

# Terms of Service

Valid from 12.9.2025

## 1. General information

These Terms of Use apply to the sale and purchase services of various virtual currencies at Bittimaatti machines (hereinafter Bittimaatti) maintained by Bittimaatti Oy (2946626-9) (hereinafter the Service Provider) and to the functions related to these Bittimaatti (hereinafter also the Service or Services). In these Terms of Use, purchase and sale services mean all Bittimaatti's various virtual currency purchase and sale services produced, offered or maintained by the Service Provider, utilizing both QR codes and cash payments in euros. The note entered in a purchase transaction is a purchase decision and the note or notes will not be redeemed again. Bittimaatti does not provide change. Crypto assets sent to Bittimaatti in a sale transaction are a purchase decision. These terms apply to all Services maintained and/or managed by the Service Provider, unless otherwise stated or agreed for a particular Service. The user of Bitmates (hereinafter referred to as the User) must accept these Terms of Use as binding in order to use the Service, regardless of whether registration is required or not. By using the Service, the User accepts these Terms of Use and warrants that he/she will act in accordance with these Terms of Use, applicable law and good practice. In this case, an agreement will be concluded between the Service Provider and the User in accordance with these Terms of Use. The User warrants that he/she is at least 18 years old.

## 2. Service content

The Service Provider strives to ensure that its Services are of the highest possible standard and functional. The Service Provider is responsible for the legality and compliance of the content of the Service with good practice. The Service Provider develops the Service at all times and has the right to change the Service and its content as well as the requirements set for the hardware required for use as part of its normal operations. The Service Provider also has the right to stop providing the Service at any time. This will be announced on the Service's own pages, in Bittimaat or in other ways in good time before the termination. The Service Provider is not responsible for the service or content of another service provider in any way, even if this Service is accessed through the Service Provider's Service via a link or in other ways. The Service Provider is not responsible for any damages that may be caused to the User by using incorrect, incomplete or interpretable information in the Service. The purchase and sale price of cryptocurrencies is determined by the formula: "Bitstamp exchange rate" + "2-15% margin" + a fixed transfer fee (ETH: 1€ and BTC: 2,5€). The exact price at the time of the transaction will be announced by the machine.

The User can only use Bittimaatti if they are identified. Identification takes place through registration upon first use. Registration takes place on the Sumsb platform of a separate service provider. The new EU regulation on the customer and recipient knowledge procedure for crypto transfers, the so-called payment information regulation, which entered into force in Finland on 30.12.2024, will also cause a change in the operation of Bittimaatti ATMs.

## 3. Usability of the Service

The Service Provider strives to ensure the continuity and smooth operation of the Service. However, the Service Provider is not responsible for the uninterrupted, timely or error-free operation of the Service. The Service Provider is not responsible for technical faults in the Service, interruptions caused by maintenance or installation activities, or for changes or loss of information included in the

Service or other information caused by them, or for problems, disruptions or interruptions related to data transmission caused by third parties.

The Service Provider has the right to interrupt the Service due to a change, renewal or technical reason related to the Service, or due to renovation, installation or maintenance work on the telecommunications network or other similar reason, or if required by law or other official regulation. The Service Provider strives to limit the duration of the interruption to as short as possible. The Service User is not entitled to compensation due to a service outage or other possible technical failure.

## **4. Right to use the Service**

The agreement between the User and the Service Provider regarding the use of the Service shall enter into force upon the User's acceptance of these Terms of Use and the start of using the Service. The Service Provider grants the User the right to use the Service and its content only in accordance with these Terms of Use, any special terms and conditions related to the Service, and any instructions provided separately in the Service. The right of use is not transferable, and the Service may not be used on behalf of another person or provided to a third party with identification information.

The right of use granted to the User in these Terms of Use is a non-exclusive and personal right, which the Service Provider may revoke at any time. The Service Provider also has the right to prohibit the User from using the Service if the User has acted in violation of these Terms of Use, any special terms or instructions provided separately in the Service, laws or good practices.

## **5. Liability for damages caused by using the Service**

The User is obliged to compensate the Service Provider for any damages caused by these Terms of Use, any service-specific terms, the agreement regarding the use of the Service, or any illegal use. The Service Provider is not obliged to compensate the User for any damages caused by the use of the Service.

A deviation of the Service in a situation where, due to a device or other reason due to the Service Provider's system during the transaction, the device does not provide money to the user after a successful transfer, is compensated as follows. The User will be reimbursed for the value in the virtual currency used in the transaction, plus the customer's transaction transfer costs to the address indicated by the User. If the device does not provide cash due to the User, for example less than the amount of Bitcoin, Ethereum or Litecoin required by the Service Provider's QR code has been used for the transfer, the virtual currency assets will be returned to the User as follows. The amount transferred in the transaction in virtual currency to the address indicated by the user will be returned to the user as the sent amount of virtual currency without the transaction transfer costs.

The Service Provider will store the User's funds for transactions that have not succeeded due to an error or the User in a separate customer funds account for 3 years from the date of the transaction. Claims must be made before the 3-year deadline from the date of the transaction, after which the User's funds will be transferred to the Service Provider and the failed transaction can no longer be claimed.

The User is responsible for all claims and costs arising from or related to the use of the Service, such as telephone or telecommunications charges, as well as fees imposed by the Service Provider of the other party, and brokerage costs related to the use of the Service. The User is obliged, at the request of the Service Provider, to return such funds that the User has received due to an error or other unusual event or otherwise unlawfully.

## 6. Force majeure

Force majeure releases the Service Provider from any liability for damages or other obligations related to the Service if force majeure prevents or unreasonably hinders the performance of the Service. Force majeure is considered to be a fire, earthquake, flood, explosion, strike or other work stoppage, order of an authority, disruption in energy supply, shortage of raw materials or supplies, cable disruption caused by an external party, telecommunications disruption or other similar disruption, as well as a similar cause that was not known and could not reasonably have been anticipated. The Service Provider will notify the Service Provider of a force majeure on the Service website or in another way immediately after it has occurred or when it is reasonably possible.

## 7. Right to alter the Terms

These Terms of Use apply to all Services maintained by the Service Provider, unless otherwise agreed in writing between the parties. The Service Provider is entitled to amend these Terms of Use and any terms and conditions applicable to the Service. The Service Provider has the right to unilaterally amend the terms of this agreement by notifying the User in writing or otherwise via the Service (in connection with the Terms of Use or in connection with amendments to the Terms of Use). The amendments shall enter into force immediately. By continuing to use the Service, the User accepts the amended terms and conditions and undertakes to comply with them.

## 8. Transferring the rights and liabilities

The User does not have the right to transfer the right to use the Service or any agreement made regarding the Service to a third party. The Service Provider has the right to transfer the Service or its maintenance, as well as the related responsibilities and obligations, and any agreement made regarding the Service to another company belonging to the same group. The Service Provider has the right to transfer the agreement to a third party. The agreement between the User and the Service Provider, in accordance with these Terms of Use, is valid until further notice. Both parties may terminate this agreement at any time, immediately upon receipt of notice of termination by the other party. Termination terminates the User's right to use the Service. The User is responsible for all responsibilities and obligations under this agreement until the termination takes effect.

## 9. Resolving disputes

Disputes based on these Terms of Use or related to the Service referred to in these terms and conditions and the agreement arising from the Service shall be resolved primarily through negotiations between the contracting parties. If this is not successful, disputes shall be resolved in the District Court of Central Finland. However, the consumer customer has the right to file a lawsuit against the Service Provider in the general district court of his or her place of residence in Finland. The consumer customer also has the right to request a recommendation for resolution of the dispute from the Consumer Disputes Board.

## 10. Applied law and cooperation with authorities

These Terms of Use and the Service referred to therein, any disputes and controversies between the parties, and the agreement concerning the Service shall be governed by Finnish law. If necessary, the Service Provider may assist various authorities (e.g. the police, customs and tax authorities) in investigating possible crimes related to money laundering and/or terrorist financing, as well as possible other crimes and abuses. The Service Provider may also respond to all requests or requests

for information from legal authorities by disclosing the necessary User information to the relevant authorities, including information regarding automated transactions to the extent that it is known to the Service Provider.

## 11. Registration and authentication

The user joins the Service by identifying themselves in the Sumsb service. After registration, the customer identifies themselves automatically with the phone number registered in the Sumsb service and receives the access code required for transactions via text message.

The User is registered when the Service Provider has confirmed the User's identity. Providing false user information or registering a User who provides such information is prohibited and the User warrants that he/she has provided correct information when registering for the Service. The User of the Service is obliged to provide all information in accordance with money laundering legislation, official instructions or other requirements in connection with registration and related customer identification to ensure the use of the Service now and in the future.

## 12. Personal information and marketing

The User must provide the Service Provider with the personal and other information required for the use of the Service in accordance with the Money Laundering Act and any other laws. The User is obliged to notify the Service Provider of any changes to the information. The Service Provider has the right to process the User's personal data in accordance with the Data Protection Regulation, the Data Protection Act and other legislation, and in the manner described in more detail in the Service Provider's data protection statement. The User's data is stored in the Service Provider's register. The User has the legal right to prohibit the processing of his/her personal data for direct advertising, distance selling or other direct marketing. The Service Provider has the right to send the User direct marketing by email. The User has the right to prohibit email messages via the link at the end of the message. The User's personal data is confidential. However, the Service Provider has the right to disclose the User's data when it is mandatory according to legislation or official regulations.

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