

Version 3.0

BTCS Online Platforms Terms of Use

The Bitcoin Suisse Group, including any of its group companies (**BTCS, We, Us**), maintains various websites and mobile applications to communicate with clients, website visitors and the general public (**You**) and to provide clients with the means to interact with BTCS when they request services and products from Us (together the **BTCS Online Platforms**). The terms applicable to the use of the BTCS Online Platforms are set out below (the **Terms**).

Please read these Terms carefully. By accessing, visiting and/or using the BTCS Online Platforms You confirm that You have read, understood and accepted these Terms. If You do not agree, You must not access or use the BTCS Online Platforms.

1 Definitions and Interpretation

- 1.1 **BTCS Online Platforms** means the websites, web and mobile applications operated by or on behalf of the Bitcoin Suisse Group, including all pages, content, features, tools and software made available through them.
- 1.2 **Content** means all text, data, graphics, images, logos, market data, prices, opinions, documents, software and other material made available on the BTCS Online Platforms.
- 1.3 **Software** means any software, web or mobile application or component forming part of the BTCS Online Platforms.
- 1.4 **Privacy Notice** means the document of this name available at www.bitcoinsuisse.com/legal.
- 1.5 Headings are for convenience only. References to laws include any successor or amending provisions. The singular includes the plural and vice versa.

2 Provider, Scope and Relationship to Other Agreements

- 2.1 The BTCS Online Platforms are operated by Bitcoin Suisse AG, Theilerstrasse 1a, CH-6300 Zug, Switzerland, on behalf of the Bitcoin Suisse Group. Contact: info@bitcoinsuisse.com.
- 2.2 These Terms govern only Your access to and use of the BTCS Online Platforms. They do not govern the provision of any regulated or other services or products by any BTCS group company, which are subject to separate agreements (such as general terms and conditions, custody agreements, product terms, fee schedules and consent declarations).
- 2.3 If You are or become a client of a BTCS group company, the separate agreement(s) governing the relevant service or product prevail over these Terms with respect to that service or product in the event of any conflict.

3 Local Restrictions and Eligibility

- 3.1 The BTCS Online Platforms and the Content are not directed to, or intended for use by or distribution to, any person or entity who is a citizen or resident of, or located in, any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation, or would require any license or authorization that has not been obtained.

- 3.2 Access and use may be subject to the laws of the jurisdiction from which You access the BTCS Online Platforms, and may be restricted by third-party providers such as app stores.
- 3.3 By accessing or using the BTCS Online Platforms You represent that You are at least 18 years of age and have legal capacity, that You are not subject to applicable sanctions or restricted-party measures, and that Your access and use do not breach any law applicable to You.

4 Acceptance of Terms and Changes

- 4.1 By accessing, visiting and/or using the BTCS Online Platforms, You confirm that You have read, understood and accepted these Terms and the Privacy Notice available at www.bitcoinsuisse.com/legal.
- 4.2 Access to and use of the BTCS Online Platforms may be restricted or blocked at any time and without prior notice.
- 4.3 BTCS may modify these Terms at any time. Changes take effect upon being made available on the relevant BTCS Online Platform. It is Your responsibility to review the Terms; Your continued use after changes constitutes Your acceptance of them.

5 Permitted Use and Prohibited Conduct

- 5.1 Subject to these Terms, You may access and use the BTCS Online Platforms for lawful purposes and for communicating with BTCS. You must not use them in any way that is unlawful, fraudulent or harmful.
- 5.2 In particular, You must not:
 - breach any law, regulation, sanctions regime or third-party right;
 - attempt to gain unauthorized access to, interfere with, damage or disrupt the BTCS Online Platforms, the Software or any connected network;
 - introduce or transmit any virus, malware or other harmful code;
 - use any robot, spider, scraper or other automated means to access, monitor or copy the BTCS Online Platforms or the Content without Our prior written consent;
 - circumvent, disable or interfere with any security, geo-blocking or access-control feature;
 - collect personal data of other users or send unsolicited communications; or
 - copy, reproduce, modify, distribute, frame, mirror or create derivative works from the Content except as expressly permitted by these Terms or mandatory law.
- 5.3 We may investigate and take appropriate action against any violation, including suspending or terminating access and reporting to law-enforcement or regulatory authorities.

6 No Offer, Advice or Client Relationship

- 6.1 Any Content is for information and communication purposes only and does not constitute advertising, a recommendation, an offer or a solicitation, or any advice or representation. No Content shall be considered investment, legal, accounting or tax advice, or any representation that an investment or strategy is suitable for Your circumstances.

- 6.2 Before communicating through the BTCS Online Platforms, becoming a client, or requesting any service or product, You should conduct Your own investigation and obtain the necessary professional advice, including on Your eligibility under the laws applicable to You.
- 6.3 Access to or use of the BTCS Online Platforms does not in itself create any client, advisory, fiduciary or other relationship. Where You are a client, the risks of crypto assets and the applicable risk disclosures are set out in the relevant service agreement and the brochure **Special Risks of Crypto Assets**.

7 Content, Market Data, No Warranty and Availability

- 7.1 BTCS provides no warranty that the Content, or any third-party content accessible through the BTCS Online Platforms, is up to date, correct, reliable or complete, and accepts no liability for damage or loss resulting from its use. Any use of the communication channels made available to You is at Your own risk.
- 7.2 Any financial data or information, such as crypto-market data and prices, is based upon sources We believe to be reliable but is not guaranteed to be up to date, correct, reliable or complete.
- 7.3 Any opinions, estimates and projections are those of the authors at the time of publication, are non-personalized and do not constitute recommendations. Information marked with a date is valid only as of that date, with no obligation to update it.
- 7.4 Except as required by law, BTCS does not warrant that the BTCS Online Platforms and their IT infrastructure are uninterrupted, secure or free from error, defects or harmful components. BTCS may suspend, restrict, modify or discontinue all or part of the BTCS Online Platforms, and may change the Content, at any time without prior notice.

8 Intellectual Property and Limited License

- 8.1 The Software and all Content are protected by intellectual-property rights and are the property of BTCS, its group companies or third parties. All copyrights, trademarks and associated rights are reserved.
- 8.2 Nothing on the BTCS Online Platforms grants You any license or right to use any image, trademark, logo or other protected content. Subject to Your compliance with these Terms, BTCS grants You a limited, non-exclusive, non-transferable and revocable authorization to access and use the Software solely for its intended purpose.
- 8.3 You may not modify, distribute, sell, lease, reverse-engineer, decompile or attempt to extract the source code of the Software, except where such restriction is prohibited by mandatory law.

9 Mobile Applications and App-Store Terms

- 9.1 Where You download or use a BTCS mobile application through an app store (including the Apple App Store and Google Play), Your use is additionally subject to the applicable app-store terms and usage rules, which prevail in the event of conflict to the extent of that conflict.
- 9.2 You represent that You are not located in a country subject to a relevant embargo and are not listed on any list of prohibited or restricted parties.

- 9.3 For applications obtained via the Apple App Store or Google Play Store: You acknowledge that: (a) these Terms are concluded between You and BTCS only, and not with Apple Inc. ("Apple") or Google LLC ("Google"), each an "App Store Operator"; (b) BTCS, and not any App Store Operator, is solely responsible for the application and its content; (c) no App Store Operator has any obligation to provide any maintenance or support services for the application; (d) Apple's only warranty obligation, if any, is to refund the purchase price; addressing any other claims relating to a failure to conform to any warranty is BTCS's sole responsibility; (e) BTCS, and not any App Store Operator, is responsible for any claims relating to the application, including product-liability, regulatory-conformity, consumer-protection and intellectual-property-infringement claims; (f) you must comply with the applicable terms of the relevant App Store Operator; and (g) Apple and its subsidiaries are third-party beneficiaries of these Terms with respect to the application obtained from the Apple App Store, and Google and its affiliates are third-party beneficiaries with respect to the application obtained from Google Play Store, and each may enforce these Terms against You.

10 Third-Party Websites and Content

- 10.1 Links to third-party websites are provided solely for Your convenience. BTCS has no control over, and does not monitor, their content.
- 10.2 BTCS makes no warranties and accepts no liability concerning third-party content, including its accuracy, completeness or fitness for any purpose, or that it is free from infringement, viruses or harmful components, and disclaims any liability for any action taken in reliance on it.
- 10.3 The use of such links is at Your sole discretion and risk. Third-party websites are not subject to Our Privacy Notice; We recommend You review their terms and data-protection policies before use.

11 Limitation of Liability

- 11.1 To the maximum extent permitted by applicable law, BTCS and its group companies shall not be liable for any indirect, incidental, consequential or special damage, loss of profit, loss of data or loss of opportunity arising out of or in connection with Your access to or use of, or inability to use, the BTCS Online Platforms, whether based on contract, tort or any other legal theory.
- 11.2 Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under mandatory applicable law, including liability for unlawful intent or gross negligence. Mandatory statutory rights of consumers remain unaffected. Where You are a client, BTCS's liability in connection with the services is governed by the relevant service agreement.

12 Indemnification

- 12.1 To the extent permitted by applicable law, You agree to indemnify and hold harmless BTCS and its group companies against any claims, demands, losses, liabilities, costs and expenses (including reasonable legal fees) arising from Your use or misuse of the BTCS Online Platforms or Your breach of these Terms.

13 Data Protection and Cookies

- 13.1 The processing of personal data in connection with the BTCS Online Platforms is carried out in line with the Privacy Notice available at www.bitcoinsuisse.com/legal. The BTCS Online Platforms may use cookies and similar technologies as described in the Privacy Notice and/or any cookie information made available on the relevant platform.

14 Miscellaneous

- 14.1 **Severability.** If any provision of these Terms is invalid or unenforceable, the remaining provisions remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects its intended purpose.
- 14.2 **No waiver.** No failure or delay by BTCS in exercising any right or remedy operates as a waiver of that or any other right or remedy.
- 14.3 **Assignment.** You may not assign or transfer any of Your rights or obligations without Our prior written consent. BTCS may assign or transfer its rights and obligations to any group company or successor.
- 14.4 **Entire agreement.** These Terms, together with the Privacy Notice and any separate agreement governing a specific service or product, constitute the entire agreement regarding Your use of the BTCS Online Platforms and replace any previous version.
- 14.5 **Language.** These Terms may be made available in several languages. In the event of any discrepancy, the English version prevails, except where mandatory law requires otherwise.

15 Governing Law and Jurisdiction

- 15.1 These Terms and any non-contractual obligations arising out of or in connection with them are governed by the substantive laws of Switzerland, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.2 The exclusive place of jurisdiction for any dispute arising out of or in connection with these Terms is Zug, Switzerland, subject to any mandatory place of jurisdiction. Where You use the BTCS Online Platforms as a consumer, You may additionally benefit from the mandatory consumer-protection provisions of the law of Your country of habitual residence, and these Terms do not deprive You of the protection afforded by such mandatory provisions.