

TERMS AND CONDITIONS OF THE GATEWAY SERVICE

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

1. General Provisions

1.1. Introduction

These Terms specify the rules for the provision of the Gateway Service by us and its use by Clients. 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

"Gateway" means the interface (so-called payment gateway) located on the website of a Partner, through which you can purchase Crypto-assets under the conditions specified in these Terms.

"Client" means a natural person whom we provide Services.

"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 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.

"Partner" means a natural person, legal entity, or organizational unit without legal personality with whom we have entered into a cooperation agreement.

"Services" means:

- a) exchange of Crypto-assets for money, understood as entering into agreements with Clients for the purchase of Crypto-assets in exchange for money, using our own capital,
- b) transfer of Crypto-assets on behalf of Clients.

"Terms" means these Terms and Conditions of the Gateway Service by Bitcan sp. z o.o.

"Transaction" means the purchase of Crypto-assets conducted by the Client via Gateway.

"Website" means www.ari10.com.

2. What is Gateway and What You Must Do Before Making a Transaction

2.1. What is Gateway

Gateway is a tool that allows you to purchase selected Crypto-assets in exchange for money (fiat currency) under the conditions specified in these Terms. To use Gateway, you must consent to these Terms and complete the steps described below. You then enter into an agreement with us for a single Transaction.

2.2. What Data You Must Provide

To use Gateway, you must provide all information and documents required by law for identification and verification of your identity. 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.

We may also request documents and data required for compliance with anti-money laundering and counter-terrorism financing obligations.

We may request additional data if required by law.

2.3. Your Declarations

By accepting these Terms, 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) if you represent a legal entity or organizational unit, you are authorized to represent it.

You also acknowledge and confirm that you are aware of our right to refrain from providing Services to a Client at our sole discretion and for any reason. This applies in particular to entities that are citizens, residents, or entities based in or present in countries on international sanctions lists.

2.4. Moment of Agreement

The agreement is concluded electronically when:

- a) You accept these Terms and any additional documents, in particular, the documents referred to in point 3.1,
- b) You make the required declarations,
- c) We successfully verify and accept your information and documents.

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

To use Gateway, you need a device (e.g., computer, phone) with internet access and an up-to-date browser. Gateway may not function properly on outdated browsers.

We are not responsible for malfunctions of Gateway resulting from your device or for services you use outside Gateway, even if used for Crypto-asset transfers.

We may temporarily disable all or part of Gateway, e.g., for maintenance. We will try to notify you in advance.

We may block access to some or all features of Gateway if required by law. This applies to individual Clients and selected jurisdictions.

You are obliged to regularly verify and update the systems you use to access Gateway. You acknowledge that failure to do so may affect the proper functioning of Gateway on your device and lead to loss of profits or losses.

3.3. Placing Exchange Orders

Your Exchange Order must include:

- a) Your name or company name,
- b) Date and time,
- c) Type and amount of Crypto-assets,

- d) Asset price,
- e) Additional parameters required by law.

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

By placing an Exchange Order, you declare that the funds you intend to use for the Transaction belong to you and you are authorized to use them.

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

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

3.4. Execution of Exchange Orders

The Crypto-asset rate presented in Gateway after we accept your Exchange Order is binding for a specified time. To complete the Transaction on the presented terms, you must provide the necessary data (if not already provided) and make payment within 15 minutes. After 15 minutes, the presented prices are recalculated based on the current rate of the Crypto-asset you wish to purchase.

Due to the high volatility of Crypto-asset prices, the final price at which the Crypto-assets are purchased is determined at the time the funds for the purchase are credited to the account of the payment intermediary we cooperate with. Your Exchange Order will be executed immediately after these funds are credited.

If the Crypto-asset rate presented in Gateway differs significantly from the rate at the time the funds are credited, we may not execute your Exchange Order. We will notify you immediately.

We may also not execute your Exchange Order or execute it for a proportionally smaller amount if you do not deposit the previously declared amount of funds to cover the Transaction.

Crypto-assets purchased on your behalf are transferred within one business day to your wallet address provided before placing the Exchange Order. We will provide you with confirmation of the Transaction containing all necessary information.

We publish the method for determining the price of Crypto-assets on our Website.

We may specify in the Table of Fees and Commissions the maximum and minimum value, volume, or size of Exchange Orders. We do not accept, cancel, or declare invalid Exchange Orders that exceed or would lead to exceeding the values, volumes, or sizes specified in the Table of Fees and Commissions.

We may suspend the acceptance of Exchange Orders if access to a given Crypto-asset is impossible for reasons beyond our control. After the cause of the delay is removed, we will settle concluded Transactions in due time.

You accept and agree that after the Transaction is completed, it cannot be reversed and you cannot withdraw from the distance contract concluded with us.

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 law requires us to provide your personal or confidential information to a third party, you consent to this.

You are solely responsible for correctly transferring Crypto-assets to the right wallets. Incorrect transfers may be irrecoverable.

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 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.

4. Transaction Security

You may not use Gateway for purposes inconsistent with its intended use. You may not make Transactions on behalf of third parties.

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.

After each Transaction, we will notify you. 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).

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 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.

We will publish information about such outsourcing at least 30 days in advance.

9. Liability Rules

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,
- c) Correctness of Crypto-asset deposits/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) Losses from blocked transactions 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.:
 - o Proof of payment (in PDF format), if the complaint concerns a financial transaction;
 - o 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.

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 Gateway 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. 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 the Privacy Policy.

13. Other Provisions

13.1. Powers of Attorney

You may not authorize others to act on your behalf regarding the Agreement.

13.2. Force Majeure

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

13.3. 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.

13.4. Data Updates

If we require you to provide certain data/documents and you fail to do so without valid reason, we may refuse Transactions.

13.5. 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.

13.6. 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 published on our Website 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 point 3.1. Such changes are made on the basis of a notice published on our Website 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 point 3.1 on the basis of a notice published on our Website 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.

13.7. Governing Law

The agreement and these Terms are governed by Polish law.