

TERMS & CONDITIONS

§ 1. General Provisions

The following terms written with an initial capital letter shall, for these terms and conditions, shall be understood as follows:

Terms and Conditions: these Terms and Conditions, being the regulations referred to in Article 8 of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2002 No. 144, item 1204 as amended);

Service Provider or Chipeer.com: Chipeer sp. z o.o. with its registered office in al. Powstania Warszawskiego 15, 31-539 Kraków, Poland, entered in the Register of Entrepreneurs run by Sąd Rejonowy dla Krakowa Śródmieście in Kraków, XI Wydział, Gospodarczy Krajowego Rejestru Sądowego under the KRS number: 0000800167, NIP: 6793188638, REGON: 384180504, being the provider of the services made available on the platform, referred to in point (c) below, who can be contacted by sending an email to the following email address: hello@chipeer.com;

Platform: a web application available on www.chipeer.com, owned by the Service Provider;

Service: a service offered through the Platform;

User: any natural person who uses the Platform and Services offered through it without any connection to their professional or business activity (consumer);

Account: an account run for the User by the Service Provider under an individual login and password-protected, being a collection of resources, in which the User's personal data and information about their activities within the Platform is stored;

Chipeer Reward: a reward expressed in a fraction of a bitcoin (so-called Satoshis or Sats);

Advertiser: retail and eCommerce businesses offering access to the Opportunity, as defined in the letter i. below, through the Platform;

Opportunity: a promotional purchase offer offered by the Advertiser, thanks to which the User may receive the Chipeer Reward specified by the Advertiser and the conditions of the offer;

Chipeer.com Service: a free service that allows Users to access the Opportunities offered by the Advertisers.

Commission: a pre-agreed compensation that the Advertiser pays the Service Provider for attracting a User who has purchased on the Advertiser's website following the Terms and Conditions.

The subject of the Terms and Conditions is to determine:

- Rules of operation of the Platform;
- Rules of providing Services;
- Rules of processing of personal data by the Service Provider and the use of cookies within the Platform.

The User declares that they acknowledge that the Platform is in beta and that minor errors in its operation are possible.

§ 2. Using the Platform

The Platform is offered to the Users to deliver the Chipeer.com Service that provides them with a Chipeer Reward when they take advantage of Opportunities. The Chipeer Reward is a varying percentage of the total value of purchases made with participating Advertisers that are returned to the users.

The Chipeer Service is offered free of charge to the Users; the Service Provider earns a Commission from the Advertisers, which it then uses to deliver the Chipeer Reward. Access to and the use of the Platform within the site are free of charge.

The use of the Platform is not related to specific risks associated with the use of services provided by electronic means, except for the risks commonly encountered when using the Internet. Irrespective of that, it is recommended to use antivirus software to minimize the risk of infecting the User's computer with harmful code.

§ 3. Rights and obligations

The Service Provider reserves the right to:

The temporary unavailability of the Service due to renovation or upgrading of the Platform.

Send emails to the Users of the Service in cases related to the Services, which do not constitute commercial or marketing information.

The termination of the Service and the Users Account in the event of a lack of activity within 6 months. The User will be notified and given time to carry out activities on the Platform before deactivation.

The rejection of the Chipeer Reward and the suspension or termination of access to the Platform for any user that has placed frequent high value orders, is found to be an employee of the Advertiser, has forged information or documentation or related to whom complaints of such fraud are received from the Advertiser.

Block and or delete duplicate accounts or all accounts that are associated with one user if they are found to be registered by the same user

The termination of the Service

The Service Provider is not liable for the obligations of Advertisers offering Opportunities via the Platform, the delivery of goods, the warranty for the goods delivered, or the payout of the Commission.

The User is obliged to:

- Use the Platform in accordance with its purpose.
- Refrain from actions that could negatively affect the Service Provider's Platform or computer systems or make any interference in the Platform.
- Refrain from registering more than one account.
- Refrain from conducting hacking attempts or attacks
- Refrain from providing unlawful content

§ 4. Creation and maintenance of the Account

The registration of the Account within the Platform is free of charge and consists in filling in a registration form.

During the registration process, the person has to provide an email address and a password, using which they will be able to log in to their Account.

Registration is allowed by a natural person who has full legal capacity following their native law and has accepted the Terms and Conditions. In case the legal capacity of a person is limited, the consent of their statutory representative is required for registration.

The Account may not be transferred to another person without the prior consent of the Service Provider expressed at least in the form of an email.

After completing the registration form, a message containing the Account's activation link will be sent to the email address provided during registration. The conclusion of the agreement for the maintenance of the User's Account occurs when clicking on the activation link.

The User may at any time resign from using the Services by sending an email to hello@chipeer.com.

The Service Provider deletes the User's Account within 14 days of receiving this email, which is equivalent to the termination of the agreement. In addition, the Service Provider may terminate the Account's maintenance agreement if the User violates the generally applicable law or the provisions of the Terms and Conditions. Account deletion by the Service Provider may occur after the Service Provider has sent the User an email warning about the possibility of deleting the Account within not less than 72 hours.

The Chipeer Rewards accumulated in the Users Account expire in case of:

- the deletion of the User's Account by the Service Provider as a result of a violation of the Terms and Conditions, after the User has been given additional time to cease breaking the Terms and Conditions;
- The deletion of the Account due to the lack of activity within a period of 6 months

From the moment of creating the Account and accepting the Terms and Conditions, the User is obliged to:

- act in accordance with the provisions of the Terms and Conditions;
- comply with generally applicable law;
- keep the login details enabling login to their Account confidential and secure;

§ 5. Limitation of the Service Provider's liability

Although the highest security standards are implemented in securing its servers, Chipeer.com is not liable for any temporary and unexpected malfunctions of the Platform caused by cyber-attacks, accidental circumstances, natural disasters, force majeure, or other circumstances beyond the Service Providers control.

The Platform does not store, send or receive bitcoins or parts thereof. Transfer of the ownership to bitcoin or part of it takes place in a decentralized network and not within the Platform's IT infrastructure.

The Service Provider is not liable for damages or claims arising from:

payment orders to the erroneous address of the bitcoin wallet, removal of the wallet or malfunctions in its operation, including its technical failures or caused by third parties; transaction costs related to the payout of the Reward to the User's wallet.

Actions and omissions of the Advertisers, their bankruptcy, or acts contrary to the generally applicable law.

The Service Provider is not responsible for the improper calculation of the Chipeer Reward or the lack of the Chipeer Reward due to actions beyond the Service Provider's control. For example, improper operation of Advertisers websites, non-standard actions of the User within the Platform or Advertisers websites (e.g., consisting in repeated refreshing of websites), a continuation of purchases on Advertisers websites after the lack of activity on the website or other behaviors or technical anomalies that may affect the operation of the Platform.

The Service Provider shall not be held liable for any services or goods purchased on Advertiser websites, their quality, delivery, guarantee service or warranty, and other claims related to services or goods purchased on the Advertisers websites via the Platform.

§ 6. The Chipeer.com Service

The User may use any number of Opportunities offered by Advertisers via the Platform. In order for the Chipeer Reward to be credited to the User, the User need to go to the chosen Advertiser's website using the Chipeer.com link and make a purchase there, in compliance with the terms, rules and tips indicated on the Chipeer.com website, as well as on the website of the respective Advertiser.

If the purchase is made in compliance with the Terms and Conditions, as well as the other necessary conditions stipulated by this Agreement, and no return of the product (or refusal of the service) was made, the Advertiser pays the Commission.

The basis for calculating the value of the Chipeer Reward is the Commission paid by the Advertiser that is based on the net value of the purchases, excluding shipping costs, taxes, packaging, or additional services such as the extended guarantee. The Advertiser offering the Opportunity has a right to determine the basis for Commission value and exclude products, services, or groups of products or services from the Opportunity.

The maximum Chipeer Reward paid out on a one-off basis may amount to the equivalent of EUR 500.

The maximum amount that the User may receive on a one-off basis as the Chipeer Reward during a single transaction is the amount of bitcoin equivalent to EUR 500.

The Chipeer Reward for participation in the Opportunity may be paid out immediately after the Advertiser approves the transaction and confirms its final amount. The approval period varies depending on the Advertiser and it is not shorter than the period during which the User has the right to withdraw from the agreement concluded with the Advertiser. On average this takes 60 days. The estimated period is given only for information purposes and does not bind Chipeer.com in any way

he value of the Chipeer Reward provided following a purchase within the Opportunity offered by the Advertiser is suggestive and based on the Commission rate and the current bitcoin exchange rate. The final value of the Chipeer Reward is provided once the Advertiser confirms the transaction and it is transferred to Users available balance as per point 5. above.

In the event of deleting the User's Account by the Service Provider, the User's ability to participate in the Opportunities ceases on the date of deleting the Account. The payout of the funds the User had accumulated before their Account was deleted should occur within 5 business days following the end of the period referred to in section 5 above.

In order to use the Chipeer.com Service, it is necessary to:

- have an active User Account;
- have Adblock or similar software disabled;
- log in to the Platform and not delete cookies and other website data until the transaction is concluded on the Advertiser's website;

Select the Opportunity offered by the Advertiser on the Platform and complete the transaction on the Advertiser's website.

To payout the Chipeer Reward, it is necessary to:

- have an active mobile Lightning Network wallet with LNURL technology support (e.g., Blue Wallet or Breez);
- go to the Users dashboard and select the "Payout" tab to go to the "Payout" section;
- check the amount of the Chipeer Reward available for payout and request its payout by clicking on the Payout button;

Scan the QR code that appears on the screen using the Lightning Network wallet.

The satoshis should appear on the Users wallet within a few seconds.

§ 8. Referral Program

Members are prohibited to use referral codes through the use of paid advertising on 'Chipeer.com' or Chipeer-related keywords. This includes, but is not limited to, bidding or running ads on search brand keywords that include Chipeer or similar variations, and using 'Chipeer' branded terms in your ad copy, is not appropriate.

Members are prohibited to use referral codes to generate multiple accounts.

Accounts of Members who engage in such activities will be blocked from our services.

Chipeer.com reserves the right to change the terms of the referral program at any time due to changing market conditions, risk of fraud, or other reasons.

§ 9. Intellectual property

By registering at the Platform, the User acknowledges that Chipeer.com owns the entire content of the Chipeer.com website and related applications.

The signs, logos, trademarks of Chipeer.com, the trademarks and commercial designations of the Advertisers, as well as other data, the results of intellectual activity, and means of individualisation, published and available on the Chipeer.com website, are the intellectual property of their respective owners and are protected by applicable law.

No one has the right to copy, distribute, publicly display, or create derivatives of the Chipeer.com website, or use any materials owned by the Service Provider without obtaining prior permission from Chipeer.com.

§ 10. Minimum technical requirements

To use the Platform, the User has to possess:

- a PC, a smartphone with the latest software updates installed (iOS ver. 9.3 or newer and Android ver. 4.1 or newer), a tablet or other mobile device used for browsing the websites;
- an active internet connection;
- an up-to-date version of Firefox, Chrome, Safari browser
- enabled Javascript, frames, and CSS styles;
- enabled cookies;
- disabled Adblock or similar software.

To use the Chipeer.com Service, it is necessary to: have a mobile Lightning Network wallet that supports the LNURL protocol (e.g., Blue Wallet, Breez Wallet); have a mobile device that supports applications with the Lightning Network mobile wallet and scans QR codes.

§ 11. The claim handling policy

If a transaction is not registered after 2 business days following purchase, the User may submit a claim by sending a message to the following email address: support@chipeer.com.

The claim must be submitted within 21 days following the date of purchase.

The claim should contain:

the email address used when creating the Account;

the description of the defect in the operation of the Service and the possible date and time of its occurrence;

The order reference number for the reported transaction.

The Service Provider will consider the claim within 30 days of its submission. In the event of an inaccurate description of the claim, the Service Provider may request clarification of the complaint. The course the time limit starts on the day of the completion of missing information.

§ 12. Dispute resolution

The User has the right to use out-of-court complaint handling and claiming. In addition, the User has the right to apply to a permanent amicable consumer court to resolve a dispute arising from the concluded agreement.

In the event of disputes, the Service Provider encourages amicable solutions, in particular by using the Platform

Detailed information on out-of-court redress methods is available on the website at www.uokik.gov.pl. The Service Provider declares that it does not apply the code of good practices referred to in the Act of 23 August 2007 on counteracting unfair market practices. Potential litigations will be subject to the jurisdiction of the court of the Service Provider, except when the User is a consumer.

§ 13. Personal data protection and cookies policy

The User must familiarize himself with the Service Providers' personal data processing policies and the rules of using cookies available in the Privacy Policy.

The User is obliged to apply appropriate organizational and technical measures to minimize the risk of loss of integrity, confidentiality, and availability of personal data.

§ 14. Right of withdrawal

The User is entitled to withdraw from the agreement without providing a reason within 14 days of the conclusion of the agreement.

To withdraw from the agreement, the User must communicate a statement to the Service Provider. The User may use this model statement: "Being aware of the consequences of withdrawal, I hereby declare that by virtue of my right, I am withdrawing from the agreement between Chipeer sp. z o.o. and me."

§ 15. Final Provisions

The Terms and Conditions come into effect on 01.01.2023.

In the event that any of the provisions of the Terms and Conditions prove to be invalid, ineffective, illegal, or unenforceable in whole or in part, this circumstance will not affect the validity of the remaining provisions of the Terms and Conditions.

To matters not covered by the Terms and Conditions, the provisions of Polish law shall apply. In the case of Users, the choice of law does not deprive the protection granted under the provisions that cannot be excluded by an agreement under the country's law in which the consumer has their residence.

The Service Provider reserves the right to make changes to the Terms and Conditions after informing the Users via the Platforms website.

Before the amendments to the Terms and Conditions enter into effect, the User might object to the proposed changes and terminate the service agreement.

The Terms and Conditions content is available to the User free of charge; the User may save its content on their device or print it. The Service Provider informs that using the Platform through a web browser, including the Chipeer.com Service, may involve the cost of connection to the Internet (data transfer fee) per the tariff package of the Users service provider.

Chipeer

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