

General Terms and Conditions for the Acquisition of PITS

§ 1 General Information and Scope

(1) These General Terms and Conditions (GTC) apply to the contracts concluded between you (hereinafter also referred to as: Buyer or Customer) and us, The Pit GmbH, Burgdorfer Str. 85-89, 31311 Uetze (hereinafter also referred to as: Seller or The Pit), regarding the purchase of PITS via our website <https://pitsnap.io>. The PITS is a utility token published on the Binance Smart Chain according to the BEP20 standard.

(2) A contract can only be concluded with individuals who have reached the age of 18 and are fully legally capable.

(3) The only language available for contract conclusion is German. Translations of these terms into other languages are for informational purposes only. In case of any discrepancies between the language versions, the German text shall prevail.

(4) The PITS is a utility token. It is not a security or a token with a repayment claim. The “Pits” token is only accepted by the Seller for payment transactions and not by other natural or legal persons. The Seller expressly does not operate an e-money business nor does it provide payment services. The “Pits” token is exclusively made available to end users for exclusive use on the streaming platform. The rights of the Buyers are exclusively regulated in these terms.

(5) The Seller does not provide financial, investment, or legal and tax advice in connection with PITS.

§ 2 Subject of the Contract; Conclusion of Contract

(1) The Customer has the option to purchase PITS from the Seller. This refers to a utility token that customers can use exclusively to pay for their purchases on the streaming platform <https://pitsnap.io>. There is expressly no possibility to pay with PITS on the marketplace connected to the streaming platform or outside the streaming platform.

(2) The purchase of PITS is limited to a maximum amount of €10,000 per customer. Once this amount is reached, a sales stop of one month applies.

(3) The representation of PITS in the online shop does not constitute a legally binding offer but rather an invitation to order (invitatio ad offerendum).

(4) By clicking the “Buy Token” button in the final step of the ordering process, you submit a binding offer to purchase the PITS displayed in the order overview. A contract between you and us is concluded as soon as we transfer the PITS.

§ 3 Technical Steps to Token Acquisition; Value Transfer

(1) The Customer first registers by providing their personal information. After successful verification of the entered data by The Pit, the customer account is manually activated. During the registration process, the customer links their own wallet, which they can fill with PITS tokens.

(2) In the “Buy Token” window, the customer first selects the desired number of PITS and the desired payment method. Input errors (e.g., regarding payment method, data, or the desired quantity) can be corrected by re-entering in the respective field. If the customer wishes to completely cancel the ordering process, they can also close their browser window. By clicking the “Buy Token” button in the final step of the ordering process, the customer submits a binding offer to purchase the PITS displayed in the order overview. A contract between you and us is concluded as soon as we transfer the PITS.

(3) The customer can choose from the payment methods and currencies mentioned in § 4 (1). In the case of payment with cryptocurrency, The Pit will immediately transfer the acquired PITS to the customer’s wallet upon purchase. In the case of payment by bank transfer, The Pit conducts a manual review and subsequently authorizes the transfer of PITS to the customer’s wallet.

§ 4 Payment Terms; Transaction Fee

(1) The purchase price is due immediately upon ordering and can be paid in euros as well as in the

following listed cryptocurrencies. Currently, the Seller offers payment by bank transfer or via CoinbaseCommerce in Bitcoin, Bitcoin Cash, DAI, Ethereum, Dogecoin, USD Coin, Litecoin, Tether USD, ApeCoin, and Shiba Inu. If the customer saves their chosen payment method in their user account, this payment method will also be charged for future transactions unless the customer changes or removes the chosen payment method.

(2) No sales tax applies to PITS. All prices are quoted excluding shipping costs unless explicitly stated otherwise. When purchasing PITS, the Seller charges a transaction fee of €0.116 per transaction.

§ 5 Registration in the Online Shop; Processing of Your Personal Data

(1) You can only acquire PITS as a registered user. As a registered user, you do not need to provide your personal information every time; instead, you can simply log into your customer account with your email address and password before or during an order. Registration does not create any purchasing obligation regarding the products we offer.

(2) For information on how your data is processed, please read our privacy policy, which you can access in our online shop. When registering, you choose a personal username and password.

§ 6 Cancellation, Withdrawal from the Purchase Agreement; Suspension of Sales; Retention of Title

(1) The purchases of PITS are final in that no refunds or cancellations can take place unless required by mandatory statutory provisions or expressly provided for in these General Terms and Conditions.

(2) The Seller reserves the right to refuse or cancel purchase requests for PITS at any time at its discretion and to limit the quantity.

(3) Furthermore, the Seller may suspend the sale of PITS at its discretion. Reasons may include, in particular, suspicion of systematic fraud in the purchase of PITS or excessive load on the IT systems of the Seller or the external service providers commissioned by it.

(4) The PITS remain the property of the Seller until full payment is received.

§ 7 Responsibility for the Security of PITS

(1) In order to acquire PITS, each customer must first have a user account, which the customer protects from unauthorized access by third parties by setting a password.

(2) The customer is responsible for any losses, costs, or other expenses related to lost access data. The Seller excludes any liability.

§ 8 Right of Withdrawal

As a consumer, you have the right to withdraw from this contract within 14 days without giving any reason, subject to the provisions outlined below. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade or self-employed professional activity.

WITHDRAWAL INSTRUCTIONS

RIGHT OF WITHDRAWAL

You have the right to withdraw from this contract within 14 days without providing a reason. The withdrawal period is 14 days from the day the contract is concluded.

To exercise your right of withdrawal, you must inform us, The Pit GmbH, Burgdorfer Str. 85-89, 31311 Uetze, email: info@pitsnap.io, with a clear declaration (e.g., a letter sent by post or an email) of your decision to withdraw from this contract. You may use the attached sample withdrawal form for this purpose, but it is not mandatory.

To meet the withdrawal deadline, it is sufficient that you send the notification of exercising your right of withdrawal before the withdrawal period expires.

CONSEQUENCES OF WITHDRAWAL

If you withdraw from this contract, we will refund all payments we have received from you, including delivery costs (except for the additional costs resulting from your choice of a different type of delivery

than the cheapest standard delivery we offer), without delay and at the latest within fourteen days from the day we received your withdrawal notification regarding this contract. For this refund, we will use the same payment method that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you incur any fees due to this refund.

EXPIRATION OF THE RIGHT OF WITHDRAWAL

The PITS token is a digital product. The right of withdrawal expires in contracts for the provision of digital products if we have begun to perform the contract after you have given your explicit consent and simultaneously confirmed your awareness that you lose your right of withdrawal upon the commencement of the contract fulfillment on our part. We would like to point out that we may condition the conclusion of the contract on the aforementioned consent and confirmation.

- End of the Withdrawal Instructions -

Sample Withdrawal Form

(If you want to withdraw from the contract, please fill out this form and send it back)

To: The Pit GmbH, Burgdorfer Str. 85-89, 31311 Uetze, Email: info@pitsnap.io:

I/We hereby withdraw () *from the contract concluded by me/us ()* for the purchase of the following goods ()/the provision of the following services ()

- Ordered and paid on: ()
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s)
- (only if notified on paper)
- Date

() Delete where not applicable

§ 9 Warranty

The statutory provisions on warranty rights apply.

§ 10 Limitation of Liability

(1) The Seller operates its service carefully and reliably. Nevertheless, there may be interruptions or losses during the provision of services due to unavoidable and unforeseen events not attributable to The Pit or for necessary maintenance work. The Pit is committed to resolving disturbances or interruptions as quickly as possible.

(2) The Seller is not liable for indirect damages or consequential damages that arise, for example, to the customer's or a third party's software or hardware, or resulting lost profits or asset damages, or for damages from claims by third parties against the customer. In particular, The Pit is not liable for damages caused by unavoidable operational interruptions or necessary operational work to avoid disturbances, or due to events not attributable to The Pit, such as network disruptions, computer failures, or criminal activities by third parties.

(3) The Pit is not liable for data losses of customers for which The Pit is not at fault, such as through hacking attacks. The customer will be informed immediately of any data loss. The Pit assumes no liability for PITS located in the customer's user account.

(4) We are liable for intent and gross negligence. Furthermore, we are liable for negligent violations of duties whose fulfillment is essential for the proper performance of the contract, the breach of which jeopardizes the achievement of the contract purpose, and on whose compliance you, as the customer, may regularly rely. In the latter case, we are liable only for foreseeable, contract-typical damage. The same applies to breaches of duty by our vicarious agents.

(5) The above liability exclusions do not apply in cases of injury to life, body, and health. Liability under the Product Liability Act remains unaffected.

§ 11 Copyrights

We hold copyrights to all images, films, and texts published in our online shop. The use of images, films, and texts is not permitted without our express consent.

§ 12 Jurisdiction; Applicable Law and Alternative Dispute Resolution; Severability Clause

(1) If the customer is a merchant or a public law corporation, or does not have a general jurisdiction in Germany, or moves their residence abroad after the conclusion of the contract, or if their residence is not known at the time of filing the lawsuit, the jurisdiction and place of fulfillment is Hildesheim.

(2) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. If you have placed the order as a consumer and have your habitual residence in another country at the time of your order, the application of mandatory legal provisions of that country remains unaffected by the legal choice made in sentence 1.

(3) The European Commission provides a platform for online dispute resolution (ODR) at <http://ec.europa.eu/consumers/odr/>. We are not obligated and not willing to participate in a dispute resolution procedure according to the Consumer Dispute Resolution Act (VSBG).

(4) Should individual provisions of this contract be ineffective, the remaining provisions of the contract shall not be affected.

Status of the General Terms and Conditions: October 16, 2024