

# Terms & Conditions

Welcome to the BitcoinLatina (“BitcoinLatina”) website at <https://bitcoinlatina.org> (referred to herein, including all content under the “BitcoinLatina.org” domain name, as the “Website”). Please carefully read these terms and conditions (the “Terms and Conditions”) that govern your access to and use of the Website. These Terms and Conditions apply to all users of the Website. If you do not agree to these Terms and Conditions, please do not use the Website.

**By using and/or visiting the BitcoinLatina Website, you represent that you have read, understand, and agree to these Terms and Conditions, as well as our privacy policy published at <https://bitcoinlatina.org> (“Privacy Policy”) and incorporated herein by reference. These Terms and Conditions, and the Privacy Policy are subject to the provisions of the General Data Protection Regulation (“GDPR”) and other applicable privacy laws. BitcoinLatina agrees that under the GDPR, BitcoinLatina is a data “Controller” and you are a “Data Subject” with certain protected privacy rights concerning your “Personal Data”, and BitcoinLatina will take commercially reasonable steps to maintain compliance with GDPR requirements.**

BitcoinLatina reserves the right to change, modify, add to, or otherwise alter these Terms and Conditions at any time, or to change or discontinue any aspect or feature of the Website without notice to you. Such changes, modifications, additions or deletions shall be effective immediately upon their posting on the Website. You agree to review the Terms and Conditions periodically to be aware of such revisions. Your use of the Website after we post of such changes, modifications, additions or deletions constitutes your acceptance of such changes, modifications, additions or deletions. Notwithstanding the foregoing, we will notify you via email with respect to any changes in the Privacy Policy, if you have provided your email address to us.

## 1. Website Access

- A.** BitcoinLatina hereby grants you permission to access and use the Website provided that: (i) your use of the Website is solely for your personal use; (ii) except in your normal, personal use of the Website, you will not copy or distribute any part of the Website without BitcoinLatina’s prior written authorization; and (iii) you will not alter or modify any part of the Website.
- B.** You may be asked to provide personal and/or financial information to BitcoinLatina in order to use certain areas of the Website, or to connect with BitcoinLatina on our pages. In doing so, you agree that you will provide accurate and complete information.
- C.** You agree not to use or launch any automated system (including without limitation, “robots,” “spiders,” “offline readers,” etc.) that accesses the Website in a manner that sends more request messages to the Website servers than a human can reasonably produce using a conventional web browser. Notwithstanding the foregoing, BitcoinLatina grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. BitcoinLatina reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any Personally Identifiable Information (“PII”) from the Website, nor to use the Website for any commercial solicitation purposes.

## 2. Rules of Conduct

As a condition of your continued use of the Website, you agree that you will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. In accessing or using of the Website, you shall comply with these Terms and Conditions and any special warnings or instructions for access or use posted on the Website. You shall act always in accordance with the law, custom and in good faith. By way of example, and not limitation, you agree not to:

- Post, transmit, or otherwise make available through or in connection with the Website:
  - Any information or materials that are: (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory or libelous; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) infringing any third party copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right;
  - Any material that would give rise to criminal or civil liability; that encourages criminal conduct; or that provides instructional information about illegal activities or activities such as “hacking” or “cracking;”
  - Any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage, hijack, disable, interfere with, or disrupt the operation of, or monitor the use of, any hardware, software or equipment;
  - Any unsolicited or unauthorized advertisements, promotional material, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation not expressly approved in writing by BitcoinLatina;
  - Any PII of another individual, without the prior consent of such individual; or
  - Any material, non-public information about a company, without the proper authorization to do so.
- Use the Website for any fraudulent or unlawful purpose;
- Use the Website to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others’ privacy rights or rights of publicity, or to harvest or collect information about users of the Website;

- Impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that BitcoinLatina endorses any statement you make;
- Interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available; or violate any requirements, procedures, policies or regulations of such networks;
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website;
- Remove any copyright, trademark or other proprietary rights notice from the Website;
- Frame or mirror any part of the Website;
- Create a database by downloading and storing Website content;
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way gather Website content; or
- Circumvent, disable or otherwise interfere with security-related features of the Website.

### 3. Intellectual Property Rights

**A.** All information and content available on the Website and its “look and feel”, including but not limited to trademarks, logos, service marks, text, graphics, logos, button icons, images, audio/video clips, data compilations and software, and the compilation and organization thereof (collectively, the “Content”) are the property of BitcoinLatina, its affiliates, partners or licensors, and are protected by United States and international laws, including laws governing copyrights and trademarks. You agree that you will not reproduce or any of the Content unless specific permission is provided by BitcoinLatina. You understand that any unauthorized use of the Website may violate copyright laws, trademark laws, privacy and publicity laws, and/or communications regulations and statutes of the United States and foreign laws and international conventions.

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**C.** BitcoinLatina reserves all rights not expressly granted in and to the Website, Content and Marks. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein.

### 4. Submissions

**A.** You agree that all inquiries, feedback, suggestions, ideas or other information you provide BitcoinLatina via the Website (collectively, “Submissions”) are non-proprietary and non-confidential to you. By transmitting or posting any Submission to the Website, you hereby grant BitcoinLatina full ownership of the Submission as if BitcoinLatina had created, developed and posted the Submission for its own purposes. You agree that BitcoinLatina has the right to copy, use, reproduce, modify, adapt, translate, publish, license, distribute, sell or assign the Submission in any way it sees fit, including but not limited to copying in whole or in part, creating derivative works from, distributing and displaying any Submission, or using the Submission within or in connection with our products or services. You also acknowledge that your Submission will not be returned and BitcoinLatina may use your Submissions for any purpose without payment of money or any other form of consideration.

**B.** You are solely responsible for your Submissions and the consequences of posting or publishing them. You affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize BitcoinLatina to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Submissions as it wishes in its sole discretion; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and to permit BitcoinLatina to use the Submissions as it wishes in its sole discretion. You agree to indemnify BitcoinLatina for all claims arising from or in connection with any claims to any rights in any Submission or any damages arising from any Submission.

## 5. Links to Third Party Websites

**A.** For your convenience, the Website contains links to the websites of third parties on which you may be able to obtain information or use services. For example, BitcoinLatina provides links to various social media sites including Telegram, Twitter, LinkedIn, and Facebook. Except as otherwise noted, such third party websites, and such information and services are provided by organizations that are independent of BitcoinLatina. BitcoinLatina does not make any representations or warranties concerning such websites. BitcoinLatina has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, BitcoinLatina cannot censor or edit the content of any third-party site. Therefore, BitcoinLatina makes no representation as to the accuracy or any other aspect of the information contained in or on such websites, sources or servers. Your linking to or from any off-site pages or other websites is at your own risk. By using the Website, you expressly relieve BitcoinLatina from any and all liability arising from your use of any third-party website. Accordingly, BitcoinLatina encourages you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

**B.** BitcoinLatina also provides links to the services of many third party websites, for the purposes of education, forms, payments, Know Your Customer (“KYC”) and Anti-Money Laundering (“AML”) checks. Some of these sites include: Google.com, Thinkific.com, and Trulioo.com. When you click on some links at the website, you may be redirected to these third party sites where you may be requested to create an account and provide personal information. Please read and agree to the third party sites Terms of Service and Privacy Policy before providing any personal information. You agree that BitcoinLatina is not responsible for any third party sites Terms of Service or Privacy Policy, compliance with GDPR and other privacy laws.

## 6. Warranty Disclaimer and Limitation of Liability

**A.** YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE BITCOINLATINA WEBSITE IS AT YOUR SOLE RISK. NEITHER BITCOINLATINA NOR ANY AFFILIATED ORGANIZATION NOR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS (COLLECTIVELY THE “BITCOINLATINA PARTIES”) WARRANT THAT THE BITCOINLATINA WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE BITCOINLATINA WEBSITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY CONTENT OR SERVICE PROVIDED THROUGH THE BITCOINLATINA WEBSITE. THE BITCOINLATINA WEBSITE AND CONTENT ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**B.** IN NO EVENT WILL BITCOINLATINA, THE BITCOINLATINA PARTIES, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE BITCOINLATINA WEBSITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY INDEMNIFICATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE BITCOINLATINA WEBSITE. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE BITCOINLATINA WEBSITE.

**C.** NEITHER BITCOINLATINA NOR THE BITCOINLATINA PARTIES SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE BITCOINLATINA WEBSITE, INCLUDING, WITHOUT LIMITATION, PRICING OR AVAILABILITY INFORMATION, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO YOU, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE. THE AGGREGATE, TOTAL LIABILITY OF THE BITCOINLATINA PARTIES TO YOU FOR ALL DAMAGES, INJURY, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE BITCOINLATINA WEBSITE SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED ONE DOLLAR (\$1).

**D.** SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITY OR WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. In such jurisdictions, BitcoinLatina’s liability is limited to the greatest extent permitted by law. You should check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

## 7. Indemnity

You agree to defend, indemnify and hold harmless BitcoinLatina, its officers, directors, employees, volunteers and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney’s fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms and Conditions;

(iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms and Conditions and your use of the Website.

## 8. Ability to Accept Terms and Conditions

It is our and your intent that these Terms and Conditions constitute a binding and enforceable agreement between us. Therefore, you affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions. In any case, you affirm that you are over the age of 13, as the Website is not intended for children under 13. If you are under 13 years of age, then please do not use the Website without the consent of your parent or guardian. Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

## 9. Assignment

These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by BitcoinLatina without restriction.

## 10. General

**A.** These Terms and Conditions shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. Any claim or dispute between you and BitcoinLatina that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in Delaware. These Terms and Conditions, together with the Privacy Notice, shall constitute the entire agreement between you and BitcoinLatina concerning the Website. If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and BitcoinLatina's failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. BitcoinLatina reserves the right to amend these Terms and Conditions at any time and without prior notice, and it is your responsibility to review these Terms and Conditions for any changes. Your use of the Website following any amendment of these Terms and Conditions will signify your assent to and acceptance of its revised terms. This Agreement is effective until terminated by BitcoinLatina. You agree that BitcoinLatina, at its sole discretion, may terminate your access to or use of the Website, at any time and for any reason with or without prior notice. Upon any such termination, your right to use the Website will immediately cease. You agree that BitcoinLatina shall not be liable to you or any third party for any termination of your access to the Website or to any such information or files, and shall not be required to make such information or files available to you after any such termination. BitcoinLatina reserves the right to take all steps necessary or appropriate to enforce and/or verify compliance with the Terms and Conditions. YOU AND BITCOINLATINA AGREE THAT ANY CAUSE OF

ACTION THAT YOU BRING ARISING OUT OF OR RELATED TO THE BITCOINLATINA WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

If you have any questions regarding these Terms and Conditions, please contact us at [info@bitcoinlatina.org](mailto:info@bitcoinlatina.org)

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