Bitstack — Legal Notice and General Terms and Conditions

Legal Notice

Version 5.8

BITSTACK DIGITAL ASSETS SAS is a *société par actions simplifiée* (simplified joint-stock company) with a share capital of EUR 5,112,307.35, registered with the Aix-en-Provence Trade and Companies Register under number 899 125 090, with its registered office at 100 impasse des Houillères – Le Pontet, 13590 Meyreuil, France.

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The Bitstack mobile application is available exclusively through the Apple App Store and the Google Play Store.

General Terms and Conditions

Definitions

Subscription or Bitstack Plus: means the paid Plan taken out by the Client under a monthly or annual Billing Term, governed by article 2.9 of these GTC and whose price is set out in the Fee Schedule.

Application: means the Bitstack mobile application, published and provided by Bitstack, giving access to the Services and downloadable from application platforms for compatible mobile devices (in particular iOS and Android).

BITSTACK or Bitstack or the Company: means BITSTACK DIGITAL ASSETS SAS, a *société par actions simplifiée* with a share capital of EUR 5,112,307.35, registered with the Aix-en-Provence Trade and Companies Register under number 899 125 090, with its registered office at 100 impasse des Houillères – Le Pontet, 13590 Meyreuil, France.

Card or Bitstack Card: means the payment card or cards, physical and/or virtual, linked to the Client's Payment Account, issued by Xpollens in its capacity as an authorised electronic money institution, allowing in particular payment transactions and, where applicable, cash withdrawals, under the conditions set out in the Xpollens Terms of Use – Card, and supplemented by these General Terms and Conditions. Bitstack acts exclusively as agent of Xpollens for the provision and management of the functionalities associated with the Card.

Terms of Use or Bitstack Terms of Use: means these General Terms and Conditions of Use of Bitstack applicable to the functionalities and Services made available to Clients through the Bitstack Application. They are distinct from the Terms of Use of the Payment Account entered into between the Client and Xpollens.

Client(s): means users who have subscribed to one or more of the Services marketed by BITSTACK.

Account: means the Account opened on the Platform by a Client, which is a prerequisite for subscribing to any of the Services through the Application. It is distinct from the Payment Account, which is governed by the Terms of Use entered into between Xpollens and the Client.

Payment Account: means the payment account opened in the books of Xpollens, the functionalities of which are made available to the Client through the Bitstack Application. The features and operating terms of this Account are set out in the Xpollens Terms of Use "Payment Account", entered into directly between the Client and Xpollens. The Payment Account allows the Client in particular to carry out payment transactions, to fund and view the balance of the account, and to use one or more associated Cards, under the conditions set out in the Xpollens Terms of Use – Payment Account and, where applicable, the Xpollens Terms of Use – Card.

Dip Condition: means the market situation in which the price of the relevant Crypto-Asset satisfies, in BITSTACK's sole assessment, the technical criteria defined by BITSTACK to characterise a relative fall in the price against its recent trend, capable of triggering the optional dip boost under the Smart Recurring Purchase Service.

Crypto-Asset(s): means crypto-assets as defined in article 3 of the MiCA Regulation which are authorised by BITSTACK and in respect of which BITSTACK's Services may be provided to the Client. The list of Crypto-Assets authorised by BITSTACK and the list of Crypto-Asset liquidity providers are available on the home page of the Platform.

Key Information Document or KID: means the standardised key information document intended for retail investors, prepared in accordance with Regulation (EU) No 1286/2014 (PRIIPs), relating to the Fund, provided to the Client before any subscription.

Renewal Date: means the date on which a Subscription Period is renewed.

Personal Area: means the area of the BITSTACK mobile application dedicated to the use of the subscribed Services following the creation of an Account.

Fund: means any collective investment undertaking or other financial instrument distributed by Spiko Finance and made available to Clients through the Boost Service.

Billing Term: means the Subscription frequency chosen by the Client, either monthly or annual.

Spiko Virtual IBAN: means the dedicated international bank account number (IBAN) allocated individually to each Client by Spiko Finance, allowing subscription orders in the Fund to be initiated automatically by a simple transfer from the Client's Payment Account.

Amundi: means Amundi Asset Management, acting as delegated manager of the Fund made available through the Boost Service.

CACEIS: means the credit institution acting as independent depositary of the assets of the Fund made available through the Boost Service.

AML/CFT: means the obligations relating to anti-money laundering and counter-terrorist financing to which BITSTACK is subject.

Parties: means BITSTACK and the Clients, being the parties to these GTC.

Subscription Period: means the period covered by a Subscription payment, being one (1) month for the monthly Billing Term or one (1) year for the annual Billing Term.

Plan: means the service level applicable to the Client's Account, being either the Standard Plan or the Bitstack Plus Subscription. Only one Plan applies to an Account at any given time.

Standard Plan: means the Plan applicable by default to any Account, without subscription or payment of a subscription fee, the fee terms of which are set out in the Fee Schedule.

Platform: means the BITSTACK mobile application and the website bitstack-app.com together with all its related domains and sub-domains.

Fee Schedule: means the document entitled "Politique Tarifaire" (Fee Schedule), available on the Platform at https://www.bitstack-app.com/documents/politique-tarifaire, which sets out all fees, commissions, rates, thresholds and pricing caps applicable to the Services according to the Plan taken out. References in these GTC to the "Fee Schedule" or the "Fee Schedule in force" mean the version of that document available on the Platform on the date of the relevant transaction.

Digital Payment Wallet: means any dematerialised payment service offered by a third party allowing the Client to link their Card to a mobile application in order to make contactless payments, in particular Apple Pay and Google Pay.

PIS Provider: means the payment initiation service provider authorised and mandated by Bitstack to technically execute the simplified payment initiation service. Bitstack uses Tink AB as principal PIS Provider and Powens as substitute PIS Provider, under the conditions set out in article 2.7.3 of these General Terms and Conditions.

Boost Service: means the functionality of the Application allowing eligible Clients to access the investment services provided by Spiko Finance in respect of the Funds distributed by it, under the conditions set out in article 2.8 of these General Terms and Conditions. The terms of the investment services provided by Spiko Finance are governed by the General Terms and Conditions of Spiko Finance, accepted by the Client before any subscription.

Simplified Payment Initiation Service: means the service offered by BITSTACK under article 2.7 of these General Terms and Conditions, allowing the Client to fund their Payment Account directly from their personal bank account without leaving the Application, through an authorised payment initiation service provider ("PIS Provider").

Spiko Finance: means Spiko Finance SAS, an investment firm authorised by the French Prudential Supervision and Resolution Authority (ACPR) under number 19183, responsible for the reception and transmission of orders relating to units of the Fund and for the provision of the associated investment services.

Stackback: means a commercial benefit granted by Bitstack to certain eligible Clients, consisting of a rebate of a percentage of the amount of certain transactions carried out using the Card linked to the Payment Account, in accordance with the terms, conditions and limits set out in these General Terms and Conditions. Stackback constitutes neither a payment service, nor a financial instrument, nor a crypto-asset service, and confers no vested right until it has actually been credited. The applicable Stackback rate depends on the Plan taken out by the Client, under the conditions of article 2.6.2.

Service(s): means the services provided to Clients by BITSTACK in the course of its business. All Services offered by BITSTACK to its Clients fall within the scope of the MiCA Regulation. BITSTACK is authorised by the French Financial Markets Authority ("AMF") as a Crypto-Asset Service Provider ("**CASP**") in accordance with article 59 of Regulation 2023/1114 of 31 May 2023 on markets in crypto-assets ("MiCA") under number A2025-003 since 2 July 2025, for the provision of the following services:

- **the custody and administration of crypto-assets on behalf of clients** (article 3(16)(a) MiCA), being "*the safekeeping or controlling, on behalf of clients, of crypto-assets or of the means of access to such crypto-assets, where applicable in the form of private cryptographic keys*";
- **the exchange of crypto-assets for funds** (article 3(16)(d) MiCA), being "*the conclusion of purchase or sale contracts concerning crypto-assets with clients for funds by using proprietary capital*";
- **the exchange of crypto-assets for other crypto-assets** (article 3(16)(c) MiCA), being "*the management of one or more multilateral systems which bring together or facilitate the bringing together of multiple third-party purchasing and selling interests in crypto-assets, in the system and in accordance with its rules, in a way that results in a contract, either by exchanging crypto-assets for funds or by the exchange of crypto-assets for other crypto-assets*";
- **the execution of orders for crypto-assets on behalf of clients** (article 3(16)(e) MiCA), being "the conclusion of agreements, on behalf of clients, to purchase or sell one or more crypto-assets or the subscription, on behalf of clients, for one or more crypto-assets, and includes the conclusion of contracts to sell crypto-assets at the moment of their offer to the public or admission to trading";
- **the provision of transfer services for crypto-assets on behalf of clients** (article 3(16)(j) MiCA), being "*providing services of transfer, on behalf of a natural or legal person, of crypto-assets from one distributed ledger address or account to another*".

Payment Services: means the services provided to the Client in connection with the management and use of the Payment Account, opened with Xpollens, an authorised electronic money institution, for which Bitstack acts as agent. These services include in particular the opening, funding and viewing of the Payment Account and payment transactions carried out through it.

Subscription (to Services): means the subscription to and/or purchase by a Client of one or more Services offered by BITSTACK, which entails acceptance of these GTC.

Card Surcharge: means the surcharge applied to Crypto-Asset purchase transactions funded by bank card, under the conditions of article 5.4.

Durable Medium: means any instrument enabling the Client to store information addressed personally to them in a way that allows future reference for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of that information, in particular email and making information available in the Personal Area with notification to the Client.

Net Asset Value or NAV: means the unit value of a unit of the Fund, calculated and published on each business day, incorporating interest accrued since the previous net asset value.

Xpollens: means the electronic money institution authorised by the French Prudential Supervision and Resolution Authority (ACPR), responsible for providing the Payment Services relating to the Payment Account. Bitstack acts towards the Client as agent of Xpollens for the provision and management of these Payment Services.

1. Purpose

1.1. Contractual framework

These GTC and the Privacy Policy available on the Platform constitute a legally binding contractual framework entered into between BITSTACK and the Clients.

These GTC are available at all times on the Platform. They supersede any earlier version. Each version bears an effective date. The version applicable to the relationship between the Client and BITSTACK is the version in force on the date of the relevant transaction. The GTC apply until the Account is closed or deleted.

These General Terms and Conditions, the Privacy Policy, together with the Xpollens Terms of Use relating to the Payment Account and, where applicable, to the Card, constitute a legally binding contractual framework governing access to and use of the Services, including the use of Cards linked to the Payment Account.

Clients are advised to keep the GTC in paper form or to save them on a secure electronic medium.

The fee terms applicable to the Services are set out in the Fee Schedule in force, available at all times on the Platform, to which these GTC refer.

These GTC constitute the written agreement entered into between BITSTACK and the Client in accordance with articles 721-14 and 722-4 of the AMF General Regulation (RGAMF) and article 75 of the MiCA Regulation.

1.1.1. Amendment of the GTC and of the fee terms

BITSTACK may amend these GTC as well as the fee terms set out in the Fee Schedule, in particular to take account of changes to the Services, technical constraints, changes in its costs or its providers, or legislative, regulatory or case-law developments.

Any amendment is notified to the Client on a Durable Medium before it takes effect, stating its effective date.

Where the amendment is unfavourable to the Client (in particular the introduction of a new fee, an increase in an existing fee, rate or commission, the removal of a favourable minimum or cap, or the removal or substantial reduction of a benefit), the Client may, up to the effective date, close their Account free of charge in accordance with article 4.5 and, where applicable, terminate their Subscription in accordance with article 2.9.9. If this right is not exercised before the effective date, the amendment becomes enforceable against the Client, without prejudice to their right to terminate at any time thereafter.

Amendments that are favourable to the Client, that have no impact on their rights or obligations, or that are required by a legislative or regulatory provision, apply from their effective date.

Transactions initiated before the effective date of a pricing amendment remain subject to the previous terms.

1.2. Acceptance

Acceptance of the GTC, available at all times on the Platform, is evidenced by the creation of an Account. In doing so, the Client acknowledges having read them carefully, understood them and accepted them in their entirety. Acceptance of these GTC is necessarily full and unqualified. Any acceptance subject to reservations is deemed null and void. The GTC continue to apply when a Client subscribes to one or more Services marketed by BITSTACK. A Client who does not accept to be bound by these GTC will not be able to access the Services.

The Client further acknowledges having carried out the necessary research outside of or in addition to the information provided by BITSTACK, and having informed themselves of the risks inherent in the use of the Services.

By accepting these GTC, Clients are aware that the Services offered by BITSTACK relate to the crypto-asset sector and are directly connected to blockchain technology, which entails a number of consequences.

First, Clients are aware of the economic risks associated with the Services marketed. They acknowledge in this respect that crypto-asset markets are decentralised, that the Services are not suitable for many investors and represent a high level of risk of capital loss, in particular due to the extreme volatility of the markets.

Consequently, although the risk of loss does not exceed the amount invested, Clients undertake not to invest funds they cannot afford to lose. Clients further acknowledge that past performance is in no way an indication of future performance, which may vary both upwards and downwards.

Second, Clients are aware of the technical risks associated with the Services offered, including risks relating to an error or security failure, whether or not connected to the blockchain, which may result in a loss of data or of access to the crypto-assets held in custody.

In addition, although BITSTACK endeavours to provide access on the Platform to accurate and precise content, the Company does not guarantee that such content is exhaustive.

Finally, the Client understands that the Services may be affected by legal risks, in particular any amendment, restriction or prohibition resulting from applicable legislation or regulation which may have an impact on the existence, lawfulness or status of crypto-assets (affecting in particular their market liquidity and price).

Clients acknowledge and accept that the Services provided by BITSTACK do not include any advisory service from the Company, in particular as to the appropriateness, terms or consequences of any transaction.

2. Services

BITSTACK operates and makes available to its Clients a mobile application, the Platform, dedicated to the provision of services relating to investment in Crypto-Assets.

Accordingly, each Client who has created an Account on the Platform or taken out a subscription may become a Client and thereby:

- build a portfolio through the Crypto-Asset round-up mechanism or through one-off or recurring purchases;
- sell their Crypto-Assets for euros;
- benefit from a custody service for their Crypto-Assets;
- withdraw the Crypto-Assets acquired through the Services to an external wallet;
- transfer their Crypto-Assets to other Clients;
- manage their Payment Account;
- exchange Crypto-Assets for other Crypto-Assets.

The Services are provided under two Plans: the Standard Plan, applicable by default, and the paid Bitstack Plus Subscription, governed by article 2.9. The Plan taken out determines the fee terms applicable to the Services, as well as certain limits and functionalities, under the conditions set out in articles 2.9.3 and 5.

The Client uses the Services in accordance with the GTC and with any instruction issued by BITSTACK through the Platform. The caps applicable to the use of the Services (*i.e.* the weekly caps on transactions carried out on the Account) are available in the Personal Area through the Platform.

BITSTACK may, at any time and at its sole discretion, cease to provide any of the Services. However, such cessation will not affect the obligations of the Company and of the Client under a transaction in progress.

Except where required to comply with a legal obligation, BITSTACK and the Client undertake to keep strictly confidential any information relating to transactions carried out in connection with a subscription to the Services, in particular in accordance with BITSTACK's professional secrecy obligations.

The execution of Crypto-Asset purchase and sale orders is carried out exclusively through the Platform and using the functionalities available on the Platform, under the conditions set out below. Orders are accepted only if placed on or through the Platform. Bitstack has no obligation to execute orders placed by other means (telephone, email or other electronic communication). Furthermore, Bitstack does not execute any specific client instruction through the Platform.

In the execution of Crypto-Asset purchase and sale orders, Bitstack will systematically act as the Client's counterparty.

The Best Execution and Order Handling Policy is available on the Platform via the following link:
https://www.bitstack-app.com/documents/politique-de-meilleure-execution-et-de-gestion-des-ordres.

The list of venues on which purchase and sale orders will be executed is available in Annex 1 to the Best Execution Policy. Under these General Terms and Conditions, Clients give their consent to BITSTACK's Best Execution and Order Handling Policy. In the event of a materially significant amendment to the Best Execution and Order Handling Policy, Clients will be informed by email.

2.1. Crypto-Asset purchase and sale service in euros

BITSTACK allows its Clients:

- to purchase Crypto-Assets in euros by bank card payment through a payment service provider (the "**Payment Service Provider**"); the Client's consent is evidenced by adding their bank card details to the Platform; from the conversion of euros into Crypto-Assets, BITSTACK undertakes to send the assets to the Client's Wallet as soon as possible and, where applicable, within a maximum of one (1) business day;
- to sell Crypto-Assets for euros by transferring the Crypto-Assets to a blockchain address communicated by BITSTACK; the equivalent amount in euros is transferred to the Client by SEPA credit transfer to the Client's bank account; to that end, the

Client undertakes to link their bank account to the BITSTACK mobile application by providing their bank details;

- to make recurring purchases of Crypto-Assets on the Platform:

- The Client may set up recurring purchases of Crypto-Assets through their Client Area.

- The Client selects the following parameters:

  - Frequency of the recurring purchase (hourly, daily, weekly or monthly);
  - Date and time of the first recurring purchase instalment;
  - Amount in euros of the recurring purchase and payment method:
  - Payment by bank card;
  - Payment from the Client's balance available on an account opened with a banking service provider of BITSTACK (the "**Banking Service Provider**"). Where applicable, if the account opened with the Banking Service Provider does not hold sufficient euros on the date and time of the recurring purchase, the recurring purchase is not carried out and the Client is notified through the Platform of the failed payment.
- The Crypto-Asset(s) concerned by the recurring purchase.

- The first recurring purchase is carried out on the date and time selected by the Client. Recurring purchases are then carried out at each instalment as configured by the Client.

- By using the Platform, the Client acknowledges and accepts that all bitcoin transactions carried out through the Platform are irrevocable and final once the bitcoins are withdrawn to the Client's Wallet. The transaction may then no longer be disputed, cancelled or amended in any way whatsoever.

The recurring purchase may be stopped at any time by the Client. A request to cancel the recurring purchase is processed by Bitstack as soon as possible and within a maximum of one (1) business day.

2.1.1. Smart recurring purchase

The Client may activate a "Smart" recurring purchase mode, which automatically adjusts the amount executed according to market conditions, on the following terms:

(i) Guaranteed floor: the amount scheduled by the Client constitutes in all circumstances the minimum execution amount. The Smart Recurring Purchase Service will not execute an amount lower than the amount scheduled by the Client solely as a result of movements in the price of the Crypto-Asset, subject to the availability of the necessary funds on the payment method selected by the Client at the date and time of execution.

(ii) Optional dip boost: where market conditions satisfy the criteria defined by Bitstack to characterise a relative fall in the price of the Crypto-Asset against its recent trend (the “Dip Condition”), the Service may automatically execute an additional amount over and above the guaranteed floor, without Bitstack guaranteeing the frequency, regularity or actual occurrence of such boost at any given instalment. The absence of a boost on one or more instalments does not constitute a malfunction of the Service. Bitstack determines in its sole discretion whether this condition is satisfied, and the Client may not challenge that assessment.

(iii) No effect on price increases: no reduction in the amount executed may occur solely as a result of an increase in the price of the Crypto-Asset.

The Client selects one of the following risk profiles, which determines the maximum cap on the additional amount that may be executed under a Dip Condition, expressed as a percentage of the scheduled amount:

- Cautious: up to 10% of the scheduled amount in addition;
- Moderate: up to 20% of the scheduled amount in addition;
- Dynamic: up to 30% of the scheduled amount in addition;
- Ambitious: up to 50% of the scheduled amount in addition;
- Bold: up to 100% of the scheduled amount in addition.

Where the funds available on the payment method selected by the Client are insufficient to cover both the scheduled amount and the additional amount linked to the selected risk profile, Bitstack reserves the right to execute the scheduled amount as a priority, within the limit of available funds. The additional amount is reduced accordingly or is not executed, without this constituting a breach by Bitstack of its obligations.

Bitstack reserves the right to amend the technical parameters of the smart recurring purchase (thresholds, sensitivities, calculation windows), provided that the behaviours contractually defined in points (i) to (iii) above remain unchanged. Any amendment having the effect of significantly reducing the frequency or scale of the boost is communicated to the Client through the Platform with at least twenty-four (24) hours’ notice, during which the Client may deactivate the smart recurring purchase free of charge.

2.1.2. Limit orders

A Client with a Subscription may place limit orders to buy or sell Crypto-Assets, consisting in setting a price at which the order is executed.

The Client sets the direction of the order, the amount or quantity concerned, the limit price and, where applicable, the period of validity of the order. The order is executed once the price quoted on the Platform reaches the limit price set, subject to the availability of the funds or Crypto-Assets required at the time of execution.

The funds and Crypto-Assets corresponding to a limit order are not blocked or earmarked in any way. The Client remains free to dispose of them. Consequently, an order whose limit price is reached may not be executed, in whole or in part, for lack of available funds or Crypto-Assets, without such failure to execute constituting a breach by BITSTACK. The Client is informed of this through the Platform.

BITSTACK guarantees neither the execution time nor the actual execution price, which may differ from the limit price in the event of rapid market movements.

The Client may cancel an unexecuted limit order at any time from the Platform. Outstanding limit orders are automatically cancelled upon termination of the Subscription, under the conditions of article 2.9.10, as well as upon suspension or closure of the Account.

The number of simultaneous active limit orders is limited to ten (10) per Account.

2.2. Crypto-Asset purchase service through the round-up mechanism

The Company offers a round-up Crypto-Asset purchase service. Under this Service, the Client links their bank account and adds their bank card details with the Payment Service Provider. The Company calculates the difference between each amount paid by the Client and the next whole euro, on all transactions carried out in their day-to-day life (bank card payments or transfers), then converts the cumulative amount into Crypto-Assets on a weekly basis. The Client may also choose to “multiply” the total amount of these round-ups in order to purchase more Crypto-Assets.

The Crypto-Assets are made available to the Client in their Wallet as soon as possible and within a maximum of one (1) business day from their conversion.

Round-ups are calculated through an external payment service provider which the Company introduces to the Client (the “**AIS/PIS Provider**”). The Client authorises the AIS/PIS Provider to communicate information about their bank account to BITSTACK. The Client’s consent is evidenced by entering into a relationship with the AIS/PIS Provider, once the Client links their bank account to that provider. Failing this, the round-up Crypto-Asset purchase service cannot be provided to the Client.

The Payment Service Provider then debits the Client’s bank card to the Company’s bank account; the Client’s consent is evidenced by adding their bank card details to the Platform.

2.3. Crypto-Asset custody service

Custody is offered to all Clients holding an Account validated in accordance with article 4 of the GTC.

- Where the Client is a legal entity, the name(s) of the person(s) authorised to act on behalf of that legal entity are stated on the Account.
- Where the Client is a natural person, the capacity of that person and, where applicable, the identity of the person(s) authorised to act on behalf of that natural person are stated on the Account.

The Company uses a sub-custodian which enables each Client to have a Wallet in which to hold the Crypto-Assets acquired through the Platform (the “**Custody Provider**”)[1]. A failure by this Custody Provider may under no circumstances relieve the Company of its liability in respect of the provision of this Service.

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[1] Bitstack’s Custody Provider is BitGo Europe GmbH.

The Company provides custody of the Client's Crypto-Assets acquired through the Custody Provider until (i) the Client requests their transfer from the Wallet to an external wallet or their conversion into euros and the transfer of the funds to their bank account, (ii) the Account is closed and/or (iii) these GTC are terminated.

However, the Client acknowledges and accepts that a transfer from the Wallet to an external wallet is subject to the provision of a blockchain address deemed adequate by BITSTACK. That address will in particular be subject to an AML/CFT check.

Where possible, BITSTACK ensures that the necessary means are in place for the return of the Crypto-Assets.

The Wallet balance is accessible (i) on the Platform through the Personal Area (except in the event of a technical incident, in particular relating to a power cut, an interruption of connections, a malfunction or an overload of networks or systems) and (ii) by the Client only.

By accepting that BITSTACK holds their Crypto-Assets on their behalf for the duration of the custody, the Client expressly authorises BITSTACK to deal with them in order to manage the transactions instructed by the Client.

BITSTACK ensures that the Client's Crypto-Assets are segregated, on the blockchain, from its own Crypto-Assets, and provides its assistance to enable the Client to exercise the rights attached to the Crypto-Assets held in custody by BITSTACK.

BITSTACK will not make use of the Client's Crypto-Assets or of the rights attached to them without the Client's express consent, except for handling them in the context of a transaction instructed by the Client and for holding them in custody as part of the Services.

BITSTACK will maintain position records for each of its Clients in secure databases. BITSTACK, through the Custody Provider, will record in the Client's position register any event liable to create or amend the client's rights, and will do so as soon as possible. The position register is accessible to Clients at any time on the Platform. Where applicable, the position register may be sent to the Client on simple request.

BITSTACK has no control over the software protocols which govern or constitute the framework of the Crypto-Assets. Consequently, the Client is informed that, in the event of a fork of the distributed ledger technology, BITSTACK in no way guarantees that the Client will be entitled to the Crypto-Assets resulting from the fork in proportion to their position at the time of the event.

BITSTACK will use reasonable efforts to inform you of forks occurring on the authorised Crypto-Assets by publishing a notice on its website, including, where possible, whether BITSTACK intends to support one or both branches of a fork.

Clients will have access to a monthly report of the Crypto-Assets recorded in custody directly from the BITSTACK mobile application.

BITSTACK implements the means at its disposal to ensure the security of the Crypto-Assets held in the client's name. In particular, the vast majority of these Crypto-Assets are held in

Wallets controlled by BITSTACK and secured by authentication protocols offering a high level of security. In addition, Clients' Crypto-Asset holdings held in so-called "hot wallets" (i.e. wallets hosted online) are limited to the amount that BITSTACK considers reasonably adequate for day-to-day market operations.

BITSTACK also uses enhanced authentication mechanisms to verify the Client's identity and authorise transactions on the Crypto-Assets held in the Wallet.

BITSTACK has also implemented a crypto-asset custody policy setting out the main guiding principles applied by BITSTACK in providing the custody service to its Clients. The custody policy contains, in particular, provisions relating to Crypto-Asset segregation rules and to the arrangements for returning Crypto-Assets.

In any event, the Client's Crypto-Assets are segregated from Bitstack's funds and other Crypto-Assets in strict compliance with the applicable regulations. Segregation of Crypto-Assets is ensured by Bitstack at accounting, functional and technical level in order to protect the Client's ownership rights and to prevent the use of clients' Crypto-Assets for Bitstack's own account. Furthermore, in the event of Bitstack's insolvency, the Client's Crypto-Assets are separate from Bitstack's estate and will be returned to the Client under the conditions set out below.

However, BITSTACK will not be liable for the consequences on custody of (i) an event of force majeure; (ii) an error, negligence or malicious act by the Client; (iii) the Client's failure to comply with the GTC; (iv) any breach of the security of the Client's system or environment of whatever nature; or (v) a cyberattack, hacking, logical attack or virus affecting the Client's computer, messaging system, telephone or IT resources.

BITSTACK reserves the right to apply custody fees for Wallets that have remained inactive for more than one (1) year, at the rate set out on the Platform. These custody fees will be charged in Crypto-Assets where applicable. The Client may refer to BITSTACK's Fee Schedule available at: https://www.bitstack-app.com/documents/politique-tarifaire.

BITSTACK undertakes to return to the Client, upon request, the Crypto-Assets held in custody as soon as possible, except in the event of an event not attributable, directly or indirectly, to BITSTACK, and in particular where:

- the Client's Account has been suspended or closed;
- BITSTACK must carry out checks, in particular AML/CFT checks;
- BITSTACK suspects that the Client is not the originator of the return request;
- a competent authority objects to such return;
- BITSTACK suffers or has suffered an unforeseeable and insurmountable cyberattack, is the subject of a logical attack or attempted logical attack, a virus, a physical attack on its premises or an attack on the integrity of its staff in the performance of their duties, and more generally where one of the liability exclusion events occurs;
- the Platform and, more generally, BITSTACK's IT systems are undergoing maintenance;
- the Client has died or can no longer be reached.

In particular, in the event of a voluntary total or partial cessation of Bitstack's activities, the Contract will be terminated automatically. Depending on the circumstances, the Crypto-Assets will be returned to the Client under the conditions set out in this article or, where applicable, the Client may accept the transfer of their Crypto-Assets to another crypto-asset service provider proposed by Bitstack. In the absence of a response from the Client regarding the return or transfer of the Crypto-Assets, they will be liquidated and the funds resulting from that liquidation will be deposited with the Caisse des Dépôts et Consignations in accordance with applicable law.

In the event of an involuntary total or partial cessation, in particular where insolvency proceedings are opened against Bitstack, the return of the Crypto-Assets will be organised by the insolvency officers appointed by the competent court. The Client must request such return in accordance with applicable law.

2.4. Crypto-Asset for Crypto-Asset exchange service

The Company offers a service for exchanging Crypto-Assets for other Crypto-Assets. The Crypto-Assets eligible for this Service are those made available on the Platform and depend on the caps applicable to the Client.

Under this Service, the Client places an exchange order between two Crypto-Assets through the Application ("**Crypto-Assets A**"). The Client selects the amount of Crypto-Assets A available in their Wallet and selects the Crypto-Asset they wish to obtain in exchange ("**Crypto-Assets B**").

The Client is informed of the Crypto-Asset amounts of this transaction and of the fees applied by Bitstack.

Once the checks have been carried out, the Client's Crypto-Assets A are transferred out of their Wallet. Crypto-Assets B are then made available to the Client in their Wallet as soon as possible and within a maximum of one (1) business day from validation of the transaction.

2.5. Crypto-Asset transfer service

Through the Platform, the Client may send and/or receive Crypto-Assets by transferring Crypto-Assets from a Wallet or to external blockchain addresses belonging to the Client. The list of blockchain technologies used for the transfer of Crypto-Assets is available on the Platform.

The Crypto-Asset transfer service is governed by the GTC and in particular by this paragraph.

The Client requesting the transfer of Crypto-Assets will be informed of the estimated transfer fees and times, where these differ from the times stated in paragraphs 2.5.1 and 2.5.2, at the time of confirming the transaction. The fees applied to transactions through the Platform are set out in the Fee Schedule: https://www.bitstack-app.com/documents/politique-tarifaire.

The transfer request is made exclusively through the Platform.

The Client is informed that the execution of a transfer request is irrevocable and can no longer be cancelled by BITSTACK once the request has been validated and executed.

For a Crypto-Asset transfer to be considered definitively recorded[2] on the blockchain technology, the number of block confirmations required depending on the technology used is stated in the list of Crypto-Assets available on the Platform and in the Transfer Policy.

2.5.1. Transfer of Crypto-Assets between Clients ("Pay")

The transfer of Crypto-Assets to another Client requires the beneficiary Client to hold an Account, to comply with the GTC and not to be subject to restrictive measures, in particular in AML/CFT matters.

The beneficiary Client is identified by the telephone number or email address of the Client registered on the Platform. All Clients may synchronise the contacts saved on their telephone with the Platform.

Once the Client's transfer request has been received, the position register is updated to reflect each transfer transaction. Each Client may then verify that the transaction has been properly completed through their Account. The transfer is executed as soon as possible and within a maximum of one (1) business day from validation of the transfer.

2.5.2. Transfer of Crypto-Assets to an external wallet

A Client may transfer the Crypto-Assets held in their Wallet to an external wallet belonging to the Client or to a third party.

The Crypto-Asset transfer request is made at the Client's request through the Platform. The destination external wallet address is communicated to BITSTACK's Compliance department, which will decide whether or not to approve the transfer. Where applicable, additional information may be requested from the Client so that they provide information relating to the external wallet of the transfer beneficiary. Furthermore, the transfer is subject to the applicable AML/CFT rules.

Where the transfer is approved by BITSTACK, the amount of Crypto-Assets the Client wishes to transfer is sent to the approved external wallet address. This transfer is carried out as soon as possible and within a maximum of one (1) day. These times apply subject to any delays applied in the execution of transactions on the blockchain protocol on which the relevant Crypto-Asset(s) are issued.

The Account is updated with the processing status of the Crypto-Asset transfer requested by the Client. Once the transfer has been executed, the Account reflects the new balance of Crypto-Assets held by BITSTACK on behalf of the Client. If the transfer is rejected, the Client is informed by BITSTACK as soon as possible. BITSTACK will inform the Client of the reason for the rejection or suspension of the transfer and, where applicable, of the steps to be

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[2] Means, for a transfer of Crypto-Assets, the moment at which the transaction is considered irreversible and permanently validated on the blockchain technology used.

taken to remedy the rejection or suspension of the transfer and of the amount of fees incurred for processing that transaction.

After Crypto-Asset transfers have been executed, BITSTACK ensures that it provides the Client with at least the following information:

- the names of the originator and of the beneficiary;
- the distributed ledger address or the crypto-asset account number of the originator;
- the distributed ledger address or the crypto-asset account number of the beneficiary;
- a reference enabling the Client to identify each Crypto-Asset transfer;
- the amount and type of Crypto-Assets transferred or received;
- the value date of the debit or the value date of the credit of the Crypto-Asset transfer; the amount of fees, charges or commissions relating to the Crypto-Asset transfer and, where applicable, a breakdown of those amounts.

This information is provided in the position statement sent to the Client and is available at any time on the Account.

Finally, in the event of suspected or established fraud or of threats to the security of Clients' Crypto-Asset transfers, BITSTACK informs them by a notification sent to the Account, by email, or by notification through the Platform.

2.6. Payment account service

Bitstack offers its Clients, through the Bitstack Application, access to a Payment Account opened with Xpollens, an electronic money institution authorised by the French Prudential Supervision and Resolution Authority (ACPR).

Bitstack acts as agent of Xpollens for the provision of the Payment Services associated with this Payment Account.

The Application thus allows the Client, as part of the Bitstack Services:

- To manage their Payment Account:
  - The Payment Account is a euro-denominated account, with no overdraft facility, identified by a French bank account identification statement (RIB);
  - It allows the Client to:
    - Receive and send credit transfers;
    - Be credited by bank card (Visa, Mastercard);
    - Use one or more Cards linked to that Payment Account, within the limits of the available balance;
    - Make payments, withdrawals or direct debits in accordance with the conditions set out in the Xpollens Terms of Use – Payment Account.

The Payment Services offered through the Bitstack Application are governed by the Bitstack Fee Schedule in force and by the Xpollens Terms of Use – Payment Account, entered into between the Client and Xpollens.

Bitstack remains the sole decision-maker as to the functionalities available on the Application and the terms on which they are made available.

The Client may not, on that basis, bring any claim or request for compensation as a result of the amendment or removal of a Service.

2.6.1. Use of the Bitstack card

The Client undertakes to use the Services, including the Payment Account and the associated Cards, in accordance with these General Terms and Conditions, the applicable Xpollens Terms of Use, and any instruction or information communicated by Bitstack or Xpollens through the Platform.

Certain transactions carried out through the Payment Account, including those carried out using the Card, may be subject to caps, limits or restrictions, in particular depending on the Client's profile, regulatory requirements or the risk management policies of Bitstack or Xpollens.

The Client acknowledges that a refusal of a payment or transaction carried out using the Card may result in particular from a cap being exceeded, an insufficient balance, or security measures implemented by Xpollens or the payment networks, without Bitstack incurring any liability in that respect.

The Client is solely responsible for the safekeeping, confidentiality and security of all of their authentication and payment credentials, in particular those relating to the use of the Card, and undertakes to take all reasonable measures to prevent their unauthorised use.

In the event of loss, theft, misappropriation or any unauthorised use of the Card, the Client undertakes to block the Card without delay in accordance with the arrangements provided by Xpollens. Until such blocking is effectively registered, transactions carried out using the Card remain at the Client's expense, under the conditions set out in the applicable Xpollens Terms of Use.

Without prejudice to the right to block the Card, the Client may also, at any time, temporarily suspend the use of their Card ("freeze") independently from the Application.

Freezing the Card prevents any new payment or withdrawal transaction for as long as it is activated, without resulting in termination of the Payment Account.

Bitstack does not guarantee acceptance of the Card by all merchants or service providers, such acceptance depending in particular on the rules specific to the payment networks, acquiring institutions and merchants concerned.

The Client acknowledges that certain transactions carried out using the Card may be executed on a deferred or offline basis, in particular in the event of temporary unavailability of the payment systems, and may be debited from the Payment Account at a later date, including where the balance is insufficient at the time of the transaction.

Bitstack reserves the right, for reasons of security, regulatory compliance or risk management, to limit, suspend or deactivate the use of the Card, whether temporarily or permanently, without the Client being entitled to any compensation. Bitstack will inform the Client of the implementation of such a measure as soon as possible, except where such information is prohibited by a legal or regulatory provision or is liable to compromise the security objectives pursued.

Where the Card is used for transactions denominated in a currency other than the euro, conversion fees and/or exchange rates may be applied by the payment networks or the providers concerned, in accordance with the Fee Schedule in force, such fees being borne entirely by the Client.

The use of the Card may be subject to specific rules depending on the country, currency or payment network used. Certain transactions may be refused or give rise to additional fees, in accordance with the Fee Schedule in force. The monthly cap on transactions exempt from foreign exchange fees depends on the Plan taken out by the Client and is set out in the Fee Schedule.

The Card is backed by a Payment Account with no overdraft facility. Any transaction exceeding the available balance will be refused.

Bitstack offers eligible Clients a round-up-to-the-nearest-euro service applicable to payments made using the Card linked to the Payment Account (the “Card Round-Up Service”).

Under this Service, on each payment transaction carried out with the Card, the difference between the amount of the payment made and the next whole euro (the “Round-Up Amount”) is debited instantly from the Client’s Payment Account.

The Client may also, through the Platform, choose to include in the Card Round-Up Service transactions whose amount is already expressed in whole euros. In that case, a Round-Up Amount determined in accordance with the parameters of the Service is debited on each relevant payment.

The Client may, at any time from the Platform, activate or deactivate the Card Round-Up Service, and set a multiplier coefficient allowing the Round-Up Amount debited on each payment to be multiplied (the “Multiplier Service”). Activation of the Multiplier Service results in a proportionally increased debit of the Round-Up Amount from the Client’s Payment Account.

The amounts debited under the Card Round-Up Service and, where applicable, the Multiplier Service, are allocated, in accordance with the parameters of the Service, to the acquisition of Crypto-Assets through the Platform, under the conditions set out in these General Terms and Conditions and those applicable to the crypto-asset Services.

Use of the Card Round-Up Service, including the option relating to whole-euro transactions and the Multiplier Service, may give rise to the application of fees, in accordance with the Fee Schedule in force as communicated on the Platform.

Bitstack reserves the right to amend, suspend or deactivate, at any time, all or part of the Card Round-Up Service, the option relating to whole-euro transactions or the Multiplier

Service, in particular for technical, security, regulatory compliance or risk management reasons, without the Client being entitled to any compensation.

Bitstack may offer, for a limited period clearly communicated to the Clients concerned, a launch or testing phase (“beta phase”) relating to the Card, which may include certain specific benefits. These benefits are granted on a temporary basis, exclusively for the duration of the beta phase, and constitute neither a vested right nor an undertaking to maintain them beyond that period.

As part of its anti-money laundering and counter-terrorist financing (AML/CFT) obligations, Bitstack and/or Xpollens may restrict, suspend or refuse the use of the Payment Account and/or the Card, without notice and without Bitstack incurring any liability.

2.6.2. Stackback programme

Bitstack may offer certain Clients a Stackback programme linked to the use of the Card, allowing eligible Clients to receive a rebate calculated on the basis of certain payment transactions carried out using that Card.

Participation in the Stackback programme is optional, conditional and subject to compliance with these General Terms and Conditions.

Eligibility for Stackback is subject in particular to:

- holding an active Payment Account;
- compliant use of the Card;
- compliance with the caps, limits and conditions defined by Bitstack;
- the absence of any breach of these General Terms and Conditions or of applicable legal and regulatory obligations.

Bitstack reserves the right to refuse, suspend or exclude access to Stackback in the event of suspected abuse, fraud or non-compliant use.

Only certain payment transactions carried out using the Card are eligible for Stackback.

The following are excluded in particular, without this list being exhaustive:

- cash withdrawals and transactions treated as withdrawals;
- payments made to other financial service providers, payment institutions or crypto-asset wallets, including crypto-asset custody, exchange or transfer services;
- crypto-asset purchases made through the Bitstack Platform;
- transfers of funds between users or transactions treated as “peer-to-peer” (P2P) transfers;
- foreign exchange transactions, as well as fees and commissions of any kind;
- transactions that are cancelled, refunded, disputed or subject to a chargeback;
- any transaction identified as abusive, fraudulent or carried out in breach of these General Terms and Conditions.

Bitstack reserves the right to amend the list of eligible transactions at any time.

The amount of Stackback is calculated on the basis of eligible transactions, according to the rates, caps and terms defined by Bitstack and communicated to the Client through the Platform. The applicable Stackback rate depends on the Plan taken out by the Client. Stackback is credited at the full rate up to a monthly cap on eligible spending, reset on the first day of each calendar month and determined according to the amount of recurring payments scheduled by the Client. Beyond that cap, a reduced rate applies to eligible transactions until the end of the current calendar month.

The rates, caps, recurring-payment thresholds and their calculation methods are set out in the Fee Schedule. They may be amended under the conditions of article 1.1.1.

In the event of a change of Plan during the month, the applicable rate is that of the Plan in force on the date of the eligible transaction. No retroactive adjustment is made to earlier transactions.

Stackback is credited on a conditional basis and may be deferred, adjusted or cancelled in particular in the event of cancellation of the underlying transaction, a dispute, or non-compliance with the applicable conditions.

Where Stackback is credited, it is automatically allocated, in accordance with the parameters of the Service, to the acquisition of a Crypto-Asset through the Platform, in accordance with the General Terms and Conditions applicable to the crypto-asset Services.

The Client acknowledges that this arrangement constitutes a technical method of using the Stackback and not a gift, a transfer of assets or a gratuitous benefit.

Stackback is neither guaranteed nor automatic. Bitstack does not guarantee the continuous availability of the Stackback programme.

Bitstack reserves the right to amend, suspend or discontinue the Stackback programme, in whole or in part, at any time, without the Client being entitled to any compensation.

2.6.3. Use of digital payment wallets (Apple Pay and Google Pay)

BITSTACK may allow, for certain cards issued in partnership with its issuing institution, those cards to be added to digital wallets offered by third parties, in particular Apple Pay and Google Pay (the “Digital Wallets”).

The use of a Digital Payment Wallet is subject to these General Terms and Conditions, as well as to the terms and conditions and privacy policies specific to the relevant Digital Payment Wallet provider, which the Client accepts directly with that provider when adding the card. Bitstack is not a party to that contractual relationship and may not be held liable for the processing carried out by the Digital Payment Wallet provider.

By adding a card to a Digital Payment Wallet, the Client acknowledges and accepts that:

- certain data relating to the card, to transactions, to the device used, as well as the data necessary for the management of the payment token and for fraud detection, including in particular the characteristics of the device and data relating to transactions carried out through the Digital Payment Wallet, may be processed;

- BITSTACK does not operate or control the Digital Wallets and may not be held liable for their availability, security or operation;
- The Digital Payment Wallet provider may apply its own contractual terms and privacy rules.

Adding a card to a digital payment wallet does not alter the existing contractual relationship between the Client and BITSTACK concerning the underlying card.

BITSTACK reserves the right to suspend, restrict or remove the ability to use a card in a Digital Payment Wallet in the event of suspected fraud, security risk, legal or regulatory obligation, or breach of these General Terms and Conditions.

The use of the Card in a Digital Payment Wallet is also subject to the Xpollens Terms of Use applicable to the Card, in particular as regards payment caps, blocking procedures and refund arrangements in the event of an unauthorised transaction.

When a card is added to a Digital Payment Wallet, the actual card number is not transmitted to the Digital Wallet provider or to merchants. It is replaced by a device-specific virtual payment identifier ("token"), managed by Xpollens, the relevant payment network and the Digital Wallet provider. Bitstack plays no part in the management of that token.

The Client remains responsible for the security of their device and of their authentication credentials (passcode, biometrics, strong authentication), as well as for immediately deactivating the card in the Digital Wallet through the security settings of the relevant device (Apple ID, Google account or equivalent), and for notifying BITSTACK without delay, in accordance with article L. 133-17 of the French Monetary and Financial Code. The Client is also invited to block the Card without delay in accordance with the arrangements provided by Xpollens.

In the event of suspected compromise of a Digital Payment Wallet on a specific device, the Client is invited to remove the card from the relevant Digital Payment Wallet through the settings of the device or of the associated account, without it being necessary to block the physical Card, unless the latter has also been compromised. In case of doubt, the Client may contact Bitstack support.

Any refund relating to a transaction carried out through a Digital Payment Wallet is credited to the Payment Account underlying the Card, and not directly into the Digital Payment Wallet. Refund times are those set out in the applicable Xpollens Terms of Use.

2.7. Simplified payment initiation service

2.7.1. Description of the service

Bitstack offers its Clients the simplified payment initiation service (Easy Bank Transfer), allowing the Payment Account to be funded directly from a personal bank account of the Client, without leaving the Bitstack Application. This service relies on the payment initiation mechanism (Payment Initiation Service – PIS), a component of the open banking framework established by Directive (EU) 2015/2366 on payment services (PSD2), transposed in articles L. 314-1 et seq. of the French Monetary and Financial Code.

2.7.2. Operation and client journey

(i) The Client selects "Easy Bank Transfer" from the available payment methods and enters the desired amount (minimum amount: EUR 10);

(ii) The Client selects their banking institution from among the institutions available through the PIS Provider defined in article 2.7.3;

(iii) The Client is redirected to a secure interface of the PIS Provider in order to authenticate with their banking institution, in accordance with the Strong Customer Authentication (SCA) requirements set out in article L. 133-44 of the French Monetary and Financial Code;

(iv) Once authentication has been completed, the PIS Provider initiates a SEPA credit transfer from the Client's bank account to the Payment Account;

(v) The funds are credited to the Payment Account upon their receipt by Xpollens, in accordance with the time limits applicable to SEPA credit transfers set out in the Xpollens Terms of Use – Payment Account. The transfer may be executed as an instant or a standard transfer depending on the capabilities of the Client's banking institution. Bitstack does not guarantee that it will be instant.

2.7.3. PIS Providers – Tink and Powens

Bitstack uses Tink AB (a company incorporated under Swedish law, a subsidiary of Visa Inc., authorised as a PIS provider within the European Economic Area, covering most European financial institutions) as principal PIS Provider. In the event that Tink is unavailable or does not cover the Client's banking institution, Bitstack may use Powens (a company incorporated under French law, authorised by the French Prudential Supervision and Resolution Authority, covering the vast majority of French financial institutions) as substitute PIS Provider. Where Powens is used instead of Tink for a given transaction, the Client is informed of this within the payment journey and is invited to consult the Powens Terms of Use before confirming the transaction.

Under the simplified payment service, Bitstack acts as an intermediary introducing the Client to the PIS Provider, without intervening in the technical execution of the payment transaction. The contractual relationship relating to the initiation of the payment is governed by the general terms and conditions of the PIS Provider, which the Client accepts directly.

Before first using the simplified payment service, the Client is invited to read the end-user Terms of Use of the PIS Provider, accessible from the Application, and to give their explicit consent through a dedicated screen. In the event of a change of active PIS Provider, the Client is informed and a new consent is presented to them before any transaction.

2.7.4. Consent and irrevocability

The initiation of a payment through Easy Bank Transfer is subject to the Client's explicit and prior consent, evidenced by validation of the transaction after strong authentication with their banking institution. In accordance with article L. 133-8 of the French Monetary and Financial Code, a payment order initiated through Easy Bank Transfer is irrevocable once the Client has given their consent to the PIS Provider. The Client may not revoke an order after having given that consent. Bitstack does not store any of the Client's banking authentication data (login credentials, passwords). Authentication is carried out exclusively through the secure interface of the PIS Provider and of the Client's banking institution.

2.7.5. Caps and limits

Transactions carried out through Easy Bank Transfer are subject to the same caps as those applicable to transactions funding the Payment Account, as set out in the Xpollens Terms of Use – Payment Account and in the Bitstack Fee Schedule. The minimum amount per Easy Bank Transfer transaction is ten (10) euros. The Easy Bank Transfer service is available for banking institutions located in the European Economic Area. Bitstack reserves the right to restrict its availability to certain countries or institutions.

2.7.6. Pricing

The fees applicable to Easy Bank Transfer transactions are set out in the Bitstack Fee Schedule available on the Platform. Unless otherwise stated in the Fee Schedule, no additional fee is charged to the Client in respect of this service, without prejudice to any fees applied by the Client's banking institution.

2.7.7. Allocation of liability

Under the Easy Bank Transfer service, liability is allocated as follows, in accordance with the provisions of PSD2 and of the French Monetary and Financial Code: (i) Bitstack is responsible for making technical access to the Easy Bank Transfer service available within the Application. Bitstack may not be held liable for failures, unavailability or execution errors attributable to the PIS Provider, to the Client's banking institution or to Xpollens. (ii) The PIS Provider (Tink or Powens) is responsible for the correct initiation of the payment in accordance with the consent given by the Client. (iii) Xpollens, as manager of the Payment Account, is responsible for processing the incoming transfer and crediting the Payment Account, in accordance with the provisions of the Xpollens Agreement.

In the event of an unauthorised transaction initiated through Easy Bank Transfer, the Client benefits from the right to a refund provided for in article L. 133-18 of the French Monetary and Financial Code, under the conditions set out in the Xpollens Terms of Use – Payment Account. Any report of an unauthorised or incorrectly executed transaction must be sent to Bitstack as soon as possible and in any event within a maximum period of thirteen (13) months from the date on which the Client's bank account was debited, in accordance with article L. 133-24 of the French Monetary and Financial Code, failing which the claim is time-barred. Bitstack forwards that report without delay to the PIS Provider and to Xpollens.

For any complaint relating to the initiation of the payment by the PIS Provider, the Client may contact the latter directly and, failing a satisfactory response, refer the matter to the ombudsman designated by the PIS Provider in accordance with article L. 316-1 of the French Monetary and Financial Code.

2.7.8. Personal data

Under the Easy Bank Transfer service, the PIS Provider may process the Client's personal data as an independent controller, in accordance with its own privacy policy, accessible from the Application. Bitstack transmits to the PIS Provider only the data strictly necessary for the initiation of the payment and does not store any banking authentication data.

2.8. Boost Service

2.8.1. Description of the service and role of BITSTACK

BITSTACK makes available, through its Application, a functionality allowing eligible Clients to access the investment services provided by Spiko Finance in respect of the Funds distributed by it.

The Client is informed, before any activation of the Boost Service, that the investment services are provided exclusively by Spiko Finance, an authorised investment firm. Subscription and redemption transactions, as well as the reception, transmission and execution of orders, are carried out by Spiko Finance under its own responsibility and within the scope of its authorisation. The terms of these services are governed by the General Terms and Conditions of Spiko Finance, which the Client accepts before any use of the Boost Service.

BITSTACK is not an investment services provider within the meaning of articles L. 321-1 et seq. of the French Monetary and Financial Code. BITSTACK neither receives nor transmits orders relating to the Funds and at no time holds Clients' funds or financial instruments in connection with the Boost Service. BITSTACK merely makes available a technical interface allowing Clients to access the services provided by Spiko Finance.

The Boost service is accessible from the Application to Clients holding an active Payment Account. BITSTACK reserves the right to extend or restrict eligibility for the Boost service at any time, without notice, on the basis of regulatory, technical or commercial constraints.

2.8.2. Allocation of roles

Under the Boost Service: BITSTACK makes available the interface allowing the Client to access the services offered by Spiko Finance; Spiko Finance provides the investment services under its own authorisation; The features of the Funds, their investment strategy and their risks are described in the regulatory documentation made available by Spiko Finance before any subscription.

2.8.3. Features of the Fund

The features, investment strategy, risks, fees and operating terms of each Fund accessible through the Boost Service are described in the corresponding regulatory documentation (in particular the Prospectus and, where applicable, the Key Information Document), made available to the Client before any subscription by Spiko Finance.

2.8.4. Subscription – Operation of the Virtual IBAN

On activation of the Boost service, Spiko Finance allocates to each Client a dedicated, unique and personal Spiko Virtual IBAN linked to the Fund.

Any subscription in the Fund is initiated by a transfer issued from the Client's Payment Account to that Spiko Virtual IBAN. Receipt of that transfer by Spiko Finance automatically triggers a subscription order for a corresponding amount, without any additional instruction from the Client or from BITSTACK being necessary.

The minimum subscription amount is one (1) euro. Transfers are initiated from the Bitstack Application under the conditions set out in article 2.6 of these General Terms and Conditions relating to the Payment Account.

BITSTACK plays no part in the chain of transmission of subscription orders. The funds pass directly between the Client's Payment Account (opened with Xpollens) and the Fund, without ever passing through BITSTACK's own accounts.

The detailed terms of the investment service are governed by the General Terms and Conditions of Spiko Finance.

2.8.5. Change in the value of the investment

The Fund is an accumulation fund. The income generated by the fund does not give rise to cash distributions but is incorporated daily into the Net Asset Value, on each business day, in accordance with the following mechanism: the Net Asset Value of the day reflects, for each unit, the accumulated growth since the Client's initial subscription.

No action by the Client is required to benefit from this accumulation. The growth of the Boost balance displayed in the Application reflects the change in the Net Asset Value applied to the Client's position.

Any yield displayed in the Application is provided for information purposes only. It depends exclusively on the performance of the Fund as resulting from its investment strategy described in its regulatory documentation. It is variable and is not guaranteed. BITSTACK does not guarantee the level of the Net Asset Value, the continuation of past performance or the absence of capital loss. As an investment in a UCITS, the Boost service is an investment, and not a bank deposit within the meaning of article L. 312-1 of the French Monetary and Financial Code.

The detailed terms of the investment service are governed by the General Terms and Conditions of Spiko Finance.

2.8.6. Redemption – Withdrawal to the Payment Account

The Client may at any time request the partial or total redemption of their position in the Fund from the Bitstack Application.

Redemption orders are transmitted directly by the Application to Spiko Finance's system, without passing through BITSTACK's backend. The funds corresponding to the redemption are transferred by the Fund to the Client's Payment Account (Xpollens IBAN) on the business day following the acceptance of the order, provided that the request was submitted before the cut-off time of 11:30 a.m. Paris time. Any request received after that time is processed on the following business day.

BITSTACK does not guarantee settlement times, which depend exclusively on the Fund's liquidity calendar and on Spiko Finance's operations. BITSTACK may not be held liable for any settlement delay attributable to the operation of the fund, to Spiko Finance, to Amundi, to CACEIS or to any other participant in the settlement chain.

The detailed terms of the investment service are governed by the General Terms and Conditions of Spiko Finance.

2.8.7. Conditions for entering into a relationship with Spiko Finance – KYC and independent right of refusal

Access to the Boost service is conditional upon entering into a business relationship with Spiko Finance, an investment firm authorised by the ACPR.

Under a KYC reliance agreement entered into between BITSTACK and Spiko Finance, BITSTACK transmits to Spiko Finance the identification data and supporting documents already collected by BITSTACK for its own regulatory purposes under its CASP authorisation. In the vast majority of cases, the opening of the Spiko account is instantaneous (less than ten seconds). In certain exceptional cases, a manual check may require up to 24 business hours.

- Spiko Finance may request any additional document it deems necessary to comply with its regulatory obligations.

Spiko Finance reserves the discretionary right to refuse, restrict or terminate the business relationship with a Client, independently of the assessment previously carried out by BITSTACK under its own KYC/AML-CFT procedures. This right is inherent in Spiko Finance's exercise of its legal and regulatory obligations in relation to anti-money laundering and counter-terrorist financing. Such a refusal or termination may not give rise to any liability on the part of BITSTACK.

In the event of a refusal by Spiko Finance, the Client remains free to use all of BITSTACK's other Services.

2.8.8. Spiko Finance general terms and conditions – Acceptance and updates

Activation of the Boost service requires the Client to read and accept the General Terms and Conditions of Spiko Finance (the "Spiko Terms"), which are presented to them on first activation of the service in the Application.

The Spiko Terms govern the contractual relationship between the Client and Spiko Finance. BITSTACK is not a party to those Spiko Terms and may not be held liable for their content, amendment or application.

Spiko Finance may amend its Spiko Terms. The Client will be notified by Spiko Finance of any substantial amendment, with at least fifteen (15) calendar days' notice before the new provisions take effect.

Such notification may take the form of an email sent to the Client's address registered in the Bitstack Application. In the absence of objection by the Client within the notice period, the new Spiko Terms will be enforceable against them.

2.8.9. Key Information Document (KID) and nature of the investment

In accordance with the obligations arising from Regulation (EU) No 1286/2014 (PRIIPs), the Key Information Document (KID) relating to the Fund is presented to the Client before any first subscription in the Bitstack Application. The Client acknowledges having read the KID and having understood its content before activating the Boost service.

The Client expressly acknowledges that:

- the Boost service constitutes an investment in financial instruments (UCITS units) and not a bank deposit;
- the yield of the Fund is variable, in accordance with the features of the Fund described in its regulatory documentation, and is not guaranteed;
- as with any investment in a financial product, the capital invested is not guaranteed and there is a risk of capital loss;
- past performance is no guide to future performance;
- the Funds accessible through the Boost Service constitute investments in financial instruments. Unless expressly stated in the applicable regulatory documentation, they benefit from no capital guarantee and no yield guarantee.

2.8.10. Absence of deposit guarantee (FGDR clause)

The Boost service does not constitute a deposit within the meaning of article L. 312-4 of the French Monetary and Financial Code. The funds invested in the Fund are not covered by the French Deposit Guarantee and Resolution Fund (FGDR) or by any bank deposit guarantee scheme. The Client places funds in an ordinary investment fund, subject to the market risk inherent in any collective investment, even of a conservative nature.

The applicable protection is that attached to the status of a UCITS regulated by the AMF: segregation of the fund's assets from Spiko Finance's estate, independent custody by

CACEIS, and orderly liquidation in the event of the manager's failure, in accordance with the UCITS regulations.

2.8.11. Taxation

The Fund is an accumulation fund. In the absence of a redemption, no tax event arises for the Client merely as a result of the change in the value of their investment in the Fund. Taxation applies, in respect of income tax and social levies, only upon redemption, whether partial or total, on the portion corresponding to the gains realised, calculated in proportion to the amount redeemed.

Spiko Finance will issue, in respect of each calendar year, a French single tax statement (*Imprimé Fiscal Unique*, IFU) summarising the taxable transactions carried out by the Client.

The Client is solely responsible for all of their reporting and tax obligations arising from the use of the Boost service. BITSTACK provides no tax advice and disclaims all liability in that respect.

2.8.12. Limitation of BITSTACK's liability

BITSTACK acts exclusively as a technical provider making available the interface allowing access to the services provided by Spiko Finance. Accordingly, its liability in connection with the Boost service is expressly limited as follows:

BITSTACK may not be held liable for:

- investment decisions or the performance of the Fund, which fall within the exclusive competence of Amundi in its capacity as delegated manager;
- decisions to enter into a relationship, to refuse access or to close the Spiko account taken by Spiko Finance in the exercise of its own regulatory obligations;
- redemption settlement times or any operational incident affecting the Fund, which fall within the operational scope of Spiko Finance, Amundi or CACEIS;
- the amendment or termination of the Spiko Terms or of the Fund's prospectus, of which BITSTACK is not the author;
- any loss resulting from a change in the Net Asset Value or from a capital loss in the Fund;
- any unavailability of the Boost service resulting from unavailability of the systems of Spiko Finance, Amundi or CACEIS;
- any tax consequence for the Client resulting from the use of the Boost service.

BITSTACK is responsible for the proper functioning of the application interface allowing access to the Boost service from the Application, within the limits of article 9 of these General Terms and Conditions.

BITSTACK reserves the right to suspend, amend or discontinue the Boost service at any time, in particular in the event of a change in the applicable regulatory framework, termination of the partnership with Spiko Finance, or for any other technical or commercial reason, without the Client being entitled to any compensation beyond the refund of the funds actually invested in the Fund, which will be organised in coordination with Spiko Finance.

In the event of definitive discontinuation of the service, the redemption of the Client's positions and the payment of the corresponding funds to their Payment Account will be organised by Spiko Finance, with Bitstack limiting itself to informing the Client and coordinating the operation on a technical level.

2.9. Bitstack Plus Subscription

2.9.1. Purpose and interaction with the GTC

Bitstack Plus is a paid Plan, taken out by the Client, giving access to fee terms and functionalities distinct from those of the Standard Plan.

The Subscription constitutes neither a stand-alone crypto-asset service, nor a payment service, nor a financial instrument. It does not alter the nature of the Services provided, but only their fee terms and functionalities.

These GTC apply in their entirety to a Client who has taken out the Subscription. This article 2.9 prevails in the event of a contradiction relating specifically to the Subscription.

2.9.2. Eligibility and subscription

The Subscription is reserved for Clients who are natural persons of full age, acting for purposes which do not fall within the scope of their professional activity, holding an Account whose identity has been verified in accordance with article 4.1, and residing in one of the countries in which the Subscription is offered. The list of those countries is set out on the Platform.

Subscription is carried out from the Application. The Client chooses their Billing Term and payment method at the time of subscription.

Before any payment, BITSTACK presents the Client with a summary including the essential characteristics of the Subscription, its price inclusive of all taxes, its duration, its renewable nature, the date of the first Renewal Date, the payment method selected and the termination arrangements, in accordance with article L. 221-5 of the French Consumer Code. Subscription is evidenced by an express act of the Client including a statement of their payment obligation.

Only one Subscription may be taken out per Account.

2.9.3. Benefits and limits attached to the Plans

The functional benefits attached to each Plan are as follows:

Item	Standard Plan	Bitstack Plus
Simultaneous savings goals	2	Unlimited
Limit orders (art. 2.1.2)	Not available	Included

The fee terms attached to each Plan, in particular Crypto-Asset purchase and sale commissions, the Stackback rate and caps, the monthly cap for exemption from foreign exchange fees, and the Card production and delivery fees, are set out in the Fee Schedule.

Certain functionalities may be made available progressively after the launch of the Subscription. The conditions governing changes to the benefits are set out in article 2.9.11.

2.9.4. Price, duration and renewal

The price of the Subscription is expressed in euros inclusive of all taxes and is set out in the Fee Schedule and on the Platform. It differs according to the Billing Term taken out.

The monthly Billing Term is entered into for a term of one (1) month, and the annual Billing Term for a term of one (1) year.

The Subscription is tacitly renewed on each Renewal Date for a new Subscription Period of the same duration, until terminated under the conditions of article 2.9.9.

The price is payable in advance, on the day of subscription and then on each Renewal Date, for the forthcoming Subscription Period.

Changing Billing Term during the Subscription is not supported. A Client wishing to change Billing Term terminates their Subscription and then takes out the desired Billing Term at the end of the current Subscription Period.

2.9.5. Payment arrangements

The Subscription may be paid by bank card, by debit from the Payment Account, or through a Digital Payment Wallet.

By subscribing, the Client authorises BITSTACK and, where applicable, its payment service provider, to debit the amount of the Subscription from the selected payment method, on subscription and then on each Renewal Date, until termination. For payment by bank card, this authorisation constitutes a mandate for recurring payments initiated by the payee, compliant with the card network rules.

The Client may change their payment method at any time from the Application. Certain payments may require strong authentication with the institution holding the Client’s payment method. In the absence of authentication, the payment may fail; article 2.9.7 then applies.

2.9.6. Information prior to renewal

For the annual Billing Term, BITSTACK informs the Client on a Durable Medium, no later than thirty (30) days before the Renewal Date, of the renewal date, of the amount that will be debited, of their right not to renew the Subscription and of the arrangements for exercising it, in accordance with article L. 215-1 of the French Consumer Code.

For the monthly Billing Term, BITSTACK informs the Client of each renewal and of the amount debited on a Durable Medium.

2.9.7. Payment default, grace period and downgrade

In the event of a failed debit on a Renewal Date, whatever the cause, the Subscription remains active for a grace period of five (5) calendar days from the failure. One or more further debit attempts may be made during that period. The Client is informed of this on a Durable Medium.

The benefits of the Subscription are fully retained during the grace period. Transactions carried out during that period remain subject to the fee terms of the Subscription, including in the event of a subsequent downgrade. No retroactive adjustment is made.

The Client may regularise the situation at any time during the grace period. Effective payment ends the grace period and the Subscription continues without interruption.

Failing regularisation at the end of the grace period, the Subscription terminates automatically and the Account is downgraded to the Standard Plan under the conditions of article 2.9.10.

Failure to pay the Subscription gives rise to no debt owed by the Client in respect of the unpaid Subscription Period. No recovery proceedings are commenced and no unpaid period is invoiced. Failure to pay the Subscription does not, in itself, constitute grounds for suspension or closure of the Account within the meaning of articles 4.4 and 4.5.

2.9.8. Payment dispute

Where the Client disputes a Subscription payment with the institution holding their payment method, the Subscription terminates and the Account is downgraded to the Standard Plan, with no grace period.

The ability to take out the Subscription again may be suspended until the dispute is resolved. This article is without prejudice to the Client's rights under articles L. 133-18 et seq. of the French Monetary and Financial Code.

2.9.9. Termination of the Subscription

The Client may terminate their Subscription at any time, free of charge and without having to give reasons, directly from the Application, by means of a termination functionality that is easily and directly accessible, in accordance with article L. 215-1-1 of the French Consumer Code.

Termination takes effect at the end of the current Subscription Period. The Client retains the benefits of the Subscription until that date. No pro rata refund of the current Subscription Period is due, subject to applicable mandatory provisions and to article 7.

BITSTACK may terminate or suspend the Subscription on legitimate grounds, in particular in the event of a breach of these GTC, fraud, or a legal or regulatory obligation, subject to prior information to the Client on a Durable Medium, save in an emergency or where otherwise provided. In the event of termination at BITSTACK's initiative other than for a breach by the Client, the price of the current Subscription Period is refunded pro rata.

Termination of the Subscription does not entail closure of the Account. The Client retains access to the Services under the conditions of the Standard Plan. Conversely, closure of the Account automatically entails termination of the Subscription, under the conditions of article 4.5.

2.9.10. Consequences of the end of the Subscription

The downgrade to the Standard Plan takes effect at the end of the paid Subscription Period or, in the cases provided for in articles 2.9.7 and 2.9.8, on the date stated therein. Its effects are as follows:

Benefit	Effect of the return to the Standard Plan
Purchase and sale commissions	Application of the Standard Plan scale to transactions after the effective date.
Stackback	Application of the Standard Plan rate from the next eligible transaction onwards, with the cap mechanism unchanged.
Cap for exemption from foreign exchange fees	Return to the Standard Plan cap. If usage in the current calendar month already exceeds that cap, the foreign exchange fees provided for in the Fee Schedule apply to the transactions concerned until the end of the calendar month.
Card already issued	Retained. Only the fees for a subsequent Card or its replacement revert to the Standard Plan rate. In the event of withdrawal, any exemption applied lapses under the conditions of article 7.3.

Benefit	Effect of the return to the Standard Plan
Limit orders	Outstanding orders are cancelled on the effective date. They are not reinstated in the event of a subsequent subscription and must be recreated.
Savings goals	Existing Goals are retained. No new Goal may be created for as long as their number exceeds the Standard Plan limit.

No transaction carried out before the downgrade takes effect is subject to a retroactive pricing adjustment.

In the event of a subsequent subscription to the Subscription, the suspended benefits are automatically reinstated, with the exception of cancelled limit orders.

2.9.11. Changes to the benefits and price of the Subscription

BITSTACK may change the benefits, functionalities, limits and price of the Subscription under the conditions of article 1.1.1.

Any price increase, as well as any removal or substantial reduction of a benefit, is notified to the Client on a Durable Medium before it takes effect, which occurs no earlier than the Renewal Date following that notification. The Client may terminate their Subscription free of charge before that effective date, in accordance with article 2.9.9. Failing this, the new conditions apply from the relevant renewal.

Improvements, the addition of new benefits and amendments having no unfavourable impact on the Client may be made without notice.

2.9.12. Confirmation on a Durable Medium

Within a reasonable period after subscription, BITSTACK sends the Client, on a Durable Medium, a confirmation of the contract including the summary referred to in article 2.9.2, confirmation of the express request for immediate performance, the link to the version of the GTC and of the Fee Schedule accepted, the termination arrangements and the payment receipt, in accordance with article L. 221-13 of the French Consumer Code.

3. Navigating the Platform

The website bitstack-app.com is freely accessible to any person without any obligation to create an account.

On this website, BITSTACK makes available to visitors all relevant information relating to the understanding, subscription, operation and use of the Services offered.

However, access to the Platform requires the creation of an Account (see article 4 of the GTC).

All information, particulars, descriptions, statistics and data, including performance indicators, are provided to Platform Clients for information purposes only. Nothing on the Platform may be construed as a recommendation and/or an inducement to take any action whatsoever.

4. Creation of a Client Account

4.1. Creation of and access to the Account

The Account holder, whether a legal entity or a natural person, expressly declares that they have the capacity and/or have obtained the authorisations required to use the Services provided by BITSTACK, and indemnifies BITSTACK against any liability it may incur as a result of a false declaration.

They declare that they are acting in their own name and undertake to use the Platform and the Services in good faith, for lawful purposes and in compliance with these GTC.

They accordingly undertake not to make any unlawful, fraudulent, malicious or bad-faith use of the Platform and the Services, in particular where this adversely affects their use by other Clients.

In carrying out its activities, and in particular the provision of crypto-asset services to its Clients, BITSTACK is subject to the obligation to comply with the criminal and regulatory provisions relating to AML/CFT.

The Client is aware that the opening of an Account is conditional upon the submission and validation of the identification documents and financial information required under AML/CFT requirements, possibly through a BITSTACK partner. In any event, the Client is informed that Clients who are US nationals or US residents will not be able to open an Account, in accordance with BITSTACK's legal and regulatory obligations.

The Client undertakes to provide accurate and precise information. BITSTACK may not be held liable for the consequences of the Client's incorrect communication of such information, in particular if it is erroneous.

In the absence of a response to these requests, in the event of suspected fraud or of a breach of the applicable AML/CFT rules, BITSTACK may, without notice and at its sole discretion:

- place daily or monthly limits on transactions carried out through the Service. These limits are necessary in order to limit the potential consequences of compromised credentials or fraud; these limits may be amended following the submission of the required identification documents;

- restrict access to the Account;
- permanently suspend access to the Services by closing the Account.

The Client is solely responsible for the secure safekeeping of their password. They must under no circumstances disclose it, as it is strictly personal and confidential. Accordingly, the Client is solely responsible for the decisions taken on the Account and BITSTACK may not be held liable for the loss or theft of the Client's credentials or for the resulting consequences.

4.2. Services associated with the Account

Accounts are accessible on the Platform 7 days a week and 24 hours a day, except in the event of maintenance or updates.

Where the Client subscribes to Services offered by BITSTACK, the Account gives access to a Personal Area allowing, as applicable:

- the administration of the Services;
- the monitoring of the Crypto-Asset price and of the value of the Wallet;
- indicative visibility of the operating status and statistics of the Services.

Clients are entirely responsible for all consequences relating to the use of their Account and are deemed, unless they prove otherwise, to be the authors of any instruction given and of any transaction carried out, and more generally of any change affecting the Account.

4.3. Updating Account information

The Client undertakes to keep the information provided when opening their Account accurate, complete and up to date, and to inform BITSTACK as soon as possible of any change affecting it, in particular their identity, capacity, home address, telephone number, email address, bank details or professional, asset or financial situation.

In accordance with its regulatory obligations, in particular as regards know-your-customer and ongoing due diligence, BITSTACK may at any time contact the Client in order to update the information held on the business relationship or to renew an expired document (in particular an identity document); the Client undertakes to respond to any update request within the time stated.

Failure to update, failure to respond to BITSTACK's requests or the provision of inaccurate, incomplete or out-of-date information may result in the limitation, suspension or, where applicable, closure of the Account under the conditions set out herein; BITSTACK may not be held liable for the consequences of information not kept up to date by the Client.

4.4. Suspension of the Account

BITSTACK may suspend or restrict, temporarily and proportionately, all or part of the access to the Account, to the Services or to certain functionalities, in the cases listed below. The measure adopted is proportionate to the nature and seriousness of the situation.

BITSTACK may suspend or restrict the Account without notice where the situation so requires, in particular in the event of:

- suspected fraud, identity theft or unauthorised use of the Account, or at the Client's request following the loss, theft or compromise of their credentials;
- a breach by the Client of their AML/CFT obligations, or where it is necessary for BITSTACK to carry out checks in that respect;
- a legal or regulatory obligation, court decision, injunction or request from a competent authority;
- a threat to the security or integrity of the systems of BITSTACK or of third parties;
- infringement of BITSTACK's intellectual property rights or misuse of the Services for purposes unrelated to their object;
- the opening of bankruptcy, liquidation, dissolution or any equivalent proceedings against the Client;
- the holding of several Accounts by the same Client;
- the rejection of a direct debit (SEPA Direct Debit) for insufficient funds, other than the debit of the Subscription price;
- failure to update Account information or failure to respond to update requests (article 4.3);
- any other breach of these GTC.

By way of exception, failure to pay the Subscription price does not entail suspension or restriction of the Account. It produces only the consequences provided for in article 2.9.7.

Where possible and where not contrary to a legal or regulatory obligation, in particular in AML/CFT matters, BITSTACK informs the Client of the suspension and, where applicable, of its grounds.

During the period in which the Account is blocked, the Client remains liable for all fees payable by them and will not be able to access their Crypto-Assets, where applicable.

The suspension of the Account may not give rise to any loss or damage to the detriment of the Client.

Reactivation of the Account may be made conditional upon the Client providing additional documents which may be requested from them. In that regard, BITSTACK reserves the right to apply penalties or to charge the costs incurred for the reactivation of the Account.

Any suspension or restriction of the Payment Account automatically entails the suspension or restriction of the use of the associated Card(s), without the Client being entitled to any compensation.

4.5. Closure of the Account

The Account may be closed at the initiative of the Client (article 4.5.1) or of BITSTACK (article 4.5.2). Before any closure, the Crypto-Asset balance of the Wallet must be cleared, either by withdrawal to an external wallet (article 2.5.2) or by sale for euros (article 2.1), with the proceeds of the sale, net of applicable fees (Fee Schedule), being credited to the

Client's Payment Account or, failing that, transferred to a bank account (IBAN) located in the EU and/or EEA provided by the Client.

Closure of the Account, on whoever's initiative, automatically entails termination of any Subscription then in force, on the effective date of the closure. No pro rata refund of the current Subscription Period is due, subject to article 2.9.9 and to applicable mandatory provisions.

Please note that, in accordance with its regulatory obligations arising in particular from article L. 561-12 of the French Monetary and Financial Code, BITSTACK will retain all Account data relating to the business relationship for a period of five (5) years from the end of the business relationship (corresponding to the closure of the Account). Deletion of the Bitstack Account does not automatically entail the closure of the Payment Account opened with Xpollens, whose closure is governed by the Xpollens Terms of Use; conversely, closure of the Payment Account automatically entails the invalidation and deactivation of the associated Cards. Closure of the Account gives rise to no compensation.

4.5.1. At the Client's initiative

The Client may, at any time, request the closure of their Account through the termination functionality made available to them directly from their Personal Area in the Application, by email to the address set out in the Legal Notice or through the Platform's contact tool ("chat"), subject to the obligations specific to certain Services subscribed to. BITSTACK processes the request as soon as possible.

Before closure, the Client clears their Wallet by selling their Crypto-Assets (article 2.1) or by withdrawing them to an external wallet (article 2.5.2). Where the Client does not do so themselves within the period allowed to them for that purpose, or where they expressly request it, BITSTACK is authorised to sell the remaining Crypto-Assets, in accordance with its Best Execution Policy, and to credit the net proceeds to the Client's Payment Account or, failing that, to the last known IBAN.

The Client remains liable for the sums due until effective closure, in particular the subscription instalments running until the end of the subscribed period.

Where the remaining quantity of Crypto-Assets is below the minimum sale, conversion or withdrawal threshold stated on the Platform, or where its euro equivalent is lower than the fees applicable to the transaction, that residual balance can be neither sold nor transferred; the Client acknowledges that, in the absence of a technical solution allowing its return, that residual balance may not give rise to any payment.

4.5.2. At BITSTACK's initiative

BITSTACK may close the Account in the event of a breach by the Client of these GTC, fraud, a legal or regulatory obligation or a decision of a competent authority.

Where the balance is positive, BITSTACK invites the Client to clear their Wallet (sale or withdrawal) before closure. Where the situation requires immediate closure, BITSTACK is authorised to sell the remaining Crypto-Assets in accordance with its Best Execution Policy and to credit the net proceeds to the Client's Payment Account or, failing that, to the last known IBAN.

Where the remaining quantity of Crypto-Assets is below the minimum sale, conversion or withdrawal threshold stated on the Platform, or where its euro equivalent is lower than the fees applicable to the transaction, that residual balance can be neither sold nor transferred; the Client acknowledges that, in the absence of a technical solution allowing its return, that residual balance may not give rise to any payment.

Unless BITSTACK expressly agrees otherwise, a Client whose Account has been closed by BITSTACK for a breach is not authorised to open a new Account; any Account opened in breach of this prohibition may be closed without notice.

5. Pricing

5.1. Principles

The fee terms applicable to the Services are set out in the Fee Schedule in force, available on the Platform at www.bitstack-app.com/documents/politique-tarifaire. They differ according to the Plan taken out by the Client.

On the Platform and in the Fee Schedule, prices and fees are expressed in euros inclusive of all taxes. The Client is deemed to have consulted the fees applicable to each Service before carrying out a transaction there. The amount of the fees applicable to a transaction is brought to the Client's attention before its validation.

5.2. Crypto-Asset purchase and sale commissions — Standard Plan

Crypto-Asset purchase and sale transactions carried out under the Standard Plan give rise to a commission, deducted in euros from the amount of the transaction, calculated according to a volume-tier scale. The applicable tier is determined by the cumulative volume of purchase and sale transactions carried out by the Client during the rolling thirty (30) days preceding the transaction.

The scale, the tiers and the rates are set out in the Fee Schedule. No minimum commission amount is applied.

5.3. Crypto-Asset purchase and sale commissions — Bitstack Plus

Crypto-Asset purchase and sale transactions carried out under the Subscription give rise to a single-rate commission, independent of the Client's transaction volume and with no minimum amount, without prejudice to the Card Surcharge referred to in article 5.4. The rate is set out in the Fee Schedule.

5.4. Surcharge applicable to transactions funded by bank card

Crypto-Asset purchase transactions funded directly by bank card give rise to a surcharge in addition to the commissions referred to in articles 5.2 and 5.3, the rate of which is set out in the Fee Schedule (as at the date hereof, 0.70% of the transaction amount). The Card Surcharge remunerates the processing of the card payment; it attaches to the payment method used and applies irrespective of the Plan taken out.

The Card Surcharge applies to all purchase transactions funded by bank card, whatever the Plan taken out and whatever the journey used : one-off purchase, recurring purchase, smart recurring purchase and round-up mechanism.

The Card Surcharge does not apply to purchase transactions funded from the Payment Account, nor to sale transactions, whatever the Plan taken out.

No cumulation. The Card Surcharge and the Payment Account bank card top-up fees referred to in article 5.6 are not cumulative. A Client who funds their Payment Account by bank card and then makes a purchase from that Account bears only the top-up fees, whatever the Plan taken out.

5.5. Bitstack Plus Subscription

The price of the Subscription is set out in the Fee Schedule. Its billing, payment, renewal and termination arrangements are governed by article 2.9.

5.6. Fees relating to the Payment Account and the Card

Use of the Payment Account and, where applicable, of the Card may give rise to fees, in accordance with the Bitstack and/or Xpollens Fee Schedule in force, available on the Platform.

As regards card top-up fees on Payment Accounts, where a Client tops up their Payment Account by bank card ("Top-Up"), a fee of 0.70% of the total transaction amount is applied. This fee covers all costs relating to the processing of the transaction, including the fees charged by payment service providers, and is deducted directly at the time of the top-up. No fee is applied to top-ups made by bank transfer or in respect of the simplified payment initiation service referred to in article 2.7.

The fees applied when ordering a physical Card correspond exclusively to the manufacturing, personalisation and delivery costs of the Card. Their amount is stated to the Client before validation of their order and in the Fee Schedule, and differs according to the Plan taken out. They constitute neither a deposit, nor a membership fee, nor a subscription.

Cash withdrawals and transactions denominated in a currency other than the euro beyond the monthly exemption cap applicable to the Plan taken out give rise to foreign exchange fees set out in the Fee Schedule.

Bitstack may charge fees relating to the processing of administrative operations imposed by public authorities, such as third-party administrative garnishment orders (*saisies administratives à tiers détenteur*, SATD), in accordance with the Fee Schedule.

5.7. Other fees

Crypto-Asset transfer fees as well as the custody fees applicable to inactive Wallets referred to in article 2.3 are set out in the Fee Schedule.

Furthermore, in connection with a subscription to the Services, brokerage and network fees may apply to the transactions carried out, which the Client undertakes to pay in Crypto-Assets. The Client is deemed to have consulted the list of fees applicable to each Service before carrying out a transaction there. Blockchain transaction fees are borne by the Client and are stated on the periodic statements.

The price of Crypto-Assets displayed on the Platform includes a spread against the market reference price, under the conditions described in the Fee Schedule.

5.8. Amendment of the fee terms

Fees, rates, commissions and the price of the Subscription may change under the conditions of article 1.1.1. Any amendment unfavourable to the Client is notified on a Durable Medium before its effective date, which is expressly stated. The Client is then free to terminate their Subscription in accordance with article 2.9.9 and to close their Account in accordance with article 4.5, free of charge.

5.9. Manifest pricing error and taxation

The price of the Crypto-Asset is also expressed in euros on the Platform, in real time. In the event of a manifest error in the display of the Crypto-Asset price, BITSTACK may not be bound by the price stated in error. The Company may:

- offer the Client to acquire the Crypto-Assets at the price corresponding to their actual value; or
- cancel the sale by (i) refunding the Client the price paid and (ii) refusing to transmit, or debiting, the Crypto-Assets purchased at the price displayed in error.

In the event that taxes are applicable to the sale of Crypto-Assets, those taxes will be borne by the Client. The Client concerned undertakes to make their tax returns and to pay any tax due directly to the tax authorities.

6. Promotional offers

A Client holding an Account may benefit from rewards under the programmes implemented by BITSTACK. For each of these programmes, all relevant sections of these General Terms and Conditions apply, including the definitions, the warranties and the limitations of liability.

6.1. Referral programme

The terms of the referral programme, in particular the eligibility conditions, the reward structure, the applicable restrictions and the limits of the programme, are set out in the **Annex – Referral Programme Terms**, which forms an integral part of these General Terms and Conditions.

BITSTACK offers its Services and its referral programme in several countries. The terms of the referral programme are therefore liable to vary from one market to another, in particular as regards the eligibility conditions, the reward structure and the applicable restrictions. Where the referring Client and the referred person do not reside in the same country, the applicable terms are determined as follows: - the registration and eligibility conditions of the person initiating the referral are those of the Annex – Referral Programme Terms in force in their country of residence at the time of their registration; - the reward granted to the referring Client remains governed by the Annex in force in their own country of residence.

6.2. Goals programme

Under the "Goals" programme, BITSTACK may define certain goals giving rise to rewards where they are achieved by the Client. Each Goal is subject to specific conditions and carries a reward whose value is stated in the mobile application. BITSTACK may decide to discontinue a Goal at any time, but will endeavour to inform the Client in advance. No reward will be granted for a Goal not completed as at the date of discontinuation. The number of Goals that may be pursued simultaneously by a Client depends on the Plan taken out, under the conditions of article 2.9.3.

6.3. Common provisions

The rewards constitute a commercial benefit of a promotional nature. They constitute neither a payment service, nor a financial instrument, nor a guaranteed income. BITSTACK reserves the right to amend, suspend or discontinue any rewards programme at any time. The Client is solely responsible for their tax and reporting obligations resulting from the granting of these rewards.

7. Right of withdrawal

7.1. Waiver of the right of withdrawal for digital Services and content

Any Client who is a natural person acting for purposes which do not fall within the scope of their commercial, industrial, craft or agricultural activity will be identified as a "consumer" within the meaning of the introductory article of the French Consumer Code.

The right of withdrawal may not be exercised, in particular, in connection with the supply of digital content not supplied on a tangible medium, the performance of which has begun at the consumer's prior express request, subject to their express prior waiver of the right of withdrawal. Consequently, by accepting these GTC, the Client expressly consents to the supply of digital content without a tangible medium before the expiry of the withdrawal period and declares that they expressly waive their right of withdrawal.

In addition, the right of withdrawal may not be exercised in respect of "the supply of goods or services whose price depends on fluctuations in the financial market beyond the trader's control and liable to occur during the withdrawal period" (article L. 221-28, 2° of the French Consumer Code). Accordingly, where the Services provided to the Client fall within the scope of this exemption from the right of withdrawal, the Client is expressly informed that they will not be able to exercise their right of withdrawal.

The provisions of this article 7.1 do not apply to the Bitstack Plus Subscription, whose withdrawal regime is defined exclusively in article 7.3.

7.2. Exercise of the right of withdrawal for the order of a physical Card

The fees charged when ordering a physical Card correspond exclusively to its manufacturing, personalisation and delivery. Where the Client expressly requests that these services begin as soon as their order is validated, the manufacturing and personalisation fees remain due as soon as the Card is put into production, and the delivery fees as soon as its dispatch has been commenced, including where the Client subsequently exercises their right of withdrawal.

7.3. Provisions specific to the Bitstack Plus Subscription

A consumer Client has a period of fourteen (14) days to exercise their right of withdrawal from the initial subscription to the Subscription, in accordance with article L. 221-18 of the French Consumer Code. That period is not reopened on the occasion of successive renewals of the Subscription.

By subscribing to the Subscription, the Client expressly requests that its performance begin immediately, before the expiry of the withdrawal period.

Although article L. 221-25 of the French Consumer Code allows it to receive an amount proportionate to the service provided up to the communication of the withdrawal decision, BITSTACK waives this. The Client obtains a full refund of the price paid in respect of the current Subscription Period, subject to the provisions below.

Where, between subscription and the exercise of their right of withdrawal, the Client has ordered a physical Card benefiting, under their Plan, from a total or partial exemption from Card fees, that exemption lapses and the corresponding fees become due again under the conditions of article 7.2. The amount refunded is then equal to the price paid in respect of the current Subscription Period, less the amount of the fees from which the Client was exempted. That amount may not be negative; no additional sum is due by the Client in that respect.

The amount of the Card fees and the extent of the exemption attached to each Plan are those set out in the Fee Schedule as at the date the Card was ordered.

The preceding paragraph does not apply where the Card had not been put into production as at the date on which the right of withdrawal is exercised, nor where the Client withdraws from their Card order at the same time, in which case only article 7.2 governs the treatment of the Card fees.

The exercise of the right of withdrawal entails termination of the Subscription and a return to the Standard Plan under the conditions of article 2.9.9. The refund is made within fourteen (14) days of receipt of the withdrawal decision.

8. Clients' liability

In addition, the Client initiating the transaction warrants to BITSTACK:

- that they will not, through the use of the Services, contravene applicable laws and regulations or any judgment, arbitral award or governmental restriction to which the Client is subject, or any contract to which they are a party;
- that they are the sole legitimate holder of the Account they use to carry out the transaction and that no third party has any right, title or interest in that Account;
- that they will cooperate with the Company in order to provide it, as soon as possible, with all usefully requested information;
- that they alone assume responsibility for all administrative, social security and tax formalities as well as for the payment of contributions, levies and taxes of any nature for which they are liable as a result of the use of the Services;
- that they are the legitimate owner of any Crypto-Asset they transfer to BITSTACK, and that none of those Crypto-Assets is encumbered by any security interest, lien, pledge or claim (existing or potential) or any other similar right;
- that they will indemnify BITSTACK against any complaint, recourse, action, claim and/or demand, including by a third party, arising from (i) the Client's breach of these GTC including any fraudulent or bad-faith use of the Services or (ii) any breach by the Client exceeding the foreseeable risk.

The Client also agrees to indemnify, defend and hold BITSTACK harmless from any liability, loss, damage, cost, damages, claim and/or expense, including but not limited to reasonable legal fees, which BITSTACK may incur, suffer or have to bear as a result of a breach of the undertakings above.

The Client is responsible for any use of the Card carried out before it is effectively blocked, in particular in the event of loss, theft or unauthorised use resulting from their negligence, in accordance with the applicable Xpollens Terms of Use.

Acceptance of the Card by a merchant is the merchant's sole responsibility. Bitstack does not guarantee the systematic acceptance of the Card by all merchants or payment terminals.

The Client acknowledges that certain transactions carried out using the Card may give rise to prior payment authorisations or to subsequent adjustments of the amount debited, in particular in the context of deferred or offline payments or payments involving a pre-authorisation (hotels, rentals, tolls, fuel, etc.).

Any dispute relating to a payment transaction carried out using the Card must be raised by the Client within the time limits and in accordance with the arrangements set out in the applicable Xpollens Terms of Use.

Bitstack plays no part in the refund or chargeback procedure, which falls exclusively within the scope of responsibility of Xpollens and the payment networks.

The Client is solely responsible for all tax and reporting obligations relating to the granting and use of Stackback, in accordance with the applicable regulations.

Bitstack disclaims all liability in the event of an error or omission by the Client concerning the transactions carried out. No refund or cancellation request will be accepted after the bitcoin transaction has been confirmed and the bitcoins transferred from the Client's Wallet.

Any attempt to cancel a bank transfer after the funds have been converted into bitcoin and transferred from the Wallet will be considered a breach of these GTC. The Client agrees not to dispute or request the cancellation of such transfers once the cryptocurrency transaction has been completed.

Unless they prove otherwise, the Client acknowledges that the computer data recorded by BITSTACK or by third parties constitutes evidence of all transactions initiated or requested by the Client and by BITSTACK through the Platform.

9. BITSTACK's liability

BITSTACK undertakes to implement all necessary means to ensure the best possible provision of the Services to its Clients. However, BITSTACK may be held only to a duty of best efforts.

The Services are provided "as is", to the exclusion of any warranty whatsoever. BITSTACK disclaims all liability and obligation to indemnify any person whatsoever for any loss or damage caused by a Client or a third party.

Use of the Platform is exclusively at the Client's risk. BITSTACK endeavours to provide the Client with access to the Platform, to their Account, and to the available and verified information, content and hyperlinks. Nevertheless, this access is provided free of charge to Clients, who may not hold BITSTACK liable for its unavailability alone.

In the event of a failure of the Services, BITSTACK will be liable only for direct and reasonably foreseeable damage, unless otherwise provided by a legal or regulatory provision. Consequently, the Company may not be held liable for any non-performance, partial performance or delay in the performance of its obligations in connection with the damage or loss suffered directly or indirectly by the Client resulting from factors beyond its reasonable control.

In particular, BITSTACK's liability will be excluded in the event of loss or damage relating to:

- the risks inherent in the blockchain network and protocol, which may in particular result in an absence of profitability; in particular, BITSTACK may not be held liable for the occurrence of a fork on the blockchain on which the Crypto-Assets are issued which would invalidate certain past transactions, nor for price volatility or transaction fees; a financial loss, any commercial disruption whatsoever or loss of profit;

- any commercial disruption whatsoever or loss of profit;
- a bug, computer virus, accidental or intentional, unforeseeable and insurmountable malfunction of the software implemented, or any other technological risk, provided that Bitstack has complied with all of its IT security obligations and has carried out regular audits, in accordance with the applicable regulations;
- a delivery delay due to a cause beyond BITSTACK's control;
- the carrying out of preventive, corrective or upgrade maintenance; BITSTACK does not guarantee continuous and uninterrupted access to the Services, in particular for reasons of maintenance and upgrades which may be necessary in the event of a security incident. Where applicable, BITSTACK will use its best efforts to notify the Client before carrying out a maintenance operation where this is possible;
- any price display error by BITSTACK or a third-party service, provided that it is not an intentional error by BITSTACK;
- the administrative, tax and social security formalities in force and mandatory in the Client's country;
- a partial or total failure of the Client's equipment;
- a failure by the Client to keep their Account login information safe or confidential;
- the Client's use and allocation of the sums paid in connection with the use of the Services, and BITSTACK's liability may under no circumstances be engaged as a result of misappropriation of funds or misuse of corporate assets committed by the Client;
- fraud, intervention or omission by the Client, as well as damage aggravated for those reasons;
- the communication of incomplete or erroneous information by the Client;
- the unavailability or the failure of the Client to cooperate reasonably with the restoration efforts undertaken by BITSTACK;
- Bitstack may not be held liable for the consequences resulting from the use of the Card, in particular in the event of a refusal of payment, temporary unavailability of the payment networks, a technical incident attributable to a third party, or fraudulent use of the Card, where such events fall within the scope of responsibility of Xpollens, the payment networks or third-party providers;
- Bitstack may not be held liable for any loss, unavailability or failure to grant Stackback resulting in particular from:
  - a technical incident;
  - an amendment to the programme;
  - an ineligible transaction;
  - a cancellation or a refund;
  - a compliance or security decision;

- the failure to execute, the partial execution or the cancellation of a limit order under the conditions set out in article 2.1.2.

In any event, BITSTACK's liability is limited, for each Client, to the value (in euros) of the Crypto-Assets held by the Client in their Account as at the date of occurrence of the event giving rise to liability, unless otherwise provided by a mandatory legal provision.

10. Force majeure

Any event, beyond the control of the Parties, which cannot reasonably be foreseen or overcome, will be considered an event of force majeure. Accordingly, BITSTACK may not be held liable for delays in or failures to perform its contractual obligations resulting from the occurrence of events beyond its control, such as in particular: acts of government, adverse weather conditions, the absence or suspension of the electricity supply, lightning or fire, a decision of a competent administrative authority, war, civil unrest, acts or omissions on the part of other telecommunications operators, a pandemic or other events beyond BITSTACK's reasonable control.

All circumstances of this nature arising after the conclusion of the contract and preventing the performance of the Services under normal conditions are considered grounds for exoneration from all or part of the Parties' obligations.

Consequently, the Company may not be held liable for the resulting interruptions or for the impossibility of remedying them.

11. Termination

In the event of an amendment to the applicable law or regulation and to the interpretation given to it by the competent regulatory authority, affecting the ability of BITSTACK or its employees to perform the Services subscribed to by the Client, these GTC will be automatically terminated.

These GTC will cease to apply from the deletion of the Client's Account.

Termination of these GTC may, in any event, result from BITSTACK's initiative alone in the event of a breach of any of the provisions of these GTC.

Either Party may terminate these GTC for breach if the other Party materially breaches the GTC and fails to remedy that breach within thirty (30) days of receipt of written notice. In that case, the Client must contact BITSTACK at the following email address: hello@bitstack-app.com. Failing this, their request may not be considered valid by BITSTACK.

In addition, if BITSTACK ceases its activities or is subject to insolvency proceedings and those proceedings are not closed within ninety (90) days, BITSTACK may discontinue its Services.

12. Consequences of the termination of these GTC

As at the date of termination, all of the Client's rights under these GTC will be immediately terminated and the Client will remain liable for the service fees up to the termination date stated by BITSTACK.

In addition, the end of the contractual relationship between BITSTACK and the Client under these GTC is liable to entail the following consequences, from the effective date of termination:

- the suspension of access to the Services and the closure of their Account. However, the Account may be kept open for a period of twelve (12) months in order to cover any subsequent disputes and claims. Transactions initiated before the effective date of termination will not be affected by the termination request and must be executed in accordance with the terms of the GTC;
- the automatic termination of any Subscription then in force, without any pro rata refund of the current Subscription Period, subject to article 2.9.9;
- the transfer of the crypto-assets held in the Client's Wallet to an external wallet, in accordance with the Client's instructions and with paragraph 2.5.2 of the GTC.

13. Intellectual property

All intellectual property rights in the Platform, excluding content generated by Clients, are the property of BITSTACK. They are made available free of charge exclusively in connection with the use of the Service. Consequently, any use of this content without BITSTACK's prior authorisation is unlawful.

BITSTACK is the producer of the Platform's database. Any unauthorised extraction, reproduction, representation or reuse is strictly prohibited and may give rise to legal proceedings.

14. Support

If technical assistance or commercial support is required, the Client may at any time create a ticket at the following address: hello@bitstack-app.com.

15. No waiver

The fact that BITSTACK does not, at a given time, require the other party to perform any of its obligations under these GTC does not affect BITSTACK's right to require their performance thereafter.

The invalidity of a clause does not affect the validity of, and the obligation to comply with, the other clauses.

16. Personal data

The Client's use of the Platform entails the collection and processing of personal data by BITSTACK.

In that respect, the Client is invited to read BITSTACK's Privacy Policy: https://www.bitstack-app.com/privacy-policy/politique-de-confidentitalite.

Furthermore, in accordance with article L. 223-1 of the French Consumer Code, the Client is informed that if they do not wish to be the subject of commercial canvassing by telephone, they may register free of charge on the Bloctel telephone canvassing opt-out list through the official website provided for that purpose:

https://www.bloctel.gouv.fr/accueil

In connection with the Payment Services relating to the Payment Account, Bitstack acts as agent of Xpollens, an authorised electronic money institution. In that respect, Xpollens is the controller of the personal data necessary for the management of the Payment Account and for the associated payment transactions.

Bitstack acts as processor for Xpollens for the performance of the operations relating to the provision of those Services, in accordance with article 28 of Regulation (EU) 2016/679 (GDPR). The personal data collected by Bitstack in connection with the other Services (excluding the Payment Account) is processed by Bitstack as controller, in accordance with its Privacy Policy.

Where the Client adds a card to a Digital Payment Wallet, certain personal data and transaction data may be processed by the Digital Payment Wallet provider in accordance with its own privacy policy. BITSTACK exercises no control over such processing carried out by third parties.

17. Governing law and jurisdiction

17.1. Governing law

These GTC must be read and applied in accordance with French law, without prejudice to the mandatory consumer protection provisions applicable in the Client's country of habitual residence.

17.2. Amicable resolution

Any complaint relating to the crypto-asset services provided by BITSTACK may be sent to customer service, in French or in any other language in which BITSTACK markets its services:

- through the online form available on bitstack-app.com;
- or by email to support@bitstack-app.com, stating "Customer complaint" in the subject line.

The Client states that the matter is a complaint, sets out the facts and attaches any relevant document.

BITSTACK acknowledges receipt of the complaint no later than ten (10) business days after its receipt, stating the department in charge of the file and the expected processing time. A response is provided as soon as possible and, at the latest, within two (2) months of receipt of the complaint. Where the complexity of the file so warrants, the Client is informed, in the acknowledgement of receipt or by separate letter, of the additional time required and of the date on which a final response will be sent to them.

Failing a response within that period or in the event of disagreement, a consumer Client may, within one (1) year of their written complaint, refer the matter free of charge to the Ombudsman of the French Financial Markets Authority (AMF):

- as a priority, through the form available on amf-france.org (section “Le médiateur”);
- or by post: Médiateur de l’AMF, Autorité des marchés financiers, 17 place de la Bourse, 75082 Paris Cedex 02.

Recourse to mediation is optional and free of charge; the Client remains free to accept or refuse the proposed solution and to refer the matter to the competent courts at any time. The complete arrangements applicable to crypto-asset services and payment services are set out in BITSTACK’s Complaints Policy, available on bitstack-app.com.

17.3. Jurisdiction

Failing an amicable agreement:

- for professional Clients, any dispute arising from these GTC will be settled by the courts within the jurisdiction of the Paris Court of Appeal;
- for Clients who are consumers, the dispute will be settled by the competent court under the ordinary rules of law.

Annexes

The following documents are annexed to these General Terms and Conditions and remain unchanged as compared with version 5.8:

- Annex — Referral Programme Terms.