

Version 2.0

General Terms and Conditions

Contents

| | | | |
|---|---|---|----|
| 1. Preliminary Notes..... | 1 | 16. Outsourcing..... | 6 |
| 2. Authorization and Representation..... | 2 | 17. Data Protection, Confidentiality, Marketing | 7 |
| 3. Communication Channels | 2 | 18. Discontinuation of Services or of the Support of Assets or Wallet Addresses | 7 |
| 4. Information Obligations | 2 | 19. Risk Disclosure..... | 8 |
| 5. Duty of Care | 3 | 20. Liability, Indemnity..... | 8 |
| 6. Segregation of Crypto Assets and Funds, Custody Services | 3 | 21. Compliance with Laws..... | 9 |
| 7. Brokerage Services..... | 3 | 22. Lien, Set-off..... | 9 |
| 8. Order Handling..... | 4 | 23. Travel Rule..... | 9 |
| 9. Service Limitations | 4 | 24. Right of Withdrawal of Consumers | 9 |
| 10. Complaints Handling | 5 | 25. U.S. Persons | 10 |
| 11. Record-Keeping..... | 5 | 26. Amendments..... | 11 |
| 12. Fees and Expenses | 5 | 27. Term, Termination | 11 |
| 13. Third-Party Benefits | 6 | 28. Miscellaneous | 11 |
| 14. Crypto Assets Events..... | 6 | 29. Applicable Law, Place of Jurisdiction..... | 11 |
| 15. Acceptance, Conversion, and Return of Funds | 6 | 30. Withdrawal Form | 12 |

1. Preliminary Notes

- 1.1. Bitcoin Suisse (Europe) AG (**BTCS EU**) provides services in connection with crypto assets and related investment products. These General Terms and Conditions (**GTC EU**) govern the business relationship between you (**Client**) and BTCS EU (**Business Relationship**), unless otherwise agreed individually between you and BTCS EU.
- 1.2. BTCS EU provides services to clients particularly related to custody, brokerage, staking, lending, and transfer of Crypto Assets (**Services**). Crypto assets are digital assets issued and transferred on a blockchain or another encryption-based distributed ledger (**Crypto Assets**).
- 1.3. The Business Relationship is also governed by the **Custody Agreement** (see Section 6.3), the **Best Execution Policy** (as defined in Section 7), the applicable **Fee Schedule** (as defined in Section 12), the **Privacy Notice** (as defined in Section 17), and the brochure **Special Risks of Crypto Assets** (as defined in Section 19). The Client can download the currently valid legal documents on bitcoinsuisse.com/eu/legal.
- 1.4. To the extent that the Liechtenstein Consumer Protection Act (*Konsumentenschutzgesetz*, **KSchG**) is applicable and applies to the Service the Client requests, the term “Client” as used in these GTC EU shall also include individuals and legal entities in their capacity as “Consumers” within the meaning of the KSchG. **Clients who are Consumers have a right to withdrawal and may use the Withdrawal Form, as provided as an attachment to these GTC EU or separately on the Website, to exercise their rights. For more details, reference is made to Section 24.**

2. Authorization and Representation

- 2.1. The Client shall communicate to BTCS EU any person authorized to act on behalf of the Client using the form provided by BTCS EU (together **Representatives**). BTCS EU shall be entitled, but not obliged, to request further proof of identity.
- 2.2. The Representatives only shall be authorized to provide legally binding instructions to BTCS EU on behalf of the Client.
- 2.3. The Representatives are deemed to represent the Client until BTCS EU receives written notice to the contrary from the Client. This particularly applies irrespective of any entries in the commercial register, or any other public announcements made by the Client.
- 2.4. If there is any doubt regarding a Representative's capacity to act or power of representation, BTCS EU may suspend the execution of business transactions or Services, until BTCS EU is presented with appropriate proof.
- 2.5. The Client shall ensure that the Representatives acknowledge and agree to always comply with the GTC EU and any special agreements between the Client and BTCS EU.
- 2.6. **Powers of attorney and other authorizations issued by the Client using the forms provided by BTCS EU shall continue to have effect following the Client's loss of capacity to act, death or dissolution, or the opening of bankruptcy proceedings against the Client, unless they are expressly terminated in writing or otherwise expressly revoked in writing. However, BTCS EU may restrict the exercise of powers of attorney of any kind that are valid beyond such an event if there are concerns from a legal perspective.**

3. Communication Channels

- 3.1. BTCS EU may, from time to time, provide the Client with information that is relevant or useful for the Business Relationship (**Communication**).
- 3.2. BTCS EU may use any communication channels to provide the Communication to the Client, including the BTCS EU web and mobile applications (**BTCS Online Tools**) and unencrypted communication channels, including e-mail (together **Communication Channels**). Third-party messaging services are only used at the Client's request. BTCS EU shall apply due care and take customary measures to identify and prevent fraudulent activities that take place within its domain.
- 3.3. Communication by BTCS EU is deemed to have been duly delivered when provided by BTCS EU to any of the contact details most recently provided by the Client to BTCS EU (**including an e-mail address**) or when it is accessible to the Client or the Representatives in the BTCS Online Tools.

- 3.4. The Client acknowledges that the particular use of unencrypted Communication Channels is associated with various risks. Relevant risks may include, but are not limited to, the risk of transmission errors, alterations, or duplications by unauthorized third parties, the risk of interception or manipulation of content and the risk of introducing malicious software (malware) by unauthorized third parties (see also Section 19.3).

4. Information Obligations

- 4.1. The Client must provide BTCS EU with up-to-date, accurate, and complete personal data (**including e-mail address**) and any other information that is required for BTCS EU to provide the Services. BTCS EU shall be entitled to assume that the information provided by the Client is up-to-date, accurate, and complete.
- 4.2. The Client shall inform BTCS EU immediately and in writing or in another form verifiable by text about changes to its personal data, including contact details, and any other information that is required for BTCS EU to provide the Services. At the request of BTCS EU the Client must renew and/or supplement its documentation and declarations.
- 4.3. This Section 4 also applies to information regarding the Client's Representatives, beneficial owners, controlling persons and other persons potentially involved in the Business Relationship.
- 4.4. If there is no longer any contact with the Client nor any of its Representatives, BTCS EU may charge the Client a fee for the expenses necessary to reestablish contact with the Client in accordance with the Fee Schedule (see also Section 12).
- 4.5. The Client shall raise objections to late, poor, or non-performance of the Services, or incorrect account statements, in accordance with Section 10.

5. Duty of Care

- 5.1. If the Client notices any irregularities, such as unusual errors, unexpected system behavior, or similar circumstances that may give rise to the suspicion of unusual, unauthorized or criminal behavior, the Client is obliged to inform BTCS EU immediately in writing or in another form verifiable by text of such occurrences.

- 5.2. The Client shall store all information and documents related to the Business Relationship carefully to prevent unauthorized third parties from accessing the BTCS Online Tools or Services of BTCS EU. The Client shall securely store any login information, such as usernames and passwords, used to access the BTCS Online Tools and use multi-factor authentication where available (together **Login Information**). The Client must not share Login Information with third parties including BTCS EU. **BTCS EU will never ask the Client or its Representatives to share their Login Information.**
- 5.3. The Client shall protect its information technology infrastructure, in particular its personal devices, hard- and software, and computer networks (together **IT Infrastructure**), against physical and cyberattacks and unauthorized use by third-parties (see also Section 19).
- 5.4. **Subject to Section 20, BTCS EU shall not be held liable for any loss, damage, cost, or expenses incurred by the Client arising from, or in connection with, any security breaches, unauthorized access, cyberattacks, or other security-related incident affecting the Client's IT Infrastructure.**
- 5.5. If there is reason to believe that unauthorized third parties may gain knowledge of the Client's login data, the Client is obliged, in addition to its duty to inform BTCS EU, to change the password or any other relevant login data immediately.

6. Segregation of Crypto Assets and Funds, Custody Services

- 6.1. In connection with holding client assets, BTCS EU generally segregates the Crypto Assets and funds of clients from its own Crypto Assets and funds by maintaining separate wallets, blockchain addresses and/or (bank) accounts.
- 6.2. BTCS EU is committed to ensuring the highest standards of client fund protection and having robust systems and controls with the goal of ensuring that the Crypto Assets and funds are held in a manner that seeks to protect clients from loss, theft, or misuse.
- 6.3. Prior to the provision of custody and administration services for the Client's Crypto Assets, BTCS EU enters into a separate **Custody Agreement** with the Client, which is accompanied by a summary of the current custody measures and standards at BTCS EU.

7. Brokerage Services

- 7.1. When executing orders for buying or selling Crypto Assets or fiat currencies for the Client (**Trade Orders**), BTCS EU either acts in its own name for the account and risk of the Client (**Agency Basis**) or in its own name and for its own account and risk (**Principal Basis**).
- 7.2. **BTCS EU shall have sole discretion on whether to act on Agency or Principal Basis.** BTCS EU will inform the Client prior to executing the Trade Order if it intends to act on an Agency Basis.
- 7.3. BTCS EU endeavors to fulfill Trade Orders, whether on Agency or Principal Basis, even if execution venues fail to fulfill their contractual obligations vis-à-vis BTCS EU. The Client and BTCS EU may agree otherwise or may further specify the execution terms in a special agreement.
- 7.4. **The Client acknowledges and agrees that BTCS EU will not assume the market risks when acting on an Agency Basis but that any such risk is exclusively borne by the Client.** Market risks may include, but are not limited to, the risk of a change in market price and/or value of the asset being traded for the Client between the time of order execution and settlement (market price risk) and the risk of insufficient market liquidity, which may cause Trade Orders to adversely affect market prices (liquidity risk). For further details please see the brochure **Special Risks of Crypto Assets**.
- 7.5. **When acting on an Agency Basis, BTCS EU does not guarantee execution of any Trade Order at a specific price or within a specific timeframe. All such Trade Orders are subject to market conditions, the operational capabilities, including applicable deposit and withdrawal times, and compliance with the applicable terms and conditions of third-party execution venues.**
- 7.6. **When acting on an Agency Basis, BTCS EU may transfer the Client's Crypto Assets and fiat currencies to third-party execution venues, including OTC Trading Platforms (as defined in Section 7.7), in order to fund the Client's Trade Order at the execution venues.** In this case, BTCS EU will only use execution venues that operate in compliance with applicable requirements under the Markets in Crypto-Assets Regulation (**MiCAR**) regarding (sub-)custody services.
- 7.7. BTCS EU may use execution venues that are not subject to MiCAR for the provision of brokerage services, including over-the-counter trading platforms located in third countries (**OTC Trading Platforms**). **The Client acknowledges and agrees that BTCS EU may place the Client's Trade Orders on and execute them via OTC Trading Platforms that may not be subject to MiCAR.**

- 7.8. With the instruction to act on an Agency Basis, the Client also instructs, and authorizes, BTCS EU to deduct the relevant trading fee (as per the applicable Fee Schedule or as agreed otherwise) directly from the gross amount realized at the execution venues (commonly referred to as the “settlement leg”), as soon as it becomes due, and acknowledges and agrees that only the net amount is credited to its account at BTCS EU.
- 7.9. **The Client acknowledges that BTCS EU may agree to trade volume-based pricing offered by execution venues and that such pricing does not interfere with the best execution standards set out in Section 7.10.**
- 7.10. **The Client acknowledges and agrees to the Best Execution Policy of the Bitcoin Suisse Group, which outlines how BTCS EU places or executes Trade Orders to ensure efficient, fair, and transparent execution.** The latest version of the Best Execution Policy is made available to the Client on the Website. BTCS EU will provide timely notification of any material amendments to the Best Execution Policy, and the Client’s continued use of BTCS EU’s Services after such notification constitutes acceptance of the updated Best Execution Policy.

8. Order Handling

- 8.1. The Client shall place any instruction related to any of the Services, including Trade Orders as defined in Section 7, using the BTCS EU Online Tools or other Communication Channels as defined in Section 3 (together **Orders**).
- 8.2. Orders placed outside of the BTCS Online Tools are deemed accepted only after written confirmation or in another form verifiable by text by BTCS EU.
- 8.3. **BTCS EU accepts, transmits, and/or executes the Orders placed on an execution-only basis for the Client in accordance with its duty of care, which, however, does not comprise an obligation to educate or to advise the Client.** The Client acknowledges and agrees that no communication between BTCS EU and the Client shall constitute investment advice regarding Crypto Assets or investments therein and that BTCS EU has neither assessed the Client’s knowledge and experience nor its financial situation or its investment objectives.
- 8.4. BTCS EU executes Orders based on the instructions from the Client. In case of inaccurate or incomplete information concerning an Order, BTCS EU may nonetheless execute the Order, if the inaccurate or incomplete information can be corrected and/or completed by BTCS EU without any reasonable doubt. Subject to Section 20, the Client shall bear the risk associated with an Order that is ambiguously worded or incomplete, or which contains errors.
- 8.5. If the Client does not have sufficient account balance, BTCS EU shall, in its sole discretion, have the right, but is under no obligation, to execute an Order and to debit the Client’s accounts in the required amounts, thereby creating a negative balance (account overdraft) on the Client’s account. **The Client hereby authorizes BTCS EU to charge the applicable debit interest rate of 5.0 % per annum on such overdraft balances.** The Client further agrees to settle any overdraft balances within three (3) business days. BTCS EU explicitly reserves the right to set off claims according to Section 22.
- 8.6. The Client acknowledges and agrees to return to BTCS EU any erroneous payments or transfers of funds within three (3) business days.

9. Service Limitations

- 9.1. The Client acknowledges and agrees that the Services, in particular accepting and processing of Orders, are subject to the BTCS EU operating hours, as communicated to the Client on the Website (**BTCS EU Opening Hours**). Orders placed during BTCS EU Opening Hours are usually executed within one (1) business day, unless otherwise agreed with the Client. If an Order is placed outside of BTCS EU Opening Hours, BTCS EU usually accepts and processes the Order on the next business day.
- 9.2. BTCS EU may **reject an Order** for any reason at any time, including in the following cases:
- if at the time of placement or execution of the Order the Client does not have sufficient account balance to have the transaction amount debited including any applicable fees; or
 - if there are prohibitions or restrictions on the placement or execution of the Order, particularly due to applicable laws and regulations, standards of self-regulation, business or trade practices, contractual obligations or internal standards of BTCS EU.
- 9.3. BTCS EU expressly reserves the right to set or adjust a **minimum size** for a particular type of Order or Crypto Asset at any time, including for business, legal or regulatory reasons. The Client will be duly informed in advance of the introduction of a new minimum size. Orders placed prior to the effective date of the new minimum size will be processed in accordance with the terms applicable at the time of placement, unless otherwise agreed with the Client or required by applicable law or regulation.
- 9.4. The Client acknowledges and accepts that **late or non-performance of a Service, including regarding the execution of an Order**, may occur due to various reasons, including, but not limited to:

- the verification of execution requirements, origin of funds clarifications, ensuring compliance with laws and regulations (e.g., sanctions, embargos, anti-money laundering and combating terrorist financing regulations), or due to technical and operational reasons; or
- the Orders and Services involving fiat currencies may depend on the opening hours and other operational restrictions of banks, payment processors, and other third parties engaged by the Client or BTCS EU; or
- market conditions and technical circumstances, such as, but not limited to, technical issues with internet service providers; or
- IT Infrastructure issues, Crypto Asset Events, absence of liquidity or unavailability of execution venues or other situations outside of BTCS EU's control.

9.5. BTCS EU is liable for any late or non-performance of a Service, including the execution of Orders, exclusively within the scope of liability as set out in Section 20.

10. Complaints Handling

- 10.1. BTCS EU is committed to ensuring the highest standards of client care and satisfaction. In compliance with applicable regulatory requirements, BTCS EU has established and maintains effective and transparent procedures for the prompt, fair, and consistent handling of complaints.
- 10.2. The Client can file complaints free of charge by following the instructions on complaints handling available on the Website.
- 10.3. BTCS EU will acknowledge receipt of a complaint within five (5) business days. If necessary, BTCS EU will address any requests for additional information to the Client within the same timeframe. Once all the required information has been received, BTCS EU will investigate the complaint and provide a response within fifteen (15) business days. If this deadline cannot be met, BTCS EU will notify the Client of the delay, providing reasons and an estimated completion date.
- 10.4. The Client's complaint and the measures taken in response will be recorded and securely stored in accordance with the **Privacy Notice** and the GTC EU.

11. Record-Keeping

- 11.1. For legal or regulatory reasons, BTCS EU is required to create records in connection with the provision of the Services, including, but not limited to, relevant communications with the Client (including phone call and e-mail), the Client's balances in Crypto Assets or other funds, instructions, Orders, transactions, agreements, complaints, disputes, and records related to anti-money laundering or combating terrorism financing or market abuse regulations or tax regulations.
- 11.2. The creation and retention of such records will be conducted in compliance with applicable legal and regulatory requirements, including adherence to data protection and financial market laws, as well as internal standards. For more information on how BTCS EU intends to handle Client Data, please refer to the **Privacy Notice** and Section 17.

12. Fees and Expenses

- 12.1. Unless otherwise agreed with the Client, the fees charged by BTCS EU are based on the applicable fee schedule (**Fee Schedule**), which is available on the Website. The Client can access the Fee Schedule in the BTCS Online Tools or receive it by e-mail at any time upon request. Further fees and charges in accordance with the GTC EU or by agreement with the Client are reserved.
- 12.2. The Client hereby authorizes BTCS EU to debit from the Client's account the applicable fees and expenses when due and payable in accordance with the Fee Schedule. BTCS EU may also credit the Client's account to correct any erroneous charges or for any other reason. Applicable taxes shall be charged separately.
- 12.3. BTCS EU reserves the right to propose to the Client fee changes or the introduction of new fees at any time, including due to changes in market conditions and operational costs. Any such proposals will be communicated to the Client through a Communication Channel according to Section 3. **Unless the Client objects in writing or in another form verifiable by text within thirty (30) calendar days of the date of the Communication, any such proposal shall be deemed accepted upon expiry of this period. If an objection against the proposal is raised by a Client, the ensuing termination of the Business Relationship shall be at no cost to the Client, and the rejected changes shall not take effect before the termination (see Section 27).**

13. Third-Party Benefits

- 13.1. In connection with the Business Relationship or the provision of Services, BTCS EU complies with applicable legal and regulatory requirements regarding the payment of, or receipt of, monetary or non-monetary benefits to, or from, third parties.
- 13.2. BTCS EU is committed to taking reasonable steps to identify, prevent, and manage conflicts of interest, ensuring that the Client's interests are not adversely affected by the actions or omissions of BTCS EU and its employees. This includes implementing robust policies and procedures, conducting regular reviews, and ensuring that any unavoidable conflicts are disclosed to the Client along with the measures taken to mitigate any potential disadvantage. Additional information is available on the Website.

14. Crypto Assets Events

- 14.1. It is the Client's sole responsibility to monitor the markets and ecosystems for specific events that may affect its Crypto Assets, including, but not limited to, airdrops, blockchain forks, token migrations, and participation in blockchain governance (together **Crypto Asset Events**).
- 14.2. BTCS EU may, at its sole discretion, decide whether to support Crypto Asset Events or Crypto Assets originating from them. Support is not guaranteed and may require extended time for technical or operational reasons.
- 14.3. The handling of Crypto Asset Events, including applicable fees, is governed in more detail in the **Custody Agreement**.

15. Acceptance, Conversion, and Return of Funds

- 15.1. BTCS EU reserves the right to refuse the acceptance of Crypto Assets and funds from the Client and third parties that may act on behalf of the Client in particular for technical, operational, legal or regulatory reasons, and may be forced to promptly return Crypto Assets and funds without having the time to give prior notice to the Client.
- 15.2. The Client acknowledges and agrees that BTCS EU may, in its sole discretion, decide against supporting the deposit or withdrawal of certain Crypto Assets, in particular for technical, operational, legal or regulatory reasons.

- 15.3. If the Client transfers Crypto Assets to BTCS EU that are not supported by BTCS EU, or if the Client transfers Crypto Assets to BTCS EU by mistake, on the wrong blockchain or with incomplete or incorrect information about the Client, BTCS EU shall have the right, but not the obligation, to take actions on behalf of the Client. BTCS EU has sole discretion whether to recover such Crypto Assets or pay out their equivalent in a fiat currency, for technical, operational, or commercial reasons.
- 15.4. BTCS EU shall have the right to return or transfer any funds, if such action is required due to legal or regulatory obligations, security considerations, or other legitimate interests of either BTCS EU or the Client.

16. Outsourcing

- 16.1. The Client acknowledges and agrees that BTCS EU may delegate certain tasks and functions of its operations and the provision of the Services in full or in part to service providers, including Affiliates of BTCS EU (as defined in Section 28.4), in Liechtenstein and abroad in accordance with applicable laws (together **Outsourcing Partners**). Such Outsourcing Partners may engage third parties themselves.
- 16.2. Outsourcing may require Client Data including Personal Data as defined in Section 17 and other information to be transferred to the relevant Outsourcing Partner and the third parties engaged by an Outsourcing Partner. The applicable confidentiality and data protection obligations shall apply equally to Outsourcing Partners and third parties engaged by them.

17. Data Protection, Confidentiality, Marketing

- 17.1. The processing of Personal Data, transaction data and other information related to the Business Relationship with the Client – including information concerning the Client's Representatives – by BTCS EU, or any third party engaged by BTCS EU, is necessary for the establishment, management, and maintenance of the Business Relationship (together **Client Data**). Personal data is any information that relates to an identified or identifiable individual, including, but not limited to, name, contact details, account number, beneficial owners, and controlling persons (**Personal Data**).

- 17.2. The Client notes that BTCS EU may disclose relevant Client Data, including Personal Data, to third parties such as banks, service providers involved in payment processing, authorities, and Affiliates of BTCS EU. Such disclosure may occur in connection with the performance of a contract between the Client and BTCS EU, to fulfil legal and regulatory obligations, to comply with requests from authorities, or to safeguard BTCS EU's legitimate interests. This includes, in particular, the Client's name, address, account number or IBAN, blockchain addresses, KYC documentation, and information regarding the origin of funds and transaction background.
- 17.3. Where the Client maintains or intends to establish a Business Relationship with any Affiliate of BTCS EU, the Client acknowledges and accepts that BTCS EU may share Client Data with such Affiliate in accordance with the applicable data protection laws and subject to the Client's prior express consent, where necessary.
- 17.4. To provide its Services and protect its legitimate claims, BTCS EU may also disclose Client Data, including Personal Data, to third parties in Liechtenstein, Switzerland or abroad, subject to confidentiality obligations. The Client expressly authorizes BTCS EU to make such disclosures and releases BTCS EU from any confidentiality obligations to the extent necessary for these purposes. This includes sharing information with third parties supporting invoicing, dunning, and/or debt collection processes.
- 17.5. The Client acknowledges that Client Data, including Personal Data, may be submitted as evidence in any proceedings related to disputed instructions or transactions and for complying with legal and regulatory requirements.
- 17.6. BTCS EU shall take appropriate measures to ensure compliance with the applicable data protection laws and regulations. The principles applied in the processing of Personal Data are set out in the **Privacy Notice**. The latest version of the Privacy Notice is available on the Website.
- 17.7. In relation to Services that are available to the Client, the Client hereby consents that BTCS EU may process any Personal Data for the purpose of creating profiles and contacting the Client for advertising and marketing purposes. The processing will be conducted in accordance with applicable data protection laws and regulations and the Privacy Notice. The Client has the right to withdraw consent at any time and to object to the processing of its Personal Data for direct marketing purposes. For more information on how BTCS EU intends to handle Personal Data, please refer to the **Privacy Notice**.
- 18. Discontinuation of Services or of the Support of Assets or Wallet Addresses**
- 18.1. BTCS EU may, at any time, limit or discontinue its Services in whole or in part or change the range of products and assets available to the Client, including Crypto Assets, fiat currencies or other assets, for business, legal or regulatory reasons or other legitimate interest of BTCS EU. The Client has no entitlement to any specific service, any specific service quality level, or to the support of any particular Crypto Asset or any other specific asset. The Client will be notified in advance of any discontinuation or material change.
- 18.2. If BTCS EU decides to no longer offer certain Crypto Assets, the Client is obliged to provide BTCS EU with a Whitelisted Wallet Address according to Section 23 to enable BTCS EU to send any remaining Crypto Assets to the Client. **If the Client fails to deliver a Whitelisted Wallet Address within thirty (30) calendar days, BTCS EU will convert the respective Crypto Assets into any fiat currency at the prevailing market price at the time of conversion and return it to the Client's bank account. Alternatively, BTCS EU shall have the right, but not the obligation, to convert the respective Crypto Assets into any stablecoin and credit them to the Client's account. Trading fees may apply in accordance with the applicable Fee Schedule (see Section 12).**
- 18.3. BTCS EU may, at any time, discontinue the use of wallet addresses that have been communicated to the Client. The Client will be duly informed in advance.
- 18.4. **The Client shall use the wallet addresses last communicated by BTCS EU. The Client acknowledges and agrees that wallet addresses that have been communicated to the Client may not be supported and monitored by BTCS EU for an unlimited period.** BTCS EU will provide timely notification to the Client prior to the discontinuation of any wallet address relevant to the Client.
- 18.5. The Client acknowledges and agrees that BTCS EU may, at any time, convert Crypto Asset balances below a certain threshold into fiat currency. These small residual amounts (commonly referred to as "crypto asset dust") often result from trading or rounding differences and may not be practically usable or transferable. Such amounts shall not be higher than the equivalent of CHF 1.00, unless otherwise communicated to the Client. In case the value of Crypto Asset balances is too low to be convertible into fiat currency, the Client acknowledges and agrees to waive any claims against BTCS EU arising from such small residual amounts.

19. Risk Disclosure

19.1. The Client acknowledges and accepts that Crypto Assets may be highly volatile and/or inflationary and that the underlying markets may be illiquid, with the risk that the value of such Crypto Assets may decrease significantly or that such Crypto Assets may even lose their entire value. The Client acknowledges and agrees that Crypto Assets are usually neither guaranteed nor backed by either a particular nation, institution, company, individual or BTCS EU. Furthermore, the Client acknowledges and agrees that Crypto Assets may be unregulated in some jurisdictions, or their legal and regulatory status may be uncertain.

19.2. The Client acknowledges and accepts that devices, systems, software, and networks on the Client's end are outside of BTCS EU control and may constitute a weak point susceptible to abuse by unauthorized third parties.

19.3. **The Client acknowledges and agrees that it specifically bears the risk for:**

- the unauthorized access to the Client's account resulting from the Client's misuse of identification credentials or vulnerabilities in end-user devices used by the Client or its Representatives, particularly where such access leads to compromise of the Client's Crypto Assets;
- the use of unencrypted communication channels (see Section 3.4), particularly where such use results in transmission errors, alterations, duplications, interception or manipulation of content, or the introduction of malicious software by unauthorized third parties.
- security incidents affecting the Client's own IT infrastructure, including but not limited to cyberattacks, unauthorized access, or other breaches;
- incorrect or unsupported transfers of Crypto Assets, including transfers to blockchains not supported by BTCS EU, or transfers made in error or with incomplete Client information as outlined in Section 15;
- service interruptions such as suspensions, restrictions, or cessations of Services under Section 18, provided that the Client has been duly notified in advance;
- the continued interaction with wallet addresses that have been discontinued in accordance with Section 18, provided that the Client has been duly notified of such discontinuation;

- transfers to unverified wallet addresses, specifically those not communicated or confirmed by BTCS EU in accordance with Section 18;
- the non-compliance with the Proof-of-Ownership Process as described in Section 23.

19.4. The Client confirms to have read and understood the brochure **Special Risks of Crypto Assets**, which is made available to the Client on the Website.

19.5. **The Client fully acknowledges and accepts the risks inherent with the Services and the products offered as part of these Services. The risks mentioned in Section 19 and in the brochure referred to in Section 19.4 are not exhaustive, and, to the extent they are outside of BTCS EU's control, BTCS EU excludes all liability as permitted by applicable law.**

20. Liability, Indemnity

20.1. BTCS EU's liability in relation to the provision of the Services is governed by this Section 20, unless these GTC EU state explicitly otherwise. Notwithstanding the provisions in this Section 20, specific agreements may be entered into that separately govern BTCS EU's liability, in which case they shall take precedence (e.g., the **Custody Agreement**).

20.2. To the extent permitted by applicable law, BTCS EU shall be liable for damages incurred by the Client in cases of intent or gross negligence by BTCS EU, its legal representatives, members of the board, employees or other auxiliary persons acting on its behalf. **Liability for slight negligence is excluded in any case. Liability for moderate negligence is excluded to the extent permitted by applicable law.** The limitation of liability for moderate negligence does not apply in consumer cases.

20.3. Furthermore, BTCS EU shall **not be liable for indirect or consequential damages**, except where such exclusions are not permitted under applicable law. This limitation of liability does not apply in consumer cases.

20.4. Specifically, but not limited to these cases, BTCS EU shall not be liable for any damages if they occur due to circumstances beyond the control of BTCS EU, including force majeure (see Section 28.2), and which cause the Services to be unavailable to the Client.

20.5. As far as BTCS EU uses auxiliary persons in the performance of its contractual obligations in the interest of the Client (*Substitution*), BTCS EU shall only be liable for the damage caused by an intentional or grossly negligent breach of BTCS EU's duty of care in the selection or instruction of the auxiliary person.

20.6. The Client shall indemnify, hold harmless, and defend BTCS EU against third-party claims in connection with the Client's breach of its contractual obligations towards BTCS EU or applicable laws and regulations.

21. Compliance with Laws

21.1. It is the Client's sole responsibility to be informed about and to comply with the applicable laws and regulations, including tax, anti-money laundering, combating terrorist financing, and market abuse regulations. The Client shall ensure that its Representatives act in a fully compliant manner as well.

21.2. Unless required by law, the Client acknowledges and agrees that BTCS EU shall have no responsibility for the accurate and timely tax reporting, filing of any tax-related information and disclosures or declarations to tax or revenue authorities.

22. Lien, Set-off

22.1. BTCS EU has a lien on all assets of the Client, regardless of whether the assets are held at BTCS EU or third parties, including, but not limited to, the Crypto Assets that BTCS EU holds on behalf of the Client (including the associated contractual claim that the Client has against BTCS EU to the handover of the Crypto Assets in accordance with these GTC EU and the Custody Agreement), and the claims and other rights that BTCS EU has against third parties for the Client's account, for all current and future claims that BTCS EU has and may have against the Client arising from the Business Relationship.

22.2. Where required, the Client shall undertake all actions and measures necessary to establish and perfect the lien set out in Section 22.1.

22.3. In the event of the Client's non-payment of debts, when due and payable, or in the event of the Client's bankruptcy, BTCS EU shall be entitled to dispose immediately and without further notice of all assets of the Client on which BTCS EU has a lien. BTCS EU may initiate enforcement under the Law on Enforcement and Legal Security Proceedings (*Exekutionsordnung*), excluding any provisions that would otherwise require prior judicial approval, and/or through a private sale of the assets (including by self-entry), **whereby the Client hereby agrees in advance to the permissibility of a private sale.**

22.4. BTCS EU has a right of set-off for any due and unpaid claims the Client may have against BTCS EU with any due claims BTCS EU has against the Client arising from the Business Relationship, irrespective of their denomination in fiat currencies or Crypto Assets. The applicable conversion rate shall be determined according to the prevailing market conversion rate at the time of set-off. This also applies in the event of the Client's bankruptcy.

23. Travel Rule

23.1. In accordance with the applicable regulations concerning the travel rule (**Travel Rule**), BTCS EU has implemented a process to verify that the Client has the power of disposal over the external wallet address used for deposits to and withdrawals from their BTCS EU account (**Proof-of-Ownership Process**). The Client acknowledges and agrees that BTCS EU will only execute transfer requests to, or from, external wallet addresses that have been verified (**Whitelisted Wallet Addresses**).

23.2. Transfers by the Client from or to a third-party execution venue, custodian, or hosted wallet may also be subject to a process implemented by such a third-party provider that is equal or similar to BTCS EU Proof-of-Ownership Process. In such cases, the Client acknowledges that BTCS EU does not have sole control over the transfer process.

24. Right of Withdrawal of Consumers

24.1. If clients act in their capacity as "**Consumers**" as defined in the Liechtenstein Consumer Protection Act (*Konsumentenschutzgesetz, KSchG*), the Liechtenstein Distance Selling Act (*Fern- und Auswärtsgeschäfte-Gesetz, FAGG*), or the Liechtenstein Distance Marketing of Financial Services Act (*Fern-Finanzdienstleistungsgesetz, FernFinG*), and to the extent the respective act applies to a Service, **BTCS EU draws the Client's attention to the statutory right of withdrawal from all or part of the Business Relationship**, subject to the applicable laws, the specific statutory requirements, and the conditions set out in this Section 24:

24.2. According to the mentioned acts, a Consumer has the right to withdraw from an agreement with a company without giving reasons within (14) days. The withdrawal period begins either:

- on the day of conclusion of the agreement (for services), or
- on the day the client receives the goods (for contracts on goods), or
- on the day the Client receives the statutorily required contractual information,

whichever is later.

24.3. **To exercise the right of withdrawal, the Client must inform BTCS EU of the decision to withdraw from the contract by an unequivocal declaration (e.g. by e-mail).** The Client may use the "**Withdrawal Form**", which is provided as an attachment to the GTC EU or separately on the Website. To meet the withdrawal deadline, it is sufficient for the Client to send the declaration concerning the exercise of the right of withdrawal before the withdrawal period has expired.

- 24.4. The Client shall bear the risk of proof that the declaration was sent in time. In case of withdrawal from any of the Services, both Parties agree to restore the respective other Party's financial position as if no contract had been concluded, in accordance with statutory provisions.
- 24.5. The right to withdrawal from the Business Relationship pursuant to the KSchG is, inter alia, not available to the Client, if (i) the Client has initiated the Business Relationship with BTCS EU for the purpose of concluding these GTC EU and (ii) the conclusion of these GTC EU was not preceded by conversations between the parties or their agents; or (iii) these GTC EU are subject to the FAGG.
- 24.6. **With respect to the provision of "Brokerage Services" in accordance with Section 7 or other financial services**, the right of withdrawal from an agreement pursuant to the FAGG or FernFinG **does not apply** to the delivery of goods and services for which the price is dependent on fluctuations in the financial market that cannot be controlled by the provider of these goods and services and which may occur during the withdrawal period. The Client takes note of and acknowledges that the Client does not have the right of withdrawal pursuant to the FAGG or FernFinG due to the occurrence of price fluctuations in the financial market, including markets related to Crypto Assets.
- 24.7. Furthermore, the right of withdrawal from an agreement pursuant to the FAGG **does not apply** to the delivery of digital content that is not stored on a physical medium (i.e., digital asset) if a company – with the **express prior consent** of a consumer and given their **knowledge** of the loss of the right of withdrawal in the case of a timely fulfillment of the contract, and after handing over a copy or confirmation of the concluded contract to the consumer – begins to deliver this digital content in a timely fashion, before expiry of the withdrawal period.
- 24.8. **The Client hereby declares its express consent that BTCS EU shall perform any agreed Service, including brokerage services, in a timely fashion. The Client takes note of and acknowledges the loss of its right of withdrawal owing to timely fulfillment of the terms, including the GTC EU, as described above. BTCS EU shall transmit a copy or confirmation of conclusion of the relevant contract to the Client. The Client hereby gives its consent to this procedure. BTCS EU will begin with the delivery of digital content before the expiry of the withdrawal period. As a consequence, and to the extent required, the Client hereby waives its right of withdrawal from any agreed Service, including brokerage services or other financial services, pursuant to the FAGG or FernFinG.**

25. U.S. Persons

- 25.1. BTCS EU does not offer its Services to U.S. Persons.
- 25.2. A U.S. person is a citizen or resident of the United States of America (**USA**), a partnership, corporation, company or association incorporated or organized in the U.S. or under U.S. laws, or any estate other than a foreign estate, or any trust if a court within the USA is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust (**U.S. Persons**). A resident of the USA is an individual that is not a citizen of the USA and who meets either the "green card test" or the "substantial presence test" for the calendar year.
- 25.3. The Client is obliged to inform BTCS EU at least thirty (30) calendar days in advance in writing of any present or future circumstances which may cause the Client to be considered a U.S. Person. The Client should consult with its personal advisor to assess its potential classification as a U.S. Person. In the event of being considered a U.S. Person, BTCS EU is entitled to terminate the Business Relationship with immediate effect (see Section 27).

26. Amendments

- 26.1. BTCS EU reserves the right to propose to the Client any amendment to the Business Relationship, including but not limited to, the **GTC EU**, the **Custody Agreement**, the **Best Execution Policy**, the **Fee Schedule**, the **Privacy Notice**, and the brochure **Special Risks of Crypto Assets**, at any time.
- 26.2. Any amendment proposal will be communicated through the Communication Channels defined in Section 3. **Unless the Client objects in writing or in another form verifiable by text within thirty (30) calendar days of the date of the Communication, any such proposal shall be deemed accepted upon expiry of this period. If an objection against the proposal is raised by a Client, the ensuing termination of the Business Relationship shall be at no cost to the Client and the rejected changes shall not take effect before the termination (see Section 27).**

27. Term, Termination

- 27.1. Unless a specific duration or period of notice has been agreed, both the Client and BTCS EU may terminate the Business Relationship at any time with immediate effect in writing.
- 27.2. The Business Relationship shall survive any cases of death, bankruptcy, or similar event affecting the Client.

27.3. Any outstanding fees, costs and expenses incurred by BTCS EU up to the effective termination shall become due and payable immediately with the termination notice.

27.4. Upon termination notice, the Client must provide BTCS EU with a Whitelisted Wallet Address according to Section 23 to enable the transfer of any remaining balance of Crypto Assets to the Client's external wallet address and with any other information required by BTCS EU to terminate the Business Relationship. **If the Client fails to deliver a Whitelisted Wallet Address within thirty (30) calendar days, BTCS EU will convert the respective Crypto Assets into any fiat currency at the prevailing market price at the time of conversion and transfer the amount to the Client's bank account. Trading or account closing fees may apply in accordance with the applicable Fee Schedule (see Section 12).**

28. Miscellaneous

28.1. If any provision of the GTC EU is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This shall also apply if an individual clause is unenforceable for legal or regulatory reasons. If such a case should occur, the Client and BTCS EU shall agree on a new effective clause that is as economically comparable as possible to the clause to be replaced.

28.2. In case of a force majeure event, the Client accepts that BTCS EU may take any special measures required to deal with the situation appropriately. This shall apply particularly in the case of unrest, revolution, war, pandemics, natural disasters, or chemical and nuclear contamination affecting the Business Relationship in any way.

28.3. The Business Relationship or any rights and claims arising therefrom may not be assigned or transferred by the Client to a third party without the prior written consent of BTCS EU.

28.4. BTCS EU is entitled to transfer or assign the Business Relationship with any and all rights and obligations to an Affiliate of BTCS EU, whereby an "affiliate" controls, is controlled by, or is under common control with BTCS EU (together **Affiliates**), or to a third party in connection with a merger, demerger, transformation, an asset transfer or a purchase and sale transaction.

28.5. The English version of the GTC EU shall prevail in all respects in case of any inconsistencies with translated versions, if any.

28.6. These GTC EU shall replace any previous version of the General Terms and Conditions agreed between the Client and BTCS EU, if any.

28.7. The latest versions of the GTC EU and the legal documents forming an integral part of the GTC EU are available on the Website.

29. Applicable Law, Place of Jurisdiction

29.1. All legal relations between the Client and BTCS EU shall be governed by and construed in accordance with the substantive laws of the Principality of Liechtenstein, to the exclusion of the principles of conflicts of laws thereof.

29.2. Unless otherwise stipulated by mandatory statutory provisions, all disputes or controversies arising out of or in connection with the Business Relationship, including, without limitation, matters of validity, conclusion, binding effect, interpretation, construction, performance or non-performance and remedies, shall be resolved by the courts of Vaduz.

29.3. BTCS EU reserves the right to take legal action at the competent court or the competent authority of the Client's domicile.

30. Withdrawal Form

Clients, who are “Consumers” according to applicable law, may use this form to withdraw from certain Services or the entire Business Relationship if the legal and statutory requirements under Liechtenstein law and the conditions set out in Section 24 of the GTC EU are met.

I, the Client,

| | |
|------------|--|
| Surname | |
| First Name | |
| Birthdate | |
| Address | |

hereby give notice that I want to withdraw from the provision of the following Services or the entire Business Relationship with BTCS EU:

| | |
|------------------------------|--|
| Service 1 | |
| concluded on: | |
| Service 2 | |
| concluded on: | |
| Entire Business Relationship | |
| concluded on: | |

Place and date: _____

BTCS EU-CUS No.: _____

Surname, First Name Client: _____

Signature Client (if submitted on paper): _____

Please send the completed form within the 14-day withdrawal period by **mail** (address in header on first page) or **e-mail** to: legal@bitcoinsuisse.com.

