the Strape service. You cannot derive any rights or obligations in relation to such service providers by using the Strape App.
- 14.2 These Terms are governed by the laws of the Netherlands and the parties submit to the jurisdiction of the competent courts of the Netherlands.
- 14.3 Our failure to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision.
- 14.4 If any provision of these Terms is held to be void or unenforceable, the void or unenforceable term or provision shall be replaced by a valid and enforceable term or provision that comes closest to the intention underlying the original provision and all other provisions shall remain unaffected.
- 14.5 We may assign any rights and obligations under these Terms and/or the agreement between you and us to any of our affiliates, in which case we will notify you of such by using your contact information or the Strape App.

17 DECEMBER 2015