TERMS AND CONDITIONS
FOR THE EXCHANGE SERVICE

by Bitcan Sp. z o.o.
as of August 2025

1. General Provisions

1.1. Introduction

These Terms specify the rules for using the Exchange by Clients and for the provision of our Services. Please read them before using our Services.

In the Terms, we refer to the Company in the first person, using terms such as "we," "us," or "our." Section and subsection titles are for convenience only.

1.2. Definitions

"**Client**" means a natural person, legal entity, or organizational unit without legal personality whom we provide Services.

"**Client Profile**" means a subpage of the Exchange where the Client can manage their relationship with us.

"**Company**" means Bitcan Sp. z o.o., based in Poznań, Podlaska 15 St., 60-623 Poznań, registered in the National Court Register under KRS 0000808472, NIP 629-24-95-06, REGON 384619443.

"**Crypto-asset**" means a digital representation of value or right that can be transferred and stored electronically using distributed ledger technology or similar.

"**Exchange**" means the crypto-asset exchange operated by us.

"**Exchange Order**" means the Client's instruction to execute a Transaction.

"**Force Majeure**" means an extraordinary external event, not caused by us and beyond our control, including:

a) war, armed conflict, or terrorist attack,

b) riots, state of emergency, including martial law, state of emergency, or natural disaster,

c) fire, flood, earthquake, or other natural disasters,

d) pandemic, epidemic, or threat thereof,

e) general or illegal strike by Employees or service providers essential for the continued provision of Services to you.

"**Services**" means, via the Exchange:

a) exchange of Crypto-assets for money (purchase or sale of Crypto-assets for money using own capital),

b) exchange of Crypto-assets for other Crypto-assets (purchase or sale of Crypto-assets for other Crypto-assets using own capital),

c) transfer of Crypto-assets on behalf of Clients.

"**Terms**" means these Terms and Conditions for the Exchange by Bitcan sp. z o.o.

"**Transaction**" means the purchase, sale, exchange, or other transaction involving Crypto-assets conducted by the Client via the Exchange.

"**Wallet**" means the wallet we operate for you, used for transferring and storing Crypto-assets.

Website" means www.ari10.com and its subpages, including www.ari10.com/exchange and exchange.ari10.com.

2. Entering into an Agreement

2.1. Required Data

To use the Exchange, you must enter into an agreement with us and create a Client Profile.

To do so, you must provide all legally required information and documents for identification and verification. All data is provided electronically via our Website.

If you are entering into an agreement as a natural person, you must provide:

a) first and last name,
b) date of birth,
c) country of birth,
d) citizenship,
e) PESEL or other verification number (if you have one),
f) phone number,
g) email,
h) type, series, and number of identity document,
i) relevant tax office data,
j) bank account details,
k) your Crypto-asset wallet address

If you are entering into an agreement as a sole proprietor, you must additionally provide:

a) company name,
b) tax identification number.

If you are entering into an agreement as a legal entity or organizational unit without legal personality you must provide:

a) company name,
b) company registry number,
c) tax identification number,
d) REGON (if applicable),
e) names of authorized representatives,
f) data of the person entering into the agreement,
g) phone number,
h) email,

i) registered office,

j) relevant tax office details,

k) bank account details,

l) beneficial owner data,

m) valid LEI number.

Before concluding the contract, we will also ask you to provide us with the documents and data that we collect in order to comply with our anti-money laundering and terrorist financing obligations.

We may request additional data if required by law. You must promptly update your data if it changes. We are not liable for losses if you fail to do so.

2.2. Your Declarations

By entering into the agreement, you declare that:

a) You have full legal capacity and are not subject to legal restrictions regarding the use of our Services or Transactions.

b) All information provided is true and reflects your actual situation and legal status.

c) In case of legal entity or organizational unit, you are authorized to represent it.

You also acknowledge our right to refuse to enter into an agreement at our discretion, especially for entities from countries on international sanctions lists or to whom we are unable to provide Services for regulatory reasons.

2.3. Moment of Agreement

The agreement is concluded electronically when:

a) You accept these Terms and any additional documents,

b) You make the required declarations,

c) We successfully verify and accept your information and documents.

Upon conclusion, you become our Client and we open your Client Profile.

2.4. Duration

The agreement is for an indefinite period. Termination rules are in section 12.

3. Provision of Services

3.1. Documents

Our Services are provided under the conditions set out in:

a) these Terms,

b) Table of Fees and Commissions,

c) Privacy Policy,

d) Conflict of Interest Management Policy,

e) Crypto-asset Transfer Policy,

f) other documents specified in the Terms.

Abovementioned documents constitute an annex to these Terms.

3.2. Technical Requirements

You need a device (computer or phone) with internet access and our app (for phones) or an up-to-date browser (for computers). The Exchange may not work on outdated browsers.

We are not responsible for malfunctions due to your device or third-party services you use outside our Exchange. We are also not responsible for the operation of services used by you outside our Exchange, even if you use them for transferring Crypto-assets.

We may temporarily disable all or part of the Exchange for maintenance, and will try to notify you in advance.

We may block access to certain or all Exchange functions if required by law, for individual Clients or jurisdictions.

You undertake to regularly verify and update the systems you use to access the Exchange. You acknowledge that failure to do so may affect the proper functioning of the Exchange on your device and may result in loss of profits or incurring losses.

You undertake to protect your logins and passwords used to access the Exchange and not to share them with third parties.

3.3. Placing Exchange Orders

Your Exchange Order must include:

a) Your name or company name,

b) Details of the person placing the order (if by proxy),

c) Date and time,

d) Type and amount of Crypto-assets,

e) Transaction type (buy or sell),

f) Asset price,

g) Order validity period,

h) Additional parameters required by law.

We will confirm receipt of your Order, but this does not mean it has been executed.

If your Order is unacceptable, we will notify you with reasons.

When applicable, Crypto-assets will be blocked in your Wallet when you place an Order and automatically debited upon execution.

The list of supported Crypto-assets is on our Website.

3.4. Execution of Exchange Orders

Execution occurs at the time indicated in the Transaction confirmation in your Client Profile.

Orders are executed at prices valid when the Order becomes final (cannot be withdrawn).

Our Website publishes the method for determining Crypto-asset prices.

The Table of Fees and Commissions may specify maximum/minimum Order values. Orders exceeding these limits may be rejected, cancelled or deemed invalid.

We may suspend Orders if access to a Crypto-asset is impossible for reasons beyond our control.

3.5. Restrictions and Liability for Orders

We may require additional documents or information to execute a Transaction, especially if required by third-party partners.

If, in accordance with applicable regulations, the exercise of rights, obligations, or other actions requires the transfer of your personal data or information concerning you that constitutes professional secrecy to a third party with whom we cooperate in providing Services, we will transfer such information, to which you hereby consent.

Only you are responsible for correctly transferring Crypto-assets to the appropriate wallets, including verifying whether the destination wallet you have indicated contains no errors and whether it belongs to you. An incorrect transfer of Crypto-assets or providing incorrect destination wallet details may result in the Crypto-assets being unrecoverable.

We may, with immediate effect, suspend the provision of Services in relation to a given Crypto-asset, in whole or in part, in cases where the provision has become impossible due to circumstances for which we are not responsible. We will exercise due diligence to inform you of this fact. The suspension of service provision lasts for the duration of the obstacle preventing the provision. If such an obstacle is permanent, our obligation to provide the Services expires in full.

Because of technical reasons, we do not guarantee that our list of purchase/sale offers is always up-to-date.

We are not liable for damages arising from:

a) Order rejection,

b) Suspension of Orders,

c) Delayed settlement of Transactions due to reasons beyond our control.

3.6. Funds for Transactions

Our Website specifies methods for transferring money for Transactions.

You may use third-party services to transfer funds, subject to their terms.

You may also transfer funds for the purpose of making a Transaction via bank transfer. To do this, you must provide correct transfer details, including, among others, your name and surname, recipient, transfer title, and our account number. We are not responsible for transfers in which the details have been incorrectly filled out by you.

If a bank transfer is directed to your Wallet from an account that does not belong to you, you provide an incorrect transfer title, or you do not provide us with the information referred to in section 4 within the specified time, we will return the funds within 30 days at the sender's cost and risk, to the bank account from which they were originally sent. We may deduct any handling fees corresponding to the cost of executing the return. If the amount to be returned is lower than the minimum handling fee, it will be fully deducted as handling costs.

Incoming transfers are updated in accordance with incoming transfer sessions on all days of the week except Saturdays, Sundays, and public holidays.

3.7. Funding the Wallet with Crypto-assets

If you fund your Wallet with Crypto-assets, you may do so only from a distributed ledger address or account belonging to you. Otherwise, we will return these Crypto-assets to the initiator of the transfer. The return will be made within 30 calendar days, and the amount of the return transfer will be reduced by the applicable network fee at the time of the return, as well as by our handling fee, which will depend on the quantity and type of the given Crypto-asset. If, due to missing or incorrect information, we are unable to return the Crypto-assets to you, we will ask you to provide the necessary information. If you do not do so within the deadline we specify, we will apply the appropriate procedure indicated in section 12. We are not responsible for any possible increase in the network fee depending on the timing of the return, nor for changes in the value of the given Crypto-asset.

If we have doubts as to the ownership of the distributed ledger address or account from which the Wallet was funded, we may apply the measures referred to in section 4.

3.8. Withdrawal of Funds

For bank transfer withdrawals, you must specify your own bank account. We will not process a withdrawal to any other bank account. Furthermore, we will not process a transfer if it does not contain all the required and correct information as required by applicable regulations.

Withdrawals are processed within 2 business days.

3.9. Withdrawal of Crypto-assets

Crypto-assets can only be withdrawn to your own distributed ledger address or Crypto-asset account.

3.10. Custody of Crypto-assets

Crypto-assets visible in your Wallet are stored and administered by an entity with which we have a relevant agreement.

4. Transaction Security

You may not use Exchange for purposes inconsistent with its intended use

If we have reasonable suspicion that your actions are unlawful—particularly if we suspect that the funds or Crypto-assets involved in a Transaction originate from an illegal source—we may block the Transaction or your Wallet. If, in such a case, we have received any funds, we may deposit them in an appropriate account or escrow until a final decision is reached, for which we will charge fees. The unblocking of funds or Crypto-assets may occur once all doubts have been resolved, including after obtaining relevant information from state authorities.

We may also block your Wallet if your data is incomplete or appears incorrect, and request additional documents.

If doubts cannot be resolved, we may refuse the Transaction. If we unblock your Wallet and execute the Transaction, you cannot claim for lost profits.

These rules also apply if a bank or other financial institution requests action.

5. Client Contact

All declarations related to Services or other business activities may be made electronically unless otherwise required by law.

Key information regarding your activity in the Exchange related to the Services we provide can be found in your Client Profile. There you will find, among other things, information about:

a) Your balance,
b) The history of your Transactions and fees incurred,
c) The Crypto-asset wallets you own that are synchronized with the Exchange,
d) The current versions of documents related to the Services we provide.

After each Transaction, we will notify you and display it in your Profile. You must monitor your Transactions and promptly report any irregularities.

We publish information about transactions concluded by us, including volumes and prices.

Upon agreement, we will provide you with the Terms and attachments, and information documents about the Crypto-assets for which we provide Services.

We may contact you via:

a) Phone (including SMS),

b) Mail (including registered mail),

c) Electronically (especially by email and Client Profile),

d) Push notifications in the mobile app.

If required by law, we will provide documents and information on a durable medium.

6. Fees and Commissions

We may charge fees and commissions for our Services. Details are in the Table of Fees and Commissions on our Website. Payment intermediaries may charge additional fees.

7. Conflict of Interest

If a conflict of interest arises, we will act to eliminate any potential negative impact on you. The conflict of interest policy is included in the provided document and available on our Website. Our internal regulations ensure your interests are not violated in such cases.

8. Outsourcing Services to Third Parties

We may outsource certain Service activities to third parties. In such cases, Service conditions will not worsen for you.

We use third-party services, including payment intermediaries and banks.

You will be notified at least 30 days in advance of such outsourcing.

9. Liability

We are only liable for damages resulting from our breach of:

a) Applicable laws,

b) These Terms or referenced documents,

c) Bad faith or lack of due diligence in providing Services.

We are not liable for:

a) Losses from your Transactions,

b) lost profits or losses you incur due to disruptions or delays in data transmission, if they occur through no fault of ours, in particular if, due to the malfunctioning of the technical infrastructure you use, you were unable to carry out a Transaction or access your Client Profile,

c) Correctness of Crypto-asset deposits and withdrawals if issues are due to the network, not us,

d) Transaction registration times for specific Crypto-asset wallets,

e) Losses from inability to transact during technical breaks,

f) Differences in Crypto-asset exchange rates,

g) Losses from blocked transactions or blocks made per the Terms or at the request of authorities.

10. Complaints

You may complain about our Services electronically via a form on our Website.

Forms and contact details are in the complaints instructions on our Website.

A complaint should include:

a) Name/company name,

b) Email address,

c) Wallet address (if applicable),

d) Service reference number or other references to the relevant transactions, e.g., wallet address (if applicable);

e) Information about the complaint (All essential information regarding the crypto-asset service to which the complaint relates and a description of the subject of the complaint);

f) The complainant's specific request;

g) Any documents or evidence supporting the stated facts, e.g.:

  - Proof of payment (in PDF format), if the complaint concerns a financial transaction;
  - Transaction hash, if the complaint concerns the deposit or withdrawal of crypto-assets.If unclear, we may ask for clarification; if not provided within 7 days, we may reject the complaint.

We will confirm receipt of your complaint.

Complaints will be resolved within 14 days of receiving a complete complaint.

You may appeal our decision, and we will respond within 14 days. If we uphold our decision, further appeals are only considered if you provide new information.

If you are a consumer and the agreement was concluded electronically, you may resolve disputes via the European ODR platform (http://ec.europa.eu/consumers/odr/).

You may also take the matter to a court of competent jurisdiction or seek advice from the Financial Ombudsman or consumer organizations.

11. Intellectual Property

We own all works, trademarks, and designations provided in the Exchange and on our Website.

All works, goods, and designations are protected by law. You may only use them for private purposes, as permitted by law. For other uses (e.g., commercial), you must obtain our consent.

12. Termination of Agreement

You may terminate the agreement with immediate effect at any time, especially if you disagree with changes to the Terms or referenced documents. To terminate, you must withdraw all Crypto-assets from your Wallet.

To terminate, notify us by email at support@ari10.com.

We may terminate the agreement with 14 days' notice if:

a) Security measures required by anti-money laundering or terrorism financing laws cannot be applied,

b) The Client does not update required information,

c) The Client breaches the Terms or social norms,

d) There is reasonable suspicion of illegal activity,

e) The Client goes bankrupt or is liquidated,

f) Other cases specified in the Terms.

We will notify you of termination and its reason by email.

If we terminate, you must withdraw all Crypto-assets by the end of the termination day. If not, we will sell them and transfer the amount to your verified withdrawal account. If not provided, we will request it by email within two business days.

If you do not provide the account or documents, remaining funds will be transferred to a segregated, non-interest-bearing account, not covered by compensation schemes, and you will be asked to submit a withdrawal instruction.

We may temporarily suspend Services to clarify the situation, including blocking access to your Profile. We are not liable for loss of value of your assets during such suspension.

13. Your Personal Data

We collect and store your personal data in accordance with applicable laws, especially data protection and anti-money laundering laws.

We process your data for purposes related to the agreement, including maintaining the relationship, debt recovery, application processing, risk assessment, compliance, product and service development, and analysis.

Detailed data processing rules are in our Privacy Policy that you can find on our Website.

14. Death of the Client

When we obtain reliable information about the death of a Client, the agreement between us expires. We consider a scan of the death certificate, an abridged copy of the death certificate, or another official document confirming the Client's death as reliable information.

After the agreement expires, we will block the ability to deposit or withdraw from the Wallet, and the Crypto-assets held in the Wallet will remain there until we receive appropriate instructions from the heirs of the deceased Client.

We accept any instructions regarding the Crypto-assets exclusively from the heirs indicated in a court decision confirming the acquisition of the inheritance or in a notarial deed of inheritance certification. In the case of multiple heirs, we may accept instructions from all of them or from one, provided that person acts on behalf of the others based on appropriate powers of attorney. We may also accept instructions based on a court decision on the division of the inheritance or an inheritance division agreement. If there are additional obligations arising from applicable regulations, we will execute the instructions after the heirs fulfill these conditions. In the case of multiple heirs, it is also necessary to provide an inheritance division agreement or a court decision on the division of the inheritance, indicating which persons are entitled to the Crypto-assets from the account and in what proportions.

Based on documents confirming the acquisition of inheritance and a scan of the heir's identity document, we will accept a written instruction to transfer the Crypto-assets. Additionally, we may ask the heirs to provide proof that they are the owners of the account to which the Crypto-assets are to be transferred.

The above provisions apply accordingly in the case of the liquidation of a legal entity or an organizational unit without legal personality. In the case of liquidation, reliable information about the liquidation must be provided, which we consider to be a resolution of the partners on the dissolution of the legal entity, a court decision forming the basis for the dissolution of the legal entity, or an extract from the National Court Register confirming the liquidation of the legal entity..

15. Other Provisions

15.1. Powers of Attorney

You may authorize other persons to perform any actions related to your Agreement, for example, to conclude it, amend its terms, or terminate it. You can do this in writing in two ways:

a) In the presence of our employee, who will confirm the authenticity of the data, documents, and signatures,

b) By sending a signed power of attorney along with a copy of the identity document and a specimen signature of the attorney-in-fact. In this case, we will contact you to confirm the authenticity of the power of attorney.

The attorney-in-fact may authorize another person to perform actions related to your Agreement if this is expressly indicated by you in the power of attorney.

The power of attorney expires when:

c) a) You or your attorney-in-fact revoke it,

d) b) The Client or their attorney-in-fact passes away,

e) c) The Client, being a legal entity, loses its legal personality.

15.2. Force Majeure

We are not liable for difficulties, delays, or failures to perform due to Force Majeure.

15.3. Own-account Transactions

If we conduct Crypto-asset transactions on our own account, we will publish information, including volume and price, on our Website at least until the end of the next business day.

15.4. Data Updates

If we require you to provide certain data/documents and you fail to do so without valid reason, we may refuse or terminate the agreement, refuse Transactions, or block access to your Profile.

15.5. Failure to Provide Funds

If you do not provide the funds within the deadlines specified in the Terms, additional documents governing the terms of our cooperation, or in separate regulations, we will take steps to clarify the situation. In particular, we do this through negotiations, and if this proves ineffective, we will take actions aimed at recovering the outstanding funds. If the Client is in arrears with providing funds for more than one month, we may terminate the agreement with immediate effect or suspend further performance of the agreement until the Client provides the outstanding funds, or until we receive a guarantee of their provision or other security from the Client or a third party.

15.6. Changes to the Terms

We may amend the Terms if:

a) There are changes in regulations that have or may have an impact on our business, including the Services we provide or Customer service,

b) We need to adapt the Terms and Conditions to applicable regulations,

c) There are changes in the interpretation of applicable regulations resulting from court judgments, resolutions, decisions, recommendations, or other acts of state authorities,

d) There is a need to adapt the Terms and Conditions to decisions, guidelines, recommendations, or other positions of supervisory authorities,

e) There is a need to adapt the Terms and Conditions to requirements related to consumer protection,

f) There is a change in the scope of our business or a change in the scope or manner of providing Services,

g) We introduce new products or services to our offer or make changes involving the modification of Services or products, including their scope and manner of provision,

h) There is a need to adapt the Terms and Conditions to market conditions, including the offer of competing entities providing crypto-asset services, technological changes, or changes in the functioning of the derivatives market,

i) Editorial or stylistic changes are introduced that do not affect your legal situation.

Changes to the Terms are made on the basis of a notice sent to you at least 14 days before the effective date.

We may amend other documents governing the terms of our cooperation, in particular the documents referred to in section 3.1. Such changes are made on the basis of a notice sent to you at least 7 days before their effective date.

We may amend the Table of Fees and Commissions in the event of:

a) Changes in the level of inflation,

b) An increase in the costs of providing Services, in particular as a result of changes in the prices of energy, telecommunications, postal services, transaction settlement services, and other costs incurred by the Company or resulting from changes in applicable regulations,

c) The introduction of fees related to the implementation of new Services or products,

d) A change in the scope, form, or manner of providing Services, in particular to adapt them to current business standards, market conditions, technological changes, etc.

Additionally, we may amend the Terms and the documents referred to in section 3.1 on the basis of a notice sent to you 1 day before their effective date if such changes:

a) Result in a reduction of the costs you incur,

b) Result from the occurrence of Force Majeure,

c) Do not adversely affect your legal or economic situation.

15.7. Transfer of rights and obligations

We reserve the right to transfer our rights and obligations under these Terms, as well as all or part of the Clients served, to another entity providing services identical to those provided by us. We will inform you of this no later than 14 days before the planned transfer.

Within 14 days of receiving the above-mentioned information, you may terminate the agreement with immediate effect, without incurring any additional costs, except for costs arising from the provision of Services up to the date of termination.

After the effective transfer of Services to the new entity, all rights and obligations under the Terms will be performed by the new entity, without the need for you to enter into new agreements.

15.8. Governing Law

The agreement and these Terms are governed by Polish law.