

bitpandacustody

Terms and Conditions

Bitpanda Custody

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Introduction

These are the terms which apply to the use of and supply of services as described in these terms (the “Service”), by Bitpanda Custody Ltd (“we”, “us” and “our”). We are a limited company, registered in England. Our registered company number is 11625148, and our registered office is at 21 Holborn Viaduct, London, United Kingdom, EC1A 2DY.

“User”, “you” and “your” refer to any person operating or intending to use the Services. We may provide Services to you via our website, APIs, our mobile app, via third parties, or through any other interface or portal as we may determine from time to time (all together, the “Interface”).

Your purchase of any of the Services is subject to these terms and by subscribing to any Service you agree to be bound by the relevant terms below. You should print a copy of these terms for future reference and a copy of these terms is also available to download [here](#).

IMPORTANT INFORMATION

IT IS IMPORTANT YOU READ THESE TERMS CAREFULLY BEFORE ACCEPTING THEM OR MAKING USE OF ANY OF OUR SERVICES.

BY DOWNLOADING, ACCESSING AND/OR USING THE INTERFACE, YOU CONFIRM THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND ACKNOWLEDGE THAT THEY CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN US AND YOU.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE INTERFACE, AND YOU SHOULD NOT PROCEED FURTHER.

BY ENTERING INTO THIS AGREEMENT OR OTHERWISE USING SERVICES PROVIDED BY US, YOU CONFIRM THAT YOU ARE LEGALLY PERMITTED UNDER ALL APPLICABLE LAWS AND REQUIREMENTS AT ALL TIMES TO RECEIVE AND MAKE USE OF THESE SERVICES, AND AT ALL TIMES THERE IS NO OTHER REASON TO PREVENT YOU FROM ENTERING INTO THIS AGREEMENT.

BEFORE USING OUR SERVICES, YOU MUST ENSURE THAT YOU UNDERSTAND THE INHERENT RISKS ASSOCIATED WITH CRYPTOGRAPHIC SYSTEMS AND THEIR USAGE AND HAVE AN UNDERSTANDING OF PUBLIC/PRIVATE KEY CRYPTOGRAPHY, NATIVE CRYPTOGRAPHIC TOKENS SUCH AS ETHER (“ETH”) AND BITCOIN (“BTC”), BLOCKCHAIN-BASED SOFTWARE SYSTEMS, AS WELL AS CRYPTOCURRENCIES AND DIGITAL ASSETS GENERALLY.

YOU SHOULD ONLY USE THESE SERVICES IF YOU CAN AFFORD TO LOSE ALL OF YOUR INVESTMENT AS INVESTING IN CRYPTOCURRENCIES AND DIGITAL ASSETS INVOLVES A HIGH DEGREE OF RISK. THE FACT THAT WE PROVIDE SERVICES IN RELATION TO A PARTICULAR DIGITAL ASSET IN NO WAY INDICATES OUR ENDORSEMENT OF THAT DIGITAL ASSET. OUR SERVICES ARE PROVIDED WITHOUT ANY ASSESSMENT OF THEIR SUITABILITY FOR YOU. YOU MUST THEREFORE ONLY USE OUR SERVICES WHERE YOU HAVE INDEPENDENTLY (OR WITH THE ASSISTANCE OF AN

INDEPENDENT ADVISOR) DETERMINED THAT OUR SERVICES ARE SUITABLE FOR YOUR REQUIREMENTS.

IF YOU ARE UNCLEAR REGARDING ANY ASPECTS OF THESE TERMS, YOU SHOULD CONTACT US BEFORE USING OUR SERVICES.

YOU MUST REVIEW THE INFORMATION WE MAKE AVAILABLE IN RELATION TO OUR SERVICES AND THESE TERMS.

THE FINANCIAL OMBUDSMAN SERVICE OR THE FINANCIAL SERVICES COMPENSATION SCHEME DO NOT APPLY TO THE CRYPTOASSET ACTIVITIES CARRIED ON BY US.

1. Our Services

The acquisition, transfer or sale of Digital Assets requires participants to use a pair of keys: a public key, which may be disseminated widely and is used by the market to identify the buyer / seller of a Digital Asset on a pseudo-anonymous basis, and a private key, which is known only to the owner, and is used to actually make instructions to buy or sell Digital Assets. As such, effective security of Digital Assets requires keeping your private key protected. We, through our proprietary technology, assist users, such as you, with the secure custody of your private key(s). When you use our Services, we will create a TrustVault wallet account on your behalf (an “Account”), and we will create a new private key (and corresponding public address) on the blockchain. We will hold your private key(s) on trust for you to use in connection with your TrustVault wallet account, keeping it secure using our proprietary technology. When you open an account with us you will be able to instruct us, via the Interface, to conduct transactions by using your securely stored private key(s). As we hold the private key(s) on your behalf, please note that you will not have direct access to the private key(s).

Upon successful registration for an Account, we will provide you with the following services (the “Services”):

- create public and private keys for use within your Account;
- securely store your private key(s);
- facilitate the sending and receiving of the cryptocurrencies and other digital assets we support as set out in Annex 1 (“Digital Assets”) on the blockchain by giving instructions through the Interface (“transactions”); and
- view the balance of Digital Assets controlled by the private key(s) which we safeguard on your behalf (“Dashboard”).

In addition to the Services we provide to you directly, we may, at our sole discretion, allow you to use your private key(s) held with us to access decentralised applications (“dAPPs”) accessible via third party services, and we may, at our sole discretion, allow you to sync your Account with third parties to sign and verify transactions. Where this happens, you may create signatures linked to your private key(s) and, to the extent that you keep such

signature(s) in custody with us (and you do not allow any third party to have access your signature(s)), we will secure them on your behalf.

2. Additional Exchange Services

In addition to the Services listed above we may, at our sole and absolute discretion, offer you additional uninsured services if you are working with exchanges (the “Additional Exchange Services”). The additional terms which apply to the Additional Exchange Services are set out in Annex 3: Additional Exchange Services.

3. Our Services: what we do not do

Our Services involve the looking after of your private key (which are the means by which transactions relating to Digital Assets stored on the blockchain can be securely approved). We do not administer the blockchains on which Digital Assets are held, and as such do not hold or store any Digital Assets directly at any time.

We do not ourselves directly offer you the ability to vote on, lend or stake Digital Assets. Whilst you may be able to undertake these activities via third party App providers, such as but not limited to via MetaMask, or through an exchange, and we are not responsible for, and take no liability for their performance.

Whilst we provide the functionality for you to interact with third party systems, any activities you engage in with, or services you receive from, third parties are between you and that third party directly. We do not have any oversight over your activities with third parties, and as such we do not and cannot make any representation regarding their appropriateness and suitability for you. In addition, where a signature is compromised by virtue of the actions of or software used by a third party or you, we are not responsible for this as it outside of our control. More generally, we do not take responsibility or liability for, and our insurance does not cover, anything you do with a third party.

Whilst we may send Digital Assets on your behalf in relation to the tokens we support, we do not ourselves provide exchange services and do not act as a trading intermediary. You will be solely responsible for the use of your Account and for all transactions conducted with your digital assets safeguarded by us. You must take care to ensure that the details of any transactions you initiate are correct and we will not be responsible for errors in transactions.

We do not provide advice regarding transactions and have no duty of care or responsibility to supervise or determine the suitability of any transaction.

Nothing in these terms shall oblige us to extend credit, grant financial accommodation or advance funds or assets to or for the benefit of you for the purpose of meeting any of your obligations or otherwise.

Our Services are available only in connection with the Digital Assets we support, which are listed in Annex 1. However, we may expand our offering on providing customers with prior written notice from time to time. Under no circumstances should you attempt to use our Services to send, request, or receive digital currencies in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use our Services for digital currencies that we do not support. If we cease to support a particular token, we will use all reasonable endeavours to provide you with prior written notice, and to enable you to cash-out your holding in the effected Digital Assets. We do not accept liability, even if foreseeable, as a result of us no longer supporting a particular Digital Asset.

4. Valuation of Digital Assets

The value of Digital Assets can be volatile and difficult to assess, and different exchanges may quote different values for the same Digital Asset. Where we provide an indication of the value of Digital Assets, we base these indications on information provided to us by third parties, such as CryptoCompare, whose identity we may not disclose to you. Whilst, therefore, we have used reasonable commercial endeavours to ensure the third parties we use are reputable, by accepting these terms you accept that we do not take responsibility for the information they provide, and you must perform your own assessment of the value, and potential value of any Digital Assets you buy, sell or otherwise participate in.

5. Limits

In order to minimise the risks of using our Services, you must ensure that you do not use our Services to safeguard more than the maximum amounts of Digital Assets as displayed in the Interface as permissible in relation to each Digital Asset from time to time.

6. Contact us

Please contact us by email in case of questions about these terms, our processing of personal data, any order you have placed or ordering in general, or if you have any complaint or concern in relation to any Service.

Communications between us shall be in English. You may communicate with us in accordance with procedures notified to you by us (including security procedures and use of passwords). Should we receive a communication or instruction which purports to be from you, we are entitled, but are not obliged, to rely on and conclusively presume that such communication or instructions have been given by you.

You accept that we are deemed to have received any email correspondence at the time we access it. You accept that there may be a delay in responding to correspondence received. You also acknowledge and accept the risks inherent in email, particularly of its unauthorised interception and of its not reaching the intended recipient.

Although we take all reasonable care to ensure all electronic communications and attachments we send to you are free from any known virus or bug, we will not be responsible for any loss or damage resulting from any attack by a third party on our systems, any computer virus or any other malicious or technologically harmful material that may infect your computer equipment, computer programs, data or other material due to your use of our service.

As long as we act reasonably you authorise us to rely on instructions by whatever means transmitted which appear or purport to be sent by or authorised by you. We may record and monitor conversations we have with you.

7. Registration

In order to use certain features of the Interface, you must register an Account and provide certain information about yourself as prompted by the account registration screen. You agree to provide us with the information we request for the purposes of verifying your identity (and if you are not an individual, any of your beneficial owners) and checks required in relation to prevention of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use our Services and we may require further customer identity checks on a periodic basis from time to time. Your access to our Services, and any limitations that apply to your use of the Services, may be altered as a result of the information we collect, on an ongoing basis.

You authorise us to make the inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge that your personal information may be disclosed to identity verification, credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.

In order to register, you must:

- if you are registering as an individual, be at least 18 years of age.
- if you are registering as a company or partnership (an “Organisation”), have the necessary authority, power and right fully to bind the Organisation being granted access to the Service(s).
- understand the inherent risks associated with Digital Assets, including without limitation those relating to the use of cryptographic systems, , cryptoassets generally, signatures and blockchain-based software systems. You may review the information we make available in relation to cryptoassets, cryptocurrency, Digital Assets and blockchain and our Services in order to help ensure that you have an

appropriate level of understanding, however, we do not assume any responsibility for ensuring that you have an adequate understanding of the risks.

If you do not meet these eligibility criteria, you must not apply to register for an Account, and by registering, you represent and warrant to us that you do meet these criteria.

Organisations, before receiving the Services, must provide us with a list of persons (the “Authorised Persons”) within the Organisation who have the authority to provide us with instructions in relation to the Services. If you are registering as an individual, then you are the Authorised Person for the purpose of receiving our Services.

We are entitled to rely upon any instruction received from, or reasonably believed by the us to be from, any Authorised Persons, whether or not they have actual authority to give instructions. In the event that someone is no longer an Authorised Person, we must be informed immediately by an Authorised Person. However, as long as we have not been grossly negligent in doing so, we are not liable if we act on the instructions of someone who is no longer an Authorised Person.

Please note that additional eligibility criteria may apply to a particular Service. It is your responsibility to ensure you satisfy all of the minimum eligibility criteria set out above before choosing to register with us. By doing so, you confirm to us that you do meet all of the minimum eligibility criteria.

You are responsible for the information you provide to us and must ensure that such information is accurate, complete and kept up to date. You must contact us promptly to inform us of all changes to this information and to notify us if you no longer satisfy all of the minimum eligibility criteria (see the section “Contact Us”) OR promptly update your account information in the event of any changes to this information.

Registration is subject to approval by us in all cases, and we reserve the right, in our sole and absolute discretion, to decline any application for registration, without giving a reason. If we approve your registration, you will receive a notification from us confirming our acceptance of your application (“Acceptance Confirmation”). The contract between you and us in relation to the Service(s) ordered (“Contract”) will only be formed when we send you the Acceptance Confirmation.

8. How we treat personal information

We need to obtain certain information about you in order to provide our Services to you. If you do not provide the personal information requested by us, then we may be unable to provide our Services. We may share information concerning your Accounts, including your personal information: (i) with our professional services providers (including, but not limited to auditors, attorneys and advisors) to the extent necessary to conduct ordinary business operations; (ii) with appropriate regulatory, government authorities, or (iii) as otherwise required by law, rule, regulation, legal process or a court of competent jurisdiction.

Further information on how we process your personal data is set out in our Fair Processing Notice, available at Privacy and Cookies Policy.

9. Account information

Upon registration for an Account, you will be provided with or asked to create account login information. You must keep your account login details secure and not disclose them to anyone else. You should contact us immediately upon discovering any unauthorised use of your Account or error in the operation of your Account login details (see section “Contact Us”).

Any breach of these terms and/or any use of your Account by anyone to whom you disclose your Account login details will be treated as if the breach of use had been carried out by you and will not relieve you of your obligations to us.

By consenting to this Agreement or using our Services so as to assume your agreement to the terms of this Agreement, you acknowledge and agree that you are solely responsible for all use you make of any of our Services.

The Services are not intended for distribution to, or use by, any person in a country where such distribution or use would be contrary to local laws and regulations. You are responsible for ensuring that your use of the Services is in compliance with any local laws and regulations which apply to your use, and for obtaining any appropriate legal advice regarding your use of the Services if required.

You must ensure that only Digital Assets which are owned by you are transferred to your public key(s) and that no Digital Assets are owned by third parties or subject to any lien, charge or other security interest.

10. Access to our App

If you use our App as an Interface, this requires an Apple iPhone with Touch ID or Face ID device or newer running iOS 12 or newer operating system. Using the App through any iPhone which has been subject to unauthorised modifications (“Jailbroken”) may cause security vulnerabilities and is strictly prohibited. We cannot accept responsibility for any losses arising out of your use of the App through a Jailbroken device and you agree to indemnify us for any loss caused to use through your use of a Jailbroken device.

We are only able to accept the creation of one Account per mobile device and you can only access your Account on one device at a time.

If you lose or replace the device your Account is registered to you must immediately log into your Account on a new device and you will be required to follow the steps on screen to deactivate your old device and set the new device up.

11. Fees

Service fees

These will be as agreed during the onboarding phase and documented as part of our formal quotation for acceptance.

Transaction Charges

Once you have set up your public and private keys, you will be able to transfer Digital Assets to them and initiate transactions through the Interface.

Certain Digital Assets require the payment of a transaction fee for every transaction that occurs on the network (“Transaction Charge”), for example, to fund the network of computers that run the decentralised network. Where there is a Transaction Charge you will need to pay the Transaction Charge for each transaction which you initiate through the Interface.

The Interface will suggest an appropriate Transaction Charge for each transaction. However, you may increase this provided that the total amount of Digital Assets which you are transferring (including the Transaction Charge) cannot be greater than the amount of the relevant Digital Assets controlled by your private key(s) at the time.

The greater the level of Transaction Charge applied to a transaction, the more likely your transaction will be accepted and processed on the network quickly. Your transaction will show as pending until it is being processed (“Confirmed”). You may cancel your transaction and submit it again with a higher Transaction Charge at any time before it is Confirmed. You acknowledge and agree that we will not be liable for any transactions which fail or are delayed due to insufficient relevant Digital Assets being associated with your public and private key(s).

Processing transactions

We will process transactions in accordance with the instructions we receive from you. You should verify all transaction information prior to submitting instructions to us. You must take care to ensure that the details of any transactions you initiate (including any addresses and amounts) are correct and we will not be responsible for any errors in transactions as a result of your mistake. We recommend you scan the QR code of another account rather than manually entering the account number where possible, to reduce the likelihood of you entering incorrect account information.

We do not guarantee the identity of any of the parties to a transaction, as we provide an execution only service executing your instructions. Transactions cannot be reversed or cancelled once they have been Confirmed. You agree that your Account will be self-directed and that you are solely responsible for all transactions conducted with your Digital Assets.

You agree that we do not assume, have or owe any obligations or duties, fiduciary or otherwise, to you except as are set out in these terms. You agree and acknowledge that you are solely responsible for conducting legal, tax, accounting and other relevant due diligence pertaining to any transactions conducted with your digital assets safeguarded by our Services.

Other costs and charges

Please note that it is possible that taxes or costs may exist in addition to those charged by us as set out above. You are responsible for any such costs or charges, including all taxes, assessments, duties and other governmental charges, including any interest penalty with respect thereto, relating to any Digital Assets held on your behalf or any transaction, and, to the extent that we have to pay these on your behalf, you shall indemnify us for the loss incurred on request.

12. Making payments

We use third party payment platforms, such as Stripe, to accept payments from you using the credit or debit card details which you provide. Subscriptions fees for our Services are invoiced monthly and will be charged at the price set out on the Interface upon confirmation of purchase and renew automatically.

You acknowledge and agree that we are authorised to charge your credit or debit card monthly and you will be charged no more than 24 hours prior to the end of the relevant monthly term.

Late payment and non-payment of fees

In the event of non-payment or late payment of our fees, you agree that we may use, sell, retain or set-off digital assets associated with the private key(s) held by us on your behalf. We will only exercise this right if we have asked you for payment and the sum is outstanding for 30 calendar days from the date of our request.

Transaction delays

We securely store your private key(s), which are the means by which transactions can be securely approved, in a combination of online and offline storage. As a result, it may be necessary for us to retrieve certain information from offline storage in order to facilitate a transaction in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such transaction. We do not accept any liability for any loss resulting from such a delay, including foreseeable loss.

13. Risks

Holding and participating in Digital Assets involves a high degree of risk. We set out below an overview of some of thy types of risk, however this list is not exhaustive, and you must only use the Services after taking an independent assessment of the potential risks involved.

Digital Assets risks

Digital Assets are a new asset class and as such represent a high-risk investment. Risks include but are not limited to: hacking, fraud, glitches, regulatory changes, abandonment of a Digital Asset, volatility, information asymmetry, general economic risks, and unanticipated changes. The value and liquidity of Digital Assets may be subject to large fluctuations, and is affected, for example, by legislative and regulatory changes, and the willingness of market participants to participate. In addition, fraud or cyber-attacks can result in technical difficulties which could prevent the access to or use of your Digital Assets.

We do not advise you regarding your investment in or holding of Digital Assets, and it is your obligation to understand the specific risks of the Digital Assets in which you participate.

Signature risk

Some third-party applications, including dAPPs, use zero-knowledge technology on layer 2 protocols. This often means that they re-use your layer 1 protocol signature to validate an instruction on a layer 2 protocol, and may store a copy of that signature. In other words, in using these applications, there is a risk that your signature used for making instructions is stored in the application. In addition, if your computer is compromised, a hacker may be able to steal your signature. Where either of these happen, there is a risk that your signature could be used to issue further instructions without your authorisation or consent. We do not have any control over this, and do not accept any liability as a consequence.

Viruses

To our knowledge, we will not provide you with software which contains any malicious code, program, or other internal component (e.g. computer virus, computer worm, computer time bomb, or similar component) (all together, a "Virus"), however you accept that the nature of the Services provided by means under there is a risk of software containing a Virus. As such, by using the Services you agree to act reasonably in performing your own checks for a potential Virus and to provide us with reasonable assistance in identifying and remedying any Virus. To the extent that you interact with software provided by or on behalf of a third party, you accept that we cannot check such software for a Virus and as such we cannot take responsibility for checking any such software.

Blockchain risks

We do not own or control the underlying software protocols which govern the operation of Digital Assets or the blockchain on which they are held. These are generally open source, and anyone can use, copy, modify, and distribute them. We are not responsible for the operation of the underlying protocols and we cannot guarantee their functionality, security, or ongoing availability.

You acknowledge and accept the risk that underlying software protocols relating to any Digital Assets you control through the Services may change or cease to be available.

Transaction risks

We have no control over, and do not accept liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of our Services). By undertaking transactions, you risk incurring losses due to fraudulent or accidental transactions, which may not be recoverable as transactions may be irreversible.

We are not responsible for ensuring that a third-party buyer or a seller you transact with will complete the transaction or is authorised to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party using Digital Assets transferred using the Services, or if you have a dispute with such third party, you should resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify us (see Contact Us for further details). However, you acknowledge that we will have no obligation to take any action in response to such notification.

Interoperability risks

Where you use our Services or software to interact with other software providers, for example third party App providers, you accept that there may be additional risks in relation to such other software, that it is your responsibility to assess the suitability and appropriateness of any such software and any loss caused by such use is not our responsibility.

Exchange risks

There are risks when dealing with exchanges, for example they may be hacked, may face solvency issues, may be the subject of fraud or may be negligent in carrying out transactions. In addition, an exchange may reject any transaction or the provision of any Digital Assets by us for any or no reason. You accept that where you ask us to deal with an exchange, any such dealings will be subject to the risks relating to that exchange. By making any such request, you therefore represent to us that you have carefully considered and accept the risks of using the exchange, and that we are not responsible in the event that any risk materialises.

Third party risks

Where we are operating in conjunction with third parties, crypto exchanges, third party APIs and/or any other third-party systems, there is a risk of transactions being mistakenly or fraudulently signed for using your signature and / or private key(s) as a result of the actions of the third party. You accept that in instructing us to deal with third parties you are aware of the risks involved, and that you, and not we, accept the risks involved in dealing with that third party.

Other risks

Please note that there may be other risks in addition to those outlined above in relation to your holding or participating in Digital Assets, and there may be further risks that arise in the future.

14. Forks, unsupported Digital Assets and airdrops

Forks

The underlying protocols of Digital Assets may be subject to potentially substantial changes in operating rules which may materially affect the Digital Assets which you control through the Services (including, but not limited to, its value or function). The changes (called “Forks”) may take the form of:

- “Hard Forks”, whereby a Digital Asset is split into two new Digital Assets (e.g. ethereum split into ETC and ETH); or
- “Soft Forks”, whereby code is updated but no new Digital Asset is created.

Where possible, we may (but are not obliged to) provide you with notices or alerts on Forks and you must read such notices or alerts received from us so that you may consider how to deal with upcoming Forks. You are responsible for making yourself aware of any upcoming Forks and taking any action which, you may deem appropriate in response to them.

If and when Forks occur:

- we may need to temporarily suspend operations and/or Services in response to that Fork without providing advance notice to you.
- in the event of a Hard Fork we may, in our reasonable discretion, decide not to support either or both of the new Digital Assets of the Fork.

Unsupported Digital Assets and airdrops

Our Services are available only in connection with the Digital Assets we support. We note that, whilst we only support the Digital Assets listed in Annex 1, our software may be used for tokens other than these Digital Assets. No unsupported cryptocurrency, cryptoasset or token sent to or from your public key(s) (including through unsolicited coin or token distributions (known as “airdrops”)) will be displayed on the Dashboard and you may not be able to withdraw, access or otherwise deal with any such tokens, whether through the Interface or otherwise.

Any unsupported use of our software or Services is not covered by our insurance policy and is entirely at your own risk, and we do not accept responsibility or liability for any such use. You may not, under any circumstances, use our software or Services in any way which may result in us carrying on a regulated activity under any applicable law, as we are not authorised to carry out regulated activities. You will be responsible for any loss caused to us as a result of any activity you undertake which we do not support.

15. Cancellation, suspension and termination

Your rights to cancelling your subscription and close an Account

You may terminate your Contract and close your Account at any time on 30 days' notice but you must first transfer out all Digital Assets safeguarded through the Services and notify us by following the instructions in the Interface or you through the following link: [Contact Us](#). You will not receive a refund for the fees you already paid for your current monthly subscription period, but you will continue to receive the Services until the end of your current subscription period. Please be aware that if the value of your Digital Assets has fallen you will not get back the full amount you have invested.

Once the cancellation comes into effect at the end of the then current monthly term, you will not be able to use the Services.

You acknowledge that once you have terminated your Account you will not have any proprietary rights in any public or private key(s), and we will no longer have any obligation to continue to safeguard them.

Please note that if you fail to pay any fees or subscription charges when they become due, this will not terminate your Contract with us but will cause your ability to execute transactions or use other functions of the Interface to be suspended. You will however retain the ability to view the Dashboard. If you have not transferred out your Digital Assets and closed your Account, we will continue to hold your private key(s) on trust for you absolutely as a bare trustee pursuant to these terms of service and the monthly fee for the Services will continue to accrue. For further details regarding our rights for non-payment, please see the section "Fees".

You can [Contact Us](#) at any time in order to arrange for the transfer of your Digital Assets to you although you will need to pay any outstanding fees accrued up to the date of such transfer.

If you fail to transfer out all digital assets controlled by your private key(s) to an alternative address within 3 months, we reserve the right to sell the digital assets, at the price which according to us can be reasonably obtained at that moment. The funds from the sale of the digital assets shall be delivered to your cash account known to us or, as the case may be, held by us until you send us information about your valid cash account.

16. Additional cancellation rights for consumers

If you are a consumer you have the right to cancel your subscription for the Services within 14 days after the date, we send you the Acceptance Confirmation. However, you acknowledge that we start provision of the Services immediately following the Acceptance Confirmation (which, by registering for an Account, you request us to do) and that if you cancel within the 14 day period then the charge you pay us (and which we will

deduct from any refund otherwise due to you) will be proportionate to the number of days in the month through which the Services have been provided.

Please note if you cancel during the above period after you have transferred any digital assets to your public / private keys, you will need to follow the procedures for the transfer out of such assets and Account closure outlined under Subscriptions, suspensions and termination above.

To cancel your subscription as above, you must clearly inform us, preferably:

- in writing giving us your name, address and order reference; or
- by completing and submitting a cancellation request available on the Interface via chat.
- Details of the consumer rights described above, and an explanation of how to exercise them, are provided in the Acceptance Confirmation. Nothing in this section affects your legal rights.

17. Our suspension and termination rights

We may at our sole discretion: (a) refuse to complete or block or cancel a transaction which you have instigated; (b) suspend, restrict, or terminate your access to any or all of the Services, and/or (c) terminate your Account with immediate effect where:

- we are, in our reasonable opinion, required to do so by applicable law or regulation or any court or other authority to which we are subject in any jurisdiction, or to do so may involve us or you in a breach of legal and/or regulatory requirements;
- we suspect that any information you have provided to us is materially incomplete, inaccurate or misleading;
- we reasonably suspect you of acting in breach of these terms;
- we have concerns that a transaction is erroneous or about the security of your Account or we suspect the Services are being used in a fraudulent or unauthorised way;
- we suspect money laundering, terrorist financing, fraud, or any other financial crime or unlawful conduct;
- use of your Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity;
- you take any action that may circumvent our controls such as opening multiple Accounts or abusing promotions which we may offer from time to time;
- there are insufficient relevant Digital Assets associated with your public / private keys to cover the transaction either at the time that we receive notification of the transaction or at the date on which the transaction takes place;
- to do so would run the risk of us suffering a financial loss; and/or
- events occur which are outside our reasonable control which impact the Services.

We may also, from time to time, with or without prior notice, temporarily suspend the operation of any Service and/or the Interface (in whole or in part) for repair or maintenance work or in order to update or upgrade any contents, features or functionality. However, you acknowledge and agree that we will have no obligation to provide you with any specific support or maintenance in connection with the Interface, except to the extent that we agree to do so as part of our quote, in which case this would be documented as part of our formal quotation for acceptance.

If we refuse to complete a transaction and/or suspend or close your Account, or terminate your use of Services, we will (if permitted by applicable law) inform you of our actions and the reasons for refusal, suspension or closure and, where appropriate, provide you with an opportunity to correct any factual errors which may have led to such action. We will endeavour to lift the suspension as soon as reasonably practicable once the reasons for refusal and/or suspension no longer exist. However, we will not be obliged to allow you to reinstate a transaction on the same terms as the suspended, reversed or cancelled transaction.

We may also suspend, restrict, or terminate your access to any or all of the Services and/or deactivate or cancel your Account, without reason or penalty, by giving you 14 days' notice. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria that are essential to our risk management and security procedures. Under no circumstances will we be obliged to disclose the details of our risk management and security procedures to you.

18. Effect of termination

Upon termination of any Contract or Service or your Account, for any reason (including where, in accordance with these terms, you cancel or do not renew your subscription):

- all rights granted to you under these terms will immediately cease;
- you must promptly discontinue all use of all relevant Services; and
- you must pay us all outstanding amounts that you owe us.

If we suspend or close your Account or terminate your use of our Services for any reason (and if permitted by applicable law), we will use all reasonable endeavours to assist you in arranging for the transfer of your Digital Assets to an alternative address of your choosing. We reserve the right to require you to complete further identity verification procedures, as well as anti-money laundering and prevention of terrorist financing procedures, before assisting you with such transfer.

We do not accept liability for any loss, regardless of whether that loss is foreseeable, consequential of our exercising any of our rights or discretion in relation to suspension or termination.

19. Changes to the Services, fees and terms

As it is our policy continually to review and update our Service offerings, we reserve the right to make changes to any aspect of any Service, fees and/or to these terms from time to time, provided that we will not, unless you agree, make any changes in respect of any Service you have already paid for that would (i) significantly reduce the type or level of service you receive (except if we need to do so for security, legal or regulatory reasons) and/or (i) increase the charges you are obliged to pay.

We will always give you as much prior notice as we reasonably can of such significant changes on the understanding that you then have the option of accepting them or cancelling your Service subscription without penalty, in which case, you should notify us that you wish to cancel your subscription (see Cancellation, suspension and termination). If you do not cancel your subscription before the date on which the changes come into effect (which we will notify to you), this will mean that you have accepted them.

In certain circumstances, we may have to make changes without giving you prior notice, e.g. because of changes to relevant law or regulation, changes required by any regulatory or tax authority or industry guidance or codes of practice, changes in the way Digital Assets and their markets work, or changes otherwise beyond our reasonable control. Where this is the case, and the changes are not simply improvements in the Services, we will give you an appropriate opportunity to cancel your Service subscription without penalty.

20. Liability

Our liability

Nothing in these terms shall limit or exclude our liability to you:

- for death or personal injury caused by our negligence;
- for fraudulent misrepresentation;
- for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded; or
- for any other liability that, by law, may not be limited or excluded.

Subject to this, in no event shall we be liable to you for any losses, including any loss of Digital Assets, other than where we have lost your private key(s) and signature(s) (or had them hacked) whilst and to the extent that they are in our custody. Our liability for loss is restricted to loss caused directly and reasonably foreseeably by our gross negligence (and in no event shall we be liable to you for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses).

In addition, we shall be under no obligation to inquire into, and shall not be liable for, any losses incurred by you or any other person as a result of the maintenance, transfer, receipt or delivery of fraudulent, defective or otherwise impaired Digital Assets.

Where we are operating in conjunction with third parties, crypto exchanges, third party APIs, dAPPs and/or any other third-party systems, we are not responsible for any loss as a result of such third-party activity, including without limitation (i) if any transaction is, as a result of your actions or those of a third party, mistakenly or fraudulently signed for using your private key(s) or signature(s); (ii) if your signature is compromised as a result of access being given to your signature to yourself, a third party, or any software used by yourself or a third party; (iii) if an exchange rejects any transaction or the provision of any Digital Assets for any or no reason.

To the extent that we may be deemed by any applicable law to owe you any fiduciary duties or to be in a fiduciary relationship with you, we explicitly exclude and reject any such duties or relationship to the extent permitted by applicable law. We also do not provide, nor do we accept responsibility for, legal, tax or accounting advice.

Any liability we do have for losses you suffer arising from any Contract shall not, in respect of any 12 month period (calculated from the date of that Contract), exceed the charges payable by you for the relevant Service(s) in that 12-month period and is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time your application is accepted by us.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any Contract (including any loss of Digital Assets) that is caused by events outside our reasonable control.

Your liability

In addition to the indemnities set out in the sections “Access to the App” and “Fees”, you agree to indemnify us for actual, reasonable legal costs and expenses directly related to your Account that are a result of any regulatory inquiry, legal action, litigation, dispute, or investigation, whether such situations occur or are anticipated, that arise or relate to you. As a result, we will be entitled to charge your Account for such costs, including legal and enforcement related costs that we incur. You therefore grant a right of setoff against the Digital Assets held in your Account.

Furthermore, you agree that to the extent anticipated or actual actions relate to a Digital Asset in your Account, we have the right to not transfer the Digital Asset out of the Account until the matter is resolved.

21. What you are not allowed to do

Except to the extent expressly set out in these terms, you are not allowed to, nor may you allow anyone else to use the Interface or your Account to:

- access or attempt to access any Service which you have not purchased or subscribed to;

- interfere with or disrupt the provision of any Service or use any Service in a way that interferes with anyone else's use of any Service;
- further any criminal or fraudulent activity or to impersonate another person;
- breach the rights of any person (including, but not limited to rights of privacy and intellectual property rights);
- use or access the Service on behalf of any third party, including (but not limited to) using the Services to hold Digital Assets in your Account which belongs to a third party;
- breach any use guidelines that we may issue from time to time;
- republish, redistribute or re-transmit the Interface;
- copy or store the Interface other than for your use as permitted by these terms and as may occur incidentally in the normal course of use of your browser or mobile device;
- store the Interface on a server or other storage device connected to a network or create a database by systematically downloading and storing any data from the Interface; this excludes the use of our APIs and tools for extracting and downloading your transaction data.
- remove or change any content of the Interface or attempt to circumvent security or interfere with the proper working of the Interface or any server on which it is hosted;
- use the Interface in a way that might damage our name or reputation or that of any of our affiliates; or
- otherwise do anything that it is not expressly permitted by these terms.

All rights granted to you under these terms will terminate immediately in the event that you are in breach of any of them.

To do anything with the Interface that is not expressly permitted by these terms, you will need to request a separate licence from us, which we may or may not grant at our sole discretion. Please contact us if you wish to discuss this (for information on how to do this see Contact Us above).

In addition to the above representations, an Organisation, in receiving the Services, represents and warrants that, on an ongoing basis throughout receipt of the Service it:

- is duly organised and validly existing under the laws of the jurisdiction of the Organisation and has full power and authority to enter into these terms and to be bound to them, including as regards performing all actions and obligations under these terms, which therefore constitute valid and legally binding obligations.
- has established and maintains reasonable and effective policies and procedures (including, but not limited to anti-money laundering and prevention of terrorist financing procedures) to ensure that it and any related parties complies with all applicable laws and regulations.

22. Third party platform providers and application stores

Certain third-party platform providers with whose devices and/or operating systems the Interface has/have been designed to be compatible oblige us to include certain additional provisions in these terms. These are set out in Annex 2, and come from the relevant third-party platform providers, not us.

Third party application stores are operated by the relevant third-party platform providers and/or their affiliates. You must comply with all applicable terms of service, rules and policies applying to any third-party application store from which you download the Interface, as they may be amended from time to time. We are not responsible for these stores or (with the exception of the Interface) for anything provided by them and do not guarantee that they will be continuously available.

23. Intellectual property rights

If you are a consumer we license, but do not sell, to you the Interface you download to use solely for your own personal, non-commercial use. If you are a business user we license, but do not sell, to you the Interface you download to use solely for your own internal business use. We remain the owner of the Interface at all times.

All intellectual property rights in the Interface and in any content of the Interface (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos), are owned by us or our licensors. Nothing in these terms gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading the Interface or any content from the Interface.

The Interface may contain code, commonly referred to as open source software, which is distributed under any of the many known variations of open source licence terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, Open Source Software). Please note that, to the extent that the Interface contains any Open Source Software, that element only is licensed to you under the relevant licence terms of the applicable third party licensor (Open Source Licence Terms) and not under these terms, and you accept and agree to be bound by such Open Source Licence Terms. A copy of the source code for any Open Source Software contained in any Interface and the relevant Open Source Licence Terms will be made available to you upon request.

24. Interface features and content

We reserve the right to change the format and features of the Interface by making the updated Interface available for you to download or, where your device settings permit it, by automatic delivery of updates. You are not obliged to download the updated Interface,

but we may cease to provide and/or update content to prior versions of the Interface and, depending on the nature of the update, in some circumstances you may not be able to continue using the Interface until you have downloaded the updated version.

Where the Interface makes content available, you acknowledge that such content may be updated at any time. We reserve the right to cease to provide and/or update content to the Interface, with or without notice to you, if it improves the Services we provide to you, or we need to do so for security, legal or, unless that content is part of a Service you have paid for, any other reasons.

Whilst we try to make sure that content made available by the Interface which consists of information of, we are the originator is correct, you acknowledge that the Interface may make content available which is derived from a number of sources, for which we are not responsible. In all cases, information made available by the Interface is not intended to amount to authority or advice on which reliance should be placed, and we do not accept any liability for any such reliance on information, even if we are the originator.

Except as set out in these terms, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Interface and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on the content of the Interface.

25. Insurance terms

As part of our Service, you may benefit from our general insurance which in place, or we may agree specific terms on which your cryptoassets held with us are insured.

If an insured loss takes place, you must give all relevant information and evidence to the insurers as may reasonably be requested and cooperate fully with the insurers (and, if relevant, the police) in relation to any investigation or adjustment of a claim under the insurance.

Our general insurance

We have insurance in place to cover the value of certain lost cryptoassets (the “Vault Insurance”). Cryptoassets are in-scope of the Vault Insurance (Unique Market Reference B0509FINSV2050014) product if the line-item description on your order for our Service specifies that they are insurance backed.

Losses covered by the Vault Insurance include: (i) physical loss, damage or destruction caused by or resulting from certain natural disasters, explosions, riot, civil commotion, vandalism, aircraft or vehicle impact, sprinkler leakage, and falling objects; and (ii) certain deliberate and dishonest acts or omissions, including theft.

Any potential claim for loss is subject to various exclusions, suspension rights of the insurer and an overall limit of liability. In the event that there is a shortfall between the pay-out received from the occurrence of an insured loss and the size of the actual loss, the amount received from the insurer shall be shared pro-rata between Bitpanda Custody's customers in proportion to the amount lost by each customer.

Please note that all Additional Exchange Services are provided on an uninsured basis, and so this section does not apply to the Additional Exchange Services.

Obtaining additional insurance

We may agree with you during onboarding to put in place additional insurance to cover your specific holdings with us. Where you chose to do this, you will need to agree to an additional fee with us, and this fee will be documented as part of our formal quotation for acceptance.

Becoming a loss payee

We may agree with you during onboarding that we will designate you as a loss payee. Where we do this, if you suffer an insured loss you will receive your applicable pro-rata proportion of any relevant insurance pay-out directly from the insurer, rather than via us. If you wish to become a loss payee, you will need to agree to an additional fee with us, and this fee will be documented as part of our formal quotation for acceptance.

Please note that, even if you become a loss payee, our insurers reserve the right, acting in their sole discretion, to refuse to make any loss payment to you and may instead elect to make such loss payment to us, in which case we will pass on to you the relevant amount on the same basis as our general insurance.

Further information

Further details of our insurance are available on request (please see ("Contact us")).

26. External links

The Interface may, from time to time, include links to external sites, which may include links to third party offers and promotions. We include these to provide you with access to information, products or services that you may find useful or interesting. We are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of, or association with, their operators or promoters.

27. General

Status

Each party represents and warrants (on a continuing basis throughout your receipt of Services) that it has the legal right and full power and authority, and has taken all action

required, to execute and agree to these terms and perform its obligations under them and each of its obligations under these terms is enforceable in accordance with these terms. If a party, it represents and warrants (on a continuing basis throughout your receipt of Services) that it is a company duly established and validly existing under the laws of its domicile.

Assignment is prohibited

You may not assign or transfer any of your rights or responsibilities in relation to your Account with us.

Delegation

We may delegate the provision of any aspects of the Services, so long as we take due skill and care in selecting and overseeing our delegee.

Security interests

You may not transfer, assign, charge or otherwise create security interests over your Account or any or all of your rights or obligations under any Contract. You must not try to grant any such security or agree to grant any such security or allow any third party to take any such security over any Digital Assets, and you may not grant anyone else any rights in or over the same.

Unenforceability

Each of the provisions of these terms are separate, severable and enforceable. If any provision of these terms is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from these terms and this will not affect the remainder of these terms and conditions which will continue in full force and effect.

Waiver

No waiver of any part of these terms shall be effective unless in writing and executed by the us. No failure or delay by a party to exercise any right, power or remedy under this Agreement shall operate as a waiver of that right, or any other right, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right or any other right, power or remedy.

Set off

Each party shall be entitled to set off any amount owed to it by the other party for any reason whatsoever from time to time against any sum which it itself owes to that other party (in each case, if due and payable), and payment of the net amount shall discharge both sums due.

Entire agreement

These terms constitute the entire agreement between the parties to it and supersedes any prior agreement or arrangement in respect of its subject matter and:

neither you nor we have entered into these terms in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out in these terms;

the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into these terms and which is expressly set out in these terms will be for breach of contract; and

nothing in these terms will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

Effect of death

We will suspend taking instructions in relation to your estate. This means that we will continue to hold your Account and reserve the right to exercise our absolute discretion to make payments to HMRC to help you deal with inheritance tax. Otherwise, we will only take further instructions once we have been presented with a valid grant of representation from a court.

Only parties to this contract may enforce it

Subject to Annex 2, a person who is not a party to these terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

Counterparts

These terms may be executed in any number of counterparts and by different parties on separate counterparts, each of which is an original and together shall constitute one and the same agreement.

Conflicts of interest

We will always endeavour to act in your best interests as our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will take appropriate steps to manage the conflict of interests fairly.

Governing law and disputes

These terms, its subject matter and their formation, and any non-contractual obligations arising out of or in connection with them are governed by the laws of England and Wales subject to any mandatory provisions of the applicable law of your place of residence.

The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement, including in relation to any non-contractual obligations. Notwithstanding this fact, if you live in Scotland you can bring legal proceedings in either the Scottish or English courts, and if you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

Legal effect

This Agreement takes effect and binds you and us with effect from the date you sign the click agreement to them or the date you commence using our Services, whichever is the earlier.

28. Anti-corruption, prohibited acts and anti-tax evasion

Definitions

The following definitions shall have the meaning as set out below for this section:

“Adequate Procedures” means in respect of any person, adequate procedures designed to prevent persons associated with it from undertaking conduct causing it to be guilty of an offence under section 7 of the Bribery Act and complying with the guidance published under section 9 of the Bribery Act.

“Anti-Bribery Laws” means any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including without limitation any common law, judgment, demand, order or decision of any court, regulator or tribunal) applicable in the United Kingdom which relate to anti-bribery and/or anti-corruption including without limitation the Bribery Act.

“Authority” means any government instrumentality or agency or any government-funded entity (including any multilateral development bank) or any subdivision thereof that is wholly or partially responsible or empowered to review, consider, analyse or investigate any person’s activity, and/or regulate, sanction and/or prosecute any person for compliance or non-compliance with law, regulation or best practice.

“Bribery Act” means the Bribery Act 2010.

“Prohibited Act” means:

- directly or indirectly offering, promising or giving any person working for or engaged by us a financial or other advantage to:
- induce that person to perform improperly a relevant function or activity; or
- reward that person for improper performance of a relevant function or activity;
- directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with these Terms; or

committing any offence: –

- under Anti-Bribery Laws;
- under legislation creating offences concerning fraudulent acts;
- at common law concerning fraudulent acts relating to these Terms or any other contract with us; or
- defrauding, attempting to defraud or conspiring to defraud us.

Anti-corruption and prohibited acts

You will, and will take reasonable steps to ensure that your agents and delegates will:

- not do or omit to do any act or thing which constitutes or may constitute a Prohibited Act;
- without prejudice to 31.2.1 not do or omit to do any act or thing which causes or may cause us to be guilty of an offence under section 7 of the Bribery Act (or would or may do so if we were unable to prove that we had in place Adequate Procedures designed to prevent persons associated with us from undertaking such conduct);
- have, and comply with, Adequate Procedures (to the extent relevant);
- from time to time, at our reasonable request, confirm in writing that you have complied with its undertakings under 31.2.1 to 31.2.3 inclusive as relevant) and will provide information reasonably requested by us in support of such compliance; and
- promptly give written notice to us upon a breach, or suspected breach, of any of these obligations.

Anti-tax evasion

You will ensure that neither you, nor any persons acting on your behalf in connection with this Agreement, shall by any act or omission commit, cause, facilitate or contribute to the commission by any person of a tax evasion offence or facilitation of tax evasion offence. For these purposes, a tax evasion offence includes cheating a public revenue authority or being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of tax and tax includes duties and social security contributions.

You shall as soon as reasonably practicable give us written notice upon a breach, or suspected breach, of any of your obligations in relation to anti-tax evasion, and on your becoming aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements relating to anti-tax evasion.

29. Service Levels

We will use best efforts to make the Service available 99% of the time, measured monthly and excluding scheduled maintenance and / or updates and / or upgrades of the Services, the software we use, the Interface and / or our website (“Maintenance”).

We will use reasonable commercial endeavours to:

make available to you via our website at <https://status.bitpandacustody.com> advance notice of scheduled Maintenance at least 1 (one) business day (in the United Kingdom) before undertaking such Maintenance.

ensure that the total time for which our Services, the Interface and / or website are unavailable for each calendar month as a result of us undertaking Maintenance is no more than 2 (two) hours.

So long as we have used good faith endeavours to comply with our obligations as set out in accordance with clauses 32.1 and 32.2, we shall be under no obligation to inquire into, and shall not be liable for, any losses you or any other person incur as a result of any Maintenance.

We may rely on third parties in providing certain aspects of the Services, the Interface, the software we use and / or our website. This may, for example, include us relying on their licences, software, APIs, systems and / or networks. Where a failure by or actions of a third party impacts the Services, the Interface, the software we use and / or our website, this may cause our Services, the Interface or the website to become unavailable to you. Any such lack of availability shall not be deemed to be a failure by us to comply with our obligations set out in this Agreement, and as such, we shall be under no obligation to inquire into, and shall not be liable for, any losses you or any other person incur as a result of this.

We shall also not be in breach of clauses 32.1 and 32.2, or any other aspect of this Agreement, nor liable for delay in performing, or failure to perform any of our obligations under this Agreement, if such delay or failure results from events, disruptions, circumstances and / or causes beyond our reasonable control (an “Event”). In such circumstances, we will act in good faith to restore the provision of our Services, the Interface and our website as quickly as reasonably possible, and we shall be under no obligation to inquire into, and shall not be liable for, any losses you or any other person incur as a result of an Event.

Annex 1: Accepted Digital Assets

Accepted Digital Assets

Our Services are available in connection with the supported “Digital Assets” as referenced on our website.

We reserve the right to add or remove Digital Assets from the list without providing prior notice.

If we cease to support a particular token, we will use reasonable endeavours to provide you with prior written notice, and to enable you to either transfer or cash-out your holding in the effected Digital Assets.

Digital Assets which are not listed as supported by the Interface on our website will not be viewable on the Interface.

Annex 2: Third party terms

Third party terms

Terms which apply if using the Apple App Store:

On the basis that the App that you download, access and/or use is downloaded from the App Store is operated by Apple Inc. ("Apple"):

- your licence to use the App is limited to a non-transferable licence to use the App on an Apple-branded device owned or controlled by you and as permitted by Apple's usage rules published in its App Store terms of service, except that the App may be accessed, acquired and used by other accounts associated with you via Family Sharing or volume purchasing;
- you acknowledge and agree that:
- Apple has no obligation at all to provide any support or maintenance services in relation to the App. If you have any maintenance or support questions in relation to the App, please contact us, not Apple, using the Contact Us details in these terms;
- we, not Apple, are responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation;
- in the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you;
- to the maximum extent permitted by applicable law, Apple will have no other warranty obligations whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs and expenses attributable to any failure to conform to any warranty will be our sole responsibility and we are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed;
- in the event of any claim by a third party that your possession or use (in accordance with these terms) of the App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
- although these terms are entered into between you and us (and not Apple), Apple and its subsidiaries are third party beneficiaries of these terms and, upon your acceptance of these terms, Apple Inc. (and will be deemed to have accepted the right) to enforce these terms against you as a third party beneficiary thereof;

- you represent and warrant that:
- you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country; and
- you are not listed on any United States Government list of prohibited or restricted parties; and
- you must comply with any applicable third-party terms of agreement when using the App, such as your mobile phone provider's data usage agreement.

Annex 3: Additional Exchange Services

Additional Exchange Services

We may provide the Additional Exchange Services if you are dealing with crypto exchanges, and we hold your exchange account credentials (e.g. usernames, passwords and other details required to transact with the exchange). Please note that all Additional Exchange Services are provided on an uninsured basis, and as such the section "Insurance terms" in the main terms does not apply to Services provided under this Annex 3.

The Additional Exchange Services are as follows:

1. Levels of Digital Asset access rights

The Authorised Persons using this Service may determine the level of access which different persons in your Organisation may have. The different levels of access to the Digital Assets we may provide Organisations with are as follows:

Read only access: persons with this access level can see the amount of Digital Assets held on behalf of your Organisation, but cannot issue instructions to send, hold or receive Digital Assets.

Trading access: i.e. the person can instruct Bitpanda Custody to send cryptoassets to exchanges, but cannot withdraw cryptoassets (on which, please see below, "Transactions with exchanges").

Withdrawal access: i.e. the person can instruct Bitpanda Custody to send cryptoassets to exchanges and can withdraw cryptoassets (do you want to allow someone to be able to withdraw but not trade?).

2. Transactions with exchanges

The Authorised Persons using this Service may agree with us that we will use their credentials to send Digital Assets to, or to receive Digital Assets from, crypto exchanges. This Service may be provided, for example, for the purposes of helping you provide liquidity to the exchange, or for helping you meet incurred margin obligations. All transactions will take place as agreed between us and the relevant Authorised Person

from time to time, and we shall have no obligation to accept any particular transaction. In the event that we determine to agree, or not to agree, a transaction, we shall not be liable for any loss incurred to you, or the exchange, or any third party, as a result.

We only provide this Additional Manager Service in unregulated tokens (as that term is defined by the FCA), and only in relation to those exchanges we agree to support you with, at our sole discretion from time to time.

ACCEPTANCE OF THESE TERMS

Please note that by agreeing to these terms you:

- acknowledge receipt of these terms, that you have read these terms carefully, and agree that they govern our relationship and apply to all the Services we provide to you, as amended from time to time.
- have accepted the fees (set out in in the section “Fees”) and understand the risks (as described in these terms) that apply to our Services.
- confirm that you have not supplied us with information which is inaccurate or misleading, and you will notify us promptly of any change to the information supplied by you to us.
- authorise the transfer of information, on a confidential basis, as required under these terms, between third parties.
- will supply us with all information, documentation or copy documentation that we require in order to allow us to provide the Service, as well as any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations.
- confirm that all Digital Assets within your Account will be within your complete ownership and free from all liens, charges, third party rights and any other encumbrances.
- undertake to sign and/or produce, by the time we ask you to, any documents we need to enable us to carry out our duties on your behalf.