

TERMS OF USE

Version: 1.2 dated 8 September 2025.

These terms of use ("**Terms**") govern the mutual rights and obligations of DNZ BTO s.r.o., a company having its registered office at Václavské náměstí 2132/47, Nové Město, 110 00 Prague 1, Czech Republic, ID No.: 079 64 358, registered in the Commercial Register maintained by the Municipal Court in Prague under file C 310622 (the "**Operator**"), as operator of the Littlebit service (the "**Product**"), and users of the Product (each a "**User**").

INVESTING IN CRYPTOASSETS IS HIGHLY RISKY AND NOT RECOMMENDED FOR INEXPERIENCED INVESTORS. NEVER INVEST MONEY WHICH YOU CANNOT AFFORD TO LOSE. INVESTMENTS INTO CRYPTOASSETS ARE NOT INSURED. PRIOR TO USING THE PRODUCT, PLEASE READ AND EVALUATE THE NON-EXHAUSTIVE LIST OF RISKS IN CLAUSE 14 (RISKS). IN CASE OF ANY DOUBTS OR QUERIES, PLEASE CONSULT AN INDEPENDENT FINANCIAL ADVISOR.

1 DEFINED TERMS

In these Terms, the following terms have the meanings ascribed to them below:

"**AISP**" has the meaning given in clause 5.3.

"**Automatic Investment**" has the meaning given in clause 3.1.1(a).

"**BTC**" means Bitcoin.

"**Cap**" means the maximum portion of a Vendor Payment (amount of Fiat Currency) which the Product will convert into an Investment Commitment, so as to protect the User from inadvertent high-volume Automatic Investments in the case of high-value Vendor Payments. The valid Cap is indicated in the Product interface.

"**Civil Code**" means Act No. 89/2012 Coll., the Civil Code, as amended.

"**Content**" has the meaning given in clause 15.1.

"**Custody**" has the meaning given in clause 11.1.

"**Exchange Rate**" means the exchange rate between a Fiat Currency and BTC, which applies to Automatic Investments (see clause 8 (*Pricing*)).

"**Fee**" means a fee chargeable by the Operator to the User in the amount set out in the Pricing Terms.

"**Fiat Currency**" means CZK or any other fiat currency (legal tender), supported by the Product from time to time, in which the User Bank Account is held.

"**Floor Value**" means the minimum balance of Investment Commitments required for the execution of an Automatic Investment, as indicated in the Product interface.

"**Investment Commitment**" has the meaning given in clause 7.1.1.

"**Investment Event**" has the meaning given in clause 7.1.2.

"**Investment Proportion**" has the meaning given in clause 7.1.1.

"**Mobile Application**" means the Littlebit application accessible via the App Store or Google Play, through which Users may use the Product on supported smart devices.

"**Operator**" has the meaning given in the introductory part of this document.

"**Party**" means the Operator or a User.

"**Pricing Terms**" means the Fee document accessible in the Product interface and at www.littlebitapp.com.

"**Product**" has the meaning given in the introductory part of this document.

"**Product Agreement**" has the meaning given in clause 4.2.

"**Product Transaction**" means an Automatic Investment or a Withdrawal.

"**Purchase Price**" has the meaning given in clause 7.1.3(a).

"Purchased BTC" means, in respect of a certain Investment Event, an amount of BTC equivalent to the Purchase Price payable in that Investment Event under these Terms, such equivalent to be determined based on the Exchange Rate valid at the time.

"T&C Document" means these Terms or the Pricing Terms.

"Terms" has the meaning given in the introductory part of this document.

"User" has the meaning given in the introductory part of this document.

"User Bank Account" means, in relation to a User, a bank account held in the User's name which has been accepted by the Operator for usage in connection with the Product.

"User Payment Card" means, in relation to a User, a payment card issued in the User's name which has been accepted by the Operator for usage in connection with the Product.

"Vendor Payment" means a payment executed by the User using their User Payment Card to a payee other than the Operator.

"Wallet" means (the public key of) any hardware or virtual wallet which is capable of storing BTC.

"Website" means the Product website accessible at www.littlebitapp.com.

"Withdrawal" has the meaning given in clause 11.4.

2 OPERATOR AND CONTACT DETAILS

2.1 The Operator of the Product is DNZ BTO s.r.o., a company having its registered office at Václavské náměstí 2132/47, Nové Město, 110 00 Prague 1, Czech Republic, ID No.: 079 64 358, registered in the Commercial Register maintained by the Municipal Court in Prague under file C 310622.

2.2 Users may contact the Operator using any of the following means:

- (a) by e-mail or by phone at the contact details listed on the Website;
- (b) by mail or another delivery service at the address of the Operator's registered office;
- (c) by any further means set out elsewhere in the T&C Documents or offered within the Product interface.

2.3 In the event that the User contacts the Operator on any matter related to the Product or the Product Agreement, including the exercise of its rights and complaints, and it is not possible for the Operator to undoubtedly verify the User's identity from that form of communication, the Operator shall be entitled to invite the User to complete all information necessary for the review of the matter, including but not limited to (a) identification and contact details, (b) a more detailed description of the matter, and (c) supporting documentation to enable an independent further review by the Operator.

3 PRODUCT DESCRIPTION

3.1 Features

3.1.1 The Product is a service which enables its Users, in particular, to:

- (a) purchase BTC for Fiat Currency at the applicable Exchange Rates, automatically and continuously in amounts dependent on the volume of Vendor Payments made by the User over time (see clause 7 (*Automatic Investments*)) (also referred to in these Terms as an **"Automatic Investment"**);
- (b) store BTC purchased through the Product with the Operator (see clause 11 (*Custody and Withdrawals*));
- (c) withdraw BTC stored the Operator into a Wallet selected and owned by the User (see clause 11 (*Custody and Withdrawals*)); and
- (d) view the past and current value of BTC purchased through the Product.

3.1.2 The Product does not enable its Users to invest in BTC in any manner other than through, and on the fixed terms of, Automatic Investments, or to sell BTC to the Operator.

3.2 Interfaces

The Product may be accessed via the Mobile Application.

3.3 Pricing

Usage of the Product is, in itself, free of charge. Operator margin is priced into Exchange Rates and generated by additional Fees chargeable on Automatic Investments.

4 CONTRACTUAL RELATIONSHIP BETWEEN PARTIES

4.1 By registering for the use of the Product, the User agrees to be bound by the T&C Documents.

4.2 The T&C Documents, together with any special written arrangements of the Parties, constitute an agreement on the provision of the Product between the Operator, as provider of the Product, and the User, as user of the Product (the "**Product Agreement**").

4.3 Provisions of the Parties' special written arrangements control over the T&C Documents. Provisions of the Pricing Terms control over these Terms.

5 REGISTRATION

5.1 In order to use the Product's functionalities referred to in clause 3.1.1, the User must complete the registration process requested by the Product interface.

5.2 As part of the registration the User must, in particular:

- (a) create a User account;
- (b) complete identity and contact verification;
- (c) complete an anti-money laundering (AML) and know-your-customer (KYC) procedure prescribed by the Operator;
- (d) link a User Payment Card to be used for Automatic Investments, and complete an associated payment card authentication process; and
- (e) link a User Bank Account to be used for determining the volume of Automatic Investments, and complete an associated bank account authentication process.

5.3 Linking the User Payment Card and User Bank Account to the Product grants the Operator read-access to transactions booked on the User Bank Account. This is necessary for:

- (a) the authentication of the User Payment Card and the User Bank Account; and
- (b) operation of the Automatic Investment functionality.

Access is facilitated by a licensed third-party account information service provider listed in the Product interface (the "**AISP**"). No access will be granted to either of the AISP or the Operator until the User gives express consent during the registration process; once granted, the User may withdraw its consent at any time within the Product interface.

5.4 In completing the registration, the User must provide truthful, accurate and complete information.

5.5 The Operator may refuse or defer a User's registration for any or no reason; in particular, it may do so if:

- (a) the User is less than 18 years old;
- (b) it reasonably finds that (i) the information submitted by the User is untrue, inaccurate, incomplete or ingenuine, or (ii) the usage of the Product by the User would or is likely to contravene the T&C Documents, AML regulations or other applicable laws;
- (c) the User is not the holder of the User Payment Card or the User Bank Account submitted for registration;
- (d) the User is, or is affiliated with, a person subjected to national or international sanctions;

- (e) the User is a politically exposed person or their risk profile does not fit within the Operator's internal risk matrix for another reason; or
- (f) the User is entered in the Operator's internal blacklist.

5.6 If and once registration has been successfully completed, the Operator will give corresponding notice to the User either via e-mail or within the Product interface. Upon registration, the Product Agreement is formed and the User may commence using all of the Product's functionalities.

6 USER ACCOUNT

- 6.1 The User must keep all personal and payment information related to its account up-to-date, and must promptly notify the Operator of any changes to such information.
- 6.2 Any personal and payment information may be changed within the Product interface, subject to any AML, KYC and card or account authentication procedures required by the Operator.
- 6.3 The User must keep their Product login credentials strictly confidential.
- 6.4 The User is obliged to choose a secure password. The User shall furthermore notify the Operator immediately in writing of any misuse or even attempted misuse of the User's access data, data or media and shall notify the Operator immediately (i) by telephone using the contact details provided on the Website if the event occurs during the Operator's normal business hours; (ii) by email using the contact details provided on the Website and then by telephone immediately after the Operator's normal business hours have resumed. The User is then obliged to choose new access details for his account without delay.
- 6.5 The Operator may suspend access to the User's account for any of the reasons set out in clause 5.5, pending remediation of the relevant issue.

7 AUTOMATIC INVESTMENTS

- 7.1 The Automatic Investment functionality operates as follows:
 - 7.1.1 The User enables the functionality in the Product interface and chooses the proportion (%) of the amount of each Vendor Payment which it wishes to invest automatically into BTC (such proportion being referred to as the "**Investment Proportion**"). The amount of Fiat Currency which, subject to the applicable Cap, corresponds to the Investment Proportion of each Vendor Payment, is referred to as an "**Investment Commitment**".

***Example A:** If the User opts for an Investment Proportion of 5 % and then makes a Vendor Payment of EUR 100, such Vendor Payment will give rise to an Investment Commitment of EUR 5 (5 % out of EUR 100).*

- 7.1.2 As the User then proceeds to make Vendor Payments, over time, the Product leverages its transaction history access to (i) identify such Vendor Payments and (ii) calculate and record the Investment Commitments created by them. However, prior to such time as the balance of Investment Commitments recorded by the Product reaches or exceeds the Floor Value (each such moment being an "**Investment Event**"), no transfer of Fiat Currency or BTC takes place between the Parties.

***Example B:** Having opted for an Investment Proportion of 5 %, a User has made Vendor Payments in the total amount of EUR 280. The Product has therefore recorded Investment Commitments in the total amount of EUR 14 (5 % out of EUR 280). But since, in this example, the Floor Value is set at EUR 15, no Automatic Investment has taken place so far: the User has neither had to make any actual payment to the Operator, nor acquired any BTC. The Investment Commitment balance remains a referential number shown in the Product interface.*

Users are advised that the recording of Vendor Payments and Investment Commitments in the Product interface is not immediate and may take up to a few days, depending on a number of factors such as the AISP and the bank administering the User Bank Account.

- 7.1.3 Once an Investment Event does occur, an Automatic Investment is executed automatically:
 - (a) an amount of Fiat Currency equal to the sum of Investment Commitments recorded at the time of the Investment Event is debited from the User Payment Card, in favour of the Operator's bank account, whereas of such total debited amount:

- (i) a portion set forth in the Pricing Terms represents a Fee payable to the Operator; and
 - (ii) the entire balance remaining after deduction of the Fee (the "**Purchase Price**") is used to purchase BTC from the Operator; and
- (b) in consideration of the Purchase Price, the Purchased BTC is transferred to the User and placed into Custody.

Example C: The User referred to in Example B above has now made one additional Vendor Payment in the amount of EUR 100. This causes the Product to record an additional Investment Commitment of EUR 5 (5 % out of EUR 100), and the total Investment Commitment balance increases to EUR 19 (EUR 14 plus EUR 5). As a result, the Floor Value is reached (exceeded) and the Investment Event occurs: assuming a Fee of 5 %, the User automatically purchases EUR 18.05 worth of BTC (EUR 19 minus a Fee of EUR 0.95) at the applicable Exchange Rate.

- 7.1.4 After completion of the Automatic Investment, the balance of Investment Commitments resets to zero and the process described in clauses 7.1.2 and 7.1.3 begins anew.
- 7.2 If the User wishes to use the Automatic Investment functionality, they must:
- (a) complete the registration process outlined in clause 5 (*Registration*);
 - (b) turn on the functionality in the Product interface; and
 - (c) set the desired Investment Proportion.
- 7.3 For as long as, and each time that, the Automatic Investment functionality is activated by the User, the User agrees to purchase from the Operator and the Operator agrees to sell to the User, on each Investment Event, the Purchased BTC, for the Purchase Price.
- 7.4 The Operator shall only become obliged to transfer the Purchased BTC if and once the Purchase Price and all applicable Fees have been paid; after receipt of payment, the Operator shall execute the transfer within 48 hours.
- 7.5 The User may deactivate the Automatic Investment functionality at any time using the Product interface. Deactivation will not, however, affect any Automatic Investments already completed prior to the deactivation.

8 PRICING

- 8.1 The amount of Purchased BTC which a User is entitled to acquire for any given Purchase Price is determined by reference to the Exchange Rate valid at the time at the time of execution of the Automatic Investment. The Exchange Rate applicable to any given Investment Event is displayed in the Product interface.

The exchange rate at the time of the Investment Event is set by the Operator and reflects, in principle, the sum of the Operator's own acquisition costs plus margin. Since the Operator purchases BTC continuously at varying prices, the Exchange Rate, too, fluctuates over time. The Exchange Rate consists of the value of BTC determined using a reference market rate obtained from third party market data providers and is further adjusted by a spread (difference) determined by the Operator between the buying and selling rates to reflect the costs and risks associated with providing liquidity and making the Automatic Investment. The actual amount of the spread (difference) is always available in the Pricing Terms.

- 8.2 The User should beware that the Exchange Rate may fluctuate even between the occurrence of the Investment Event and the execution of the ensuing sale of BTC. This means that, in practice, Users may receive slightly more or less of BTC for the Purchase Price than they might have originally expected. The User explicitly consents to such arrangement.

9 FEES

- 9.1 As remuneration for providing the Product, the Operator is entitled to the payment of Fees by the User.
- 9.2 A complete list of all Fees, inclusive of their amount or calculation, is set forth in the Pricing Terms. If no Fees are listed in the Pricing Terms, this means none are payable by the User.

9.3 The Operator may change the Pricing Terms at any time, under the same conditions and in the same manner as these Terms.

9.4 The Fees are due and payable on each Investment Event, together with the Purchase Price and in the same manner as the Purchase Price, unless expressly provided otherwise in the T&C Documents in individual cases.

10 PAYMENT TERMS

10.1 Payments of the Purchase Price or any Fee may only be made by the User Payment Card.

10.2 The User Payment Card and the User Bank Account must be registered in the User's own name.

10.3 The User explicitly authorises the Operator to initiate payments of any amounts owing to it under the T&C Documents, in particular Purchase Prices and Fees, from the User Payment Card, when and as they fall due. Any Purchase Price, and unless explicitly provided otherwise in the T&C Documents, the applicable Fees, will be due on the date on which the respective Investment Event has arisen. If any payment under this clause fails on the first attempt, the Operator reserves the right to reattempt collection of the payment repeatedly until such time as it is successful.

10.4 The Operator may refuse any User payment which:

- (a) represents only a portion of the amount due;
- (b) relates to a rejected or cancelled Automatic Investment;
- (c) has been made in a manner not envisaged by the T&C Documents;
- (d) has no underlying legal title; or
- (e) the Operator is required to refuse under the T&C Documents or the law.

The Operator must return any refused payment using the same means by which it was originally made, after deduction of any fees charged in connection with such operation by the Operator's provider of banking services.

11 CUSTODY AND WITHDRAWALS

11.1 Automatically upon the execution of each Automatic Investment, all Purchased BTC will be securely stored in the Operator's custodial infrastructure consisting of three tiers:

- (a) online multi-signature hot wallets which are for operational purposes only; the amount of funds is strictly limited; security is implemented through distributed cryptography, with the user's private key being generated through a third party service and further encrypted;
- (b) offline multi-signature warm wallet which are operationally available; the amount of funds is strictly limited; security is implemented through a platform based on certified hardware;
- (c) multi-signature cold wallets, which, in addition to the highest level of security through an offline generated private key, include additional procedural and organisational measures for security purposes;
("Custody").

11.2 Detailed information about Custody's setup, including the security measures used, third parties and principles of protection of client funds, is provided on the Website.

11.3 Purchased BTC held in Custody will remain the property of the User. The Operator may not dispose of or otherwise use the Purchased BTC, except for:

- (a) transferring it to another Custody account; or
- (b) actions pursuant to the User's own instructions.

11.4 The User may request the Operator to transfer any Purchased BTC stored in Custody into any Wallet address owned by the User (a "Withdrawal"). If the User wishes to make a Withdrawal, they must:

- (a) choose the amount of BTC they wish to withdraw;

- (b) enter the public address of the desired Wallet owned by the User; and
- (c) confirm the Withdrawal instruction using a second authentication factor.

11.5 The Operator is entitled to assume that the information provided in the Withdrawal instruction reflects the User's actual intent. The User acknowledges that providing incorrect, inaccurate, or incomplete information in the Withdrawal instruction may result in the irreversible loss of the BTC being withdrawn.

11.6 Withdrawals may be subject to fees charged by other intermediaries in accordance with their terms and conditions. In such cases, the Operator will inform the User of such third-party fees and only the balance of the withdrawn BTC, after deducting all applicable third-party fees, will be credited to the chosen Wallet owned by the User.

12 DENIAL OF PRODUCT TRANSACTIONS

12.1 The Operator may reject or cancel the execution of any Product Transaction or, if relevant, suspend its execution pending resolution of the issue at hand if:

- (a) one of the grounds set out in clause 5.5 is present;
- (b) execution of the Product Transaction would violate the law;
- (c) the applicable law requires that an (additional) AML/KYC procedure first be completed;
- (d) the Operator reasonably suspects that the Product Transaction has been initiated by the User using proceeds of crime, for an illegal purpose or otherwise in an illegal manner;
- (e) the User would otherwise exceed the Operator's internal transaction limits;
- (f) the Product Transaction cannot be completed on reasonable terms due to *force majeure*;
- (g) the Product Transaction in question is an Automatic Investment and the User has failed to pay the Purchase Price and applicable Fees in accordance with the T&C Documents;
- (h) the Product Transaction in question is an Automatic Investment and it cannot be completed on reasonable terms due to a shortage in the supply of BTC on the public markets; or
- (i) the T&C Documents or the law so otherwise allow or require.

12.2 Save where this is prohibited by law or technically impossible, if the Operator decides to reject, cancel or suspend the execution of a Product Transaction:

- (a) it must give corresponding reasoned notice to the User; and
- (b) if an Automatic Purchase has been rejected or cancelled, it must return to the User any funds already received from it in connection with such rejected or cancelled Automatic Purchase.

13 LIABILITY

13.1 The Operator strives to supply Users with the best possible experience and mitigate any risks associated with using its Product by employing top industry standards. Nevertheless, from time to time, Users could theoretically incur losses in connection with using the Product, and there are certain types of loss which the Operator cannot accept responsibility for. In particular, to the maximum extent permitted by law, the Operator is not liable for any damage resulting from:

- (a) the use of the Product in a manner or for a purpose other than as intended under the T&C Documents;
- (b) loss or misuse of the User's login credentials;
- (c) unauthorized use or loss of the User Payment Card or User Bank Account;
- (d) actions by the User or third parties, including AISPs, or other third-party suppliers of the Operator;
- (e) fluctuations in the Exchange Rate;

- (f) provision of incorrect, inaccurate, or incomplete information by the User during registration or in a Withdrawal request, or the User's failure to keep personal and payment information up to date;
- (g) suspension of the Product or Product Transactions due to legal requirements;
- (h) the Operator's refusal to complete the User's registration or suspension/termination of the User's account under the T&C Documents;
- (i) the Operator's refusal to execute, or cancellation or suspension of, a Product Transaction in accordance with the T&C Documents;
- (j) realization of the risks or circumstances described in clause 14 (*Risks*);
- (k) outages or interruptions in Product operation;
- (l) the User's delay in installing Product updates despite being notified of their availability and potential consequences;
- (m) malfunctions, unavailability, or insufficient network connectivity on the User's part;
- (n) inadequate technical or software equipment or network connection of the User required for accessing or using the Product, provided the User was informed of such requirements prior to entering into the Product Agreement;
- (o) force majeure; or
- (p) other circumstances excluding the Operator's liability as set out in the T&C Documents or under applicable law.

13.2 To the maximum extent permitted by law, neither Party will be liable to the other for lost profits arising from a breach of any legal obligation.

14 RISKS

14.1 The User acknowledges and accepts that using the Product involves significant risks, including the following:

- (a) cryptocurrencies are highly volatile, with unpredictable price movements that can result in the total loss of invested funds; cryptocurrency investments are among the riskiest forms of investment;
- (b) there is no guarantee that cryptocurrencies can be sold, liquidated, or used in the future;
- (c) cryptocurrency regulations are evolving, and holding, transferring, or using cryptocurrencies may become restricted or prohibited;
- (d) investments in cryptocurrencies are not covered by deposit insurance or similar protections, meaning the User could lose all invested funds;
- (e) cryptocurrency transactions cannot be reversed. Losses resulting from errors or fraud may be irreversible;
- (f) the operation of the Product relies on third parties (e.g., AISPs). If these parties fail to meet their obligations, the Operator may lose the ability to operate the Product or execute Product Transactions;
- (g) due to their digital nature, cryptocurrencies and cryptocurrency services are targets of cyberattacks, which could compromise the Product's operation, the handling of cryptocurrencies, or render services technically impossible.

14.2 The User further acknowledges and agrees that:

- (a) they are solely responsible for decisions made while using the Product, and such decisions are made independently, with full awareness of the associated risks;
- (b) the Operator does not provide financial or investment advice, and any strategies or suggestions offered within the Product are illustrative only and should not be relied upon; and

- (c) they will use the Product in a manner that ensures any potential loss of investment in cryptocurrencies will not cause them financial hardship.

15 INTELLECTUAL PROPERTY

- 15.1 The content of the Product, including texts, source codes, graphics, visualizations, photographs, audiovisual works, trademarks, and designs (the "**Content**"), is protected by intellectual property rights, including copyright, trade name protection rights, and trademark rights. All rights to the Content are the exclusive property of the Operator or the property of a third party that has granted the Operator a license to use them.
- 15.2 The Operator grants the User a free, non-exclusive, and territorially unrestricted license to use the Content for the purposes of regular use of the Product in accordance with the Product Agreement and applicable laws. This license is limited to the duration of the Product Agreement and is non-transferable and non-assignable to any third party.
- 15.3 The User is authorized to use the Product and its Content exclusively for personal, non-commercial purposes.

16 DEFECTIVE PERFORMANCE RIGHTS

- 16.1 If any performance provided by the Operator under the Product Agreement is defective, the User is entitled to defective performance remedies under the Civil Code and other applicable law. The circumstances (events) specified in clause 13 (*Liability*) are not considered defects.
- 16.2 The User must assert their rights arising from defective performance (file a corresponding complaint with the Operator) without undue delay after discovering the defect, or without undue delay after they could have discovered the defect with ordinary care. In formulating their complaint, the User must include all information necessary for the proper handling of the complaint by the Operator, particularly:
 - (a) the User's identification and contact details;
 - (b) a description of the defect; and
 - (c) documentation enabling the independent verification of such defect.
- 16.3 Based on the information provided by the User, the Operator will decide on the validity of the complaint. The Operator is required to review and address the submitted complaint without undue delay and inform the User of the outcome of the complaint procedure no later than 30 days from receipt. If the complaint is upheld, the User will be provided with replacement performance free of defects, unless the law explicitly requests another remedy or the law requires otherwise.

17 DURATION AND TERMINATION

- 17.1 The Product Agreement is made for an indefinite term.
- 17.2 The User may terminate the Product Agreement at any time, with immediate effects and for any or no reason, by closing its User account via the Product interface.
- 17.3 The Operator may terminate the Product Agreement by corresponding notice to the User or by closing the User's account:
 - (a) with immediate effects, if (i) the User has breached the Product Agreement materially (section 2002 second sentence of the Civil Code) or has engaged in fraudulent behaviour, or (ii) the existence of the Product Agreement or the usage of the Product by the User becomes illegal; or
 - (b) with at least 14 days' notice for any other reason, or for no particular reason whatsoever.
- 17.4 Termination of the Product Agreement always results in the closure of the User's account and vice versa; it does not, however, cancel or otherwise affect any Automatic Investments already completed by the User.
- 17.5 Upon termination, the balance of all Purchased BTC held for the User in Custody will be transferred into a Wallet owned by the User, and the User undertakes to provide to the Operator all cooperation necessary for such purpose. Provisions of the T&C Documents governing Withdrawals apply

accordingly. The User will bear all costs incurred by the Operator as a result of the User's delay in providing necessary cooperation (e.g., custodial costs).

17.6 The User expressly authorises the Operator to make the Product available to the User and to execute any Product Transaction prior to the expiry of the statutory period for cancellation by the User (section 1829 (1) of the Civil Code). The User acknowledges that they are not entitled to cancel the Product Agreement or any individual Product Transaction because:

- (a) as regards the Product in general, it represents digital content which is immediately accessible upon downloading of the Mobile Application (exception under section 1837(l) of the Civil Code);
- (b) as regards Automatic Investments, the value of Purchased BTC fluctuates continuously with the public markets over the course of the statutory cancellation period, independently of the Operator's will (exception under section 1837(b) of the Civil Code); and
- (c) as regards Withdrawals, they are services which are provided in full directly upon the User's instruction (exception under section 1837(a) of the Civil Code).

18 CHANGES TO THESE TERMS

18.1 The Operator may modify the T&C Documents or the Product itself on an ongoing basis, including changes to:

- (a) conditions for using the Product;
- (b) the appearance, functionalities, compatibility, or interoperability of the Product;
- (c) the fiat currencies and cryptocurrencies supported by the Product;
- (d) the existence, amount, or calculation methods of prices and fees associated with the use of the Product;
- (e) cooperation with AISPs or other third-party suppliers;
- (f) payment methods; and
- (g) terms and methods for storing or releasing cryptocurrency for the User.

18.2 Changes to the Product may be made for any legitimate reason, including enhancing the user interface or experience (UI/UX), expanding functionalities, modifying technical delivery methods, altering algorithms, adjusting the Operator's business model, modifying supplier arrangements, updating pricing policies, responding to market developments, adapting to changes in exchange, custody, or related services, improving compatibility or interoperability with crypto wallets, aligning with market standards, addressing technological advancements or competition, or complying with legal requirements.

18.3 The Operator will notify the User of any new version of a T&C Document or changes to the Product by electronic means at least 15 days before the changes take effect. The User will be deemed to have accepted the changes by continuing to use the Product after this period. If the User disagrees with the changes, they may terminate the Product Agreement with immediate effect by notifying the Operator or closing their account before the changes take effect.

18.4 The provisions of clause 18.3 regarding the minimum notification period and the User's right to terminate the Agreement do not apply to changes that:

- (a) improve the User's position;
- (b) clarify the wording of the Terms without altering their substance;
- (c) enhance the Product's attractiveness, such as adding new features or supporting additional cryptocurrencies; or
- (d) implement legal requirements.

19 COMMUNICATIONS

19.1 The Product Agreement may be executed and amended, and any legal act relating to the Product Agreement may be made, using remote communication methods, including the Product interface.

- 19.2 The User may contact the Operator regarding any matter related to the Product, including the exercise of rights or submitting complaints, using any method set out in clause 2.2.
- 19.3 The Operator may serve notices to the User relating to the Product, including pre-contractual disclosures, confirmations of received orders, instructions or of executed contracts, proposals of amendments to the T&C Documents, notices of updates, and other communications required under the T&C Documents or applicable law, also by:
- (a) e-mail to the address associated with the User's account; or
 - (b) electronic means within the Product interface (e.g., push notifications, pop-up windows, or other methods compliant with legal requirements), provided the User has an established account.

20 FINAL PROVISIONS

- 20.1 **B2B relationships.** These Terms are based on the presumption that the User is a consumer. If the User is not a consumer, the provisions of the T&C Documents implementing consumer protection requirements of the applicable law will not apply to the User, except if the Operator voluntarily decides to rely on them.
- 20.2 **Handling of complaints.** Users may send any complaints or feedback to the Operator in any of the manners stated in clause 2.2.
- 20.3 **Supervisory authorities.** The supervisory authorities overseeing the Operator's activities, which the User may contact in case of complaints, are:
- (a) for consumer protection: Czech Trade Inspection Authority (*Česká obchodní inspekce*), Gorazdova 1969/24, 120 00 Prague 2 – Nové Město, Czech Republic (www.coi.cz);
 - (b) for trade control: the relevant trade licensing office (*živnostenský úřad*);
 - (c) for data protection oversight: Office for Personal Data Protection (*Úřad pro ochranu osobních údajů*), Pplk. Sochora 727/27, 170 00 Prague 7 – Holešovice, Czech Republic (<https://www.uoou.cz/>).
 - (d) for crypto-assets services oversight: Czech National Bank (*Česká národní banka*), Na Příkopě 28, 115 03 Prague 1 (<https://www.cnb.cz/cs/>).
- 20.4 **Consumer disputes.** If a dispute arises between the Parties under the Product Agreement and cannot be resolved amicably, the User has the right to refer the dispute to:
- (a) the Czech Trade Inspection Authority (*Česká obchodní inspekce*), Gorazdova 1969/24, 120 00 Prague 2 – Nové Město, Czech Republic (www.coi.cz); or
 - (b) the Association of Czech Consumers (*Sdružení českých spotřebitelů, z. ú.*), Pod altánem 99/103, 100 00 Prague 10 – Strašnice, Czech Republic (www.konzument.cz),
- for out-of-court resolution of the consumer dispute. This right must be exercised within one year from the date the User first raised the issue with the Operator.
- Additionally, the User may submit a complaint concerning the Operator's services or seek alternative dispute resolution through the European Consumer Centre Czech Republic (*Evropské spotřebitelské centrum České republiky*), Štěpánská 567/15, 120 00 Prague 2 – Nové Město, Czech Republic (<https://ec.europa.eu/consumers/odr/>).
- 20.5 **Entering into agreement; correction of data.** The Product Agreement is formed upon the successful registration of the User for usage of the Product in accordance with clause 5 (*Registration*). Product Transactions are executed in accordance with clauses 7 (*Automatic Investments*) and 11 (*Custody and Withdrawals*). Before submitting any registration form, document, information, or instruction within the Product interface, the User may (and should) review and, if necessary, correct the entered data. Personal and payment data linked to the User's account can be updated later by notifying the Operator of the relevant changes or adjusting Product settings.
- 20.6 **Access to agreement.** The Product Agreement is made in Czech or English and is retained by the Operator in the form of an electronic record (log) for internal purposes. The User cannot access

such electronic record. However, this does not affect the User's access to the Terms, which remain available for download on the Website and are linked in the Mobile Application.

- 20.7 **Minimum duration of obligations.** The user may terminate the Product Agreement at any time; therefore, no minimum term is set over which the User will be bound by the Product Agreement. Product Transactions may not, however, be reversed.
- 20.8 **Binding rules of conduct.** In providing the Product, the Operator acts in compliance with applicable laws but is not bound by any code of conduct.
- 20.9 **Data protection.** The use of the Product involves the processing of the User's personal data, which is governed by [Privacy Policy](#).
- 20.10 **Technical requirements and updates**
- (a) The use of the Product requires a reliable internet connection.
 - (b) The Mobile Application is available via the App Store and Google Play and must be installed on the User's device. Information about the compatibility of the Mobile Application with specific devices and operating systems is provided in the Product description on the aforementioned platforms. As at the date of these Terms, the Mobile Application is supported by smartphones with iOS 17 or 18 or Android 12, 13, 14 or 15 installed, whereas:
 - (i) in case of iPhones, the Mobile Application is responsive on iPhones 13 mini and larger; and
 - (ii) the Mobile Application is not optimised for use on Huawei smartphones or on any tablets.
 - (c) Using the Withdrawal function requires a Wallet capable of receiving and storing BTC.
 - (d) The Operator may, but save as required by law does not have to, suspend the Product for maintenance and provide updates.
- 20.11 **Assignment.** The Operator may assign any of its rights, or all rights and obligations, under the Product Agreement to:
- (a) any person which is controlled by the same person as the Operator; or
 - (b) any person acquiring, directly or indirectly, assets related to the Product.
- The User expressly agrees to any such assignment. No further consent from the User is required, and the assignment takes effect upon notification to the User. The User may not assign any of their rights or obligations under the Product Agreement without the Operator's consent.
- 20.12 **Severability.** If any provision of the Terms is invalid or unenforceable, it shall be replaced by a provision that most closely approximates the intent of the invalid or unenforceable provision. The validity and enforceability of the remaining provisions remain unaffected.
- 20.13 **Governing law**
- (a) These Terms and the Product Agreement are governed by the laws of the Czech Republic, excluding conflict-of-law rules. Disputes will be resolved by the courts of the Czech Republic.
 - (b) If the relationship under the Product Agreement contains an international (foreign) element, the Parties agree that Czech law will apply. This choice of law does not deprive the User, as a consumer, of the protections afforded by the mandatory provisions of their home jurisdiction, as stipulated by Article 6(1) of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).
- 20.14 **Effective Date.** These Terms become effective on the date specified above.