

Elixir Group SA –CRYPTO-ASSET SERVICE TERMS
RISK WARNING REGARDING CRYPTO-ASSETS AND THE RELATED SERVICES

PLEASE NOTE THAT FROM AN OBJECTIVE PERSPECTIVE ANY CRYPTO-ASSET SERVICE IS CONSIDERED A HIGH-RISK SERVICE. THE RISKS PERTAIN ESPECIALLY TO PRICE VOLATILITY OF CRYPTO-ASSETS, SECURITY RISKS, REGULATORY RISKS, LIQUIDITY RISKS, COUNTERPARTY RISKS, MARKET RISKS AND OPERATIONAL RISKS, BUT ALSO OTHER RISKS, SOME EVEN UNPREDICTABLE.

AS THIS SERVICE CONSISTS OF CRYPTO-ASSET SERVICES, YOU SHOULD CAREFULLY CONSIDER ALL ASPECTS RELATED TO THE SERVICE PRIOR TO USING THE SERVICE.

BEFORE REGISTERING INTO THE SERVICE AND USING IT, YOU WARRANT THAT YOU HAVE READ AND ACCEPTED OUR RISK WARNING RELATED TO THIS SERVICE. TRANSACTIONS IN CRYPTO-ASSETS ARE USUALLY IRREVERSIBLE AND THEREFORE YOU MUST ALWAYS ENSURE AND VERIFY THAT ALL THE INFORMATION PROVIDED TO US (E.G. INSERTED ADDRESS, AMOUNTS OF CRYPTO-ASSET, AND SO FORTH) IS ACCURATE, COMPLETE AND REPRESENTS YOUR OWN WILL. MISTAKES ON THE INFORMATION PROVIDED TO US CAN LEAD TO THE LOSS OF YOUR CRYPTO-ASSETS OR FUNDS PERMANENTLY, AND YOU ACCEPT TO BE SOLELY RESPONSIBLE FOR ALL EVENTS ARISING FROM THE INFORMATION DELIVERED TO US. NOTIFICATION RELATED TO THE CHANGE OF SERVICE PROVIDER THE CRYPTO SERVICES ARE PROVIDED BY Elixir Group SA, A REGISTERED VIRTUAL ASSET SERVICE PROVIDER IN Poland confirmed by certification number: 2401-CKRDST.4225.560.2024

1. ABOUT THE SERVICE PROVIDER AND THE AGREEMENT

1.1. This crypto-asset service (hereinafter "Crypto-Asset Service") is provided by Elixir Group (hereinafter "Company"):

Name of the service provider: Elixir Group SA (under Rebell Pay brand)

Business ID / KRS: 0001109236

Principal office: Burakowska 16B lok U1, 01-066 Warszawa

Phone number: +48537099024

Email: support@rebellpay.com

Financial registration: The Company is registered as a virtual asset service provider (hereinafter "VASP") by the Izba Administracji Skarbowej w Katowicach, UL. PADEREWSKIEGO 32B, 41-282 KATOWICE,

1.2. A customer of the Company (hereinafter "Customer") may use the Crypto-Asset Service of the Company by concluding these terms with the Company (hereinafter "Agreement"). As this Crypto-Asset Service is accessible only via the service of Narvi Payments Oy Ab (hereinafter "Narvi Payments"), which use is subject to the conclusion of the terms of use of Narvi Payments (accessible here: <https://narvi.com/documents/terms-of-use>, hereinafter "Narvi Payments' Terms"), the Customer cannot use the Crypto-Asset Service and conclude this Agreement without first concluding the Narvi Payments' Terms.

1.3. Any and all Fiat Currency of the Customer utilized in the Crypto-Asset Service and Payment Services provided in connection with this Crypto-Asset Service shall be processed solely by Narvi Payments or other third-party Payment Services providers.

1.4. This Agreement the following terms:

- "AML Act" means the Polish Act of 1 March 2018 on Counteracting Money Laundering and Terrorist Financing (Journal of Laws, as amended)

- “Crypto-Asset” means a digital representation of a value or of a right that can be transferred and stored electronically using distributed ledger technology or similar technology (e.g. bitcoin and ether).
- “Crypto-Asset Account” means the Customer’s account in the Crypto-Asset Service, where the Customer may retain its Crypto-Assets in the Crypto-Asset Service.
- “Fiat Currency” means an official currency of a country that is issued by a central bank or other monetary authority (e.g., euros, pounds, and dollars).
- “Instruction” means any specific directive, command, request, or order provided by the Customer to the Company while using the Crypto-Asset Service. This includes but is not limited to the provision of transaction details, transfer orders, withdrawal or deposit commands, and any other related user-generated action or input that requires a response, action, or processing by the Company within the scope of the Crypto-Asset Service.
- “Service Price List” means the prices and fees related to this Crypto-Asset Service, available here: <https://narvi.com/pricing>.

2. ACCESS TO THE CRYPTO-ASSET SERVICE

2.1. The Customer may access the Crypto-Asset Service via the service of Narvi Payments.

2.2. Even though the Crypto-Asset Service is accessible via the service of Narvi Payments, the Customer specifically acknowledges and understands that the Crypto-Asset Service is solely the service of the Company and not the service of Narvi Payments, whereby everything related to the Crypto-Asset Service shall be the sole responsibility of the Company in accordance with this Agreement.

2.3. The Customer cannot use the Crypto-Asset Service and conclude this Agreement without first Concluding the Narvi Payments’ Terms.

2.4. Prior to the registration, the Customer has an obligation to carefully read through this Agreement and ensure that the Customer can comply with the terms of this Agreement prior to the conclusion of the Agreement and during the validity of the Agreement.

3. COMPLIANCE WITH THE AML ACT

3.1. In accordance with the AML Act, the Company has a legal obligation to know its Customer (KYC) and ensure that the Customer does not use the Crypto-Asset Service or enable the Crypto-Asset Service to be used for money laundering or terrorist financing.

3.2. The Customer understands and agrees that the Company may use all necessary legal means (e.g. deriving information of the Customer from reliable third-party sources, such as government data bases) to ensure the Company’s compliance with the AML Act.

3.3. The Customer agrees to provide all the information asked by the Company and complete all the possible identity verification services, which the Company may assign to the Customer.

3.4. The Customer understands and agrees that if the Company is unable to ensure sufficient compliance with the AML Act regarding the Customer using the Crypto-Asset Service, the Company may unilaterally without any kind of advance notice decide to stop offering the Crypto-Asset Service to and terminate this Agreement with the Customer.

4. PROVISION OF CRYPTO-ASSET SERVICES

Supported Crypto-Assets:

4.1. The Crypto-Asset Service supports certain Crypto-Assets, and an up-to-date list of all supported Crypto-Assets may find here: <https://narvi.com/digitalasset> The Customer should be aware that, given the fast-paced nature of the Crypto-Asset industry, the list of supported Crypto-Assets may change more frequently than typically expected.

4.2. The Company, at its sole discretion, determines which Crypto-Assets are supported by the Crypto-Asset Service. Should the Company discontinue support for a Crypto-Asset currently held in Customer's Crypto-Asset Account, the provisions of section 15.3 will come into effect.

Storage of Crypto-Assets:

4.3. By using the Crypto-Asset Service, the Customer receives a Crypto-Asset Account where the Customer may store Crypto-Assets.

4.4. The Customer acknowledges and agrees that it is their exclusive responsibility to:

- Use the Crypto-Asset Account only for the storage of Crypto-Assets which are explicitly supported by the Crypto-Asset Service. The Company shall not be held responsible for any loss, damage, or unauthorized access to unsupported Crypto-Assets stored in the Crypto-Asset Account.
- Use the Crypto-Asset Account only in compliance with this Agreement and all applicable laws.

4.5. Customer is not permitted to use the Crypto-Assets in the Crypto-Asset Account as collateral.

4.6. If the customer relationship concludes or if the Crypto-Asset Service no longer supports a previously supported Crypto-Asset, the Customer must withdraw that specific Crypto-Asset from their Crypto-Asset Account to another personal digital wallet outside the Crypto-Asset Service. The Company will determine and notify the Customer of the specific timeframe for this transfer in writing. This period will always be reasonable. Transfer fees, or fees for non-transfer, will be in line with the Service Price List. In such case, the Customer must immediately provide all the information asked for by the Company, including but not limited to information related to the AML Act.

Trade of Crypto-Assets:

4.7. The Customer can trade Crypto-Assets in the Crypto-Asset Service by making buy, sell and swap orders.

4.8. When the Customer makes a buy order, the Customer can purchase Crypto-Assets with Fiat Currency, either with a direct payment or by using the Customer's Fiat Currency in the Narvi Payments' service.

4.9. When the Customer makes a sell order, the Customer can sell Crypto Assets for Fiat Currency that shall be sent to the Customer's Fiat Currency account in the Narvi Payments' service.

4.10. When the Customer makes a swap order, the Customer swaps one Crypto-Asset to another Crypto-Asset.

Deposit of Crypto-Assets:

4.11. The Customer can use the Crypto-Asset Service to deposit Crypto-Assets into their Crypto-Asset Account.

4.12. When initiating a deposit, it falls entirely upon the Customer to verify and ensure that the Crypto-Assets being deposited are those which are explicitly supported and recognized by the Crypto-Asset Service. Any deposit of unsupported Crypto-Assets may result in loss or complications, for which the Company assumes no responsibility.

4.13. Any transactional fees, charges, or other associated costs that arise from the deposit of Crypto-Assets into the Crypto-Asset Service will be borne solely by the Customer. The Company will not be responsible for compensating, reducing, or covering any portion of these costs.

Withdrawal of Crypto-Assets:

4.14. The Customer can use the Crypto-Asset Service to withdraw Crypto-Assets to their personal digital wallet outside the Crypto-Asset Service.

4.15. When initiating a withdrawal, it remains the absolute responsibility of the Customer to provide accurate and complete information related to the transaction. Should any discrepancies or errors arise from the information provided, the Company expressly disclaims any responsibility or liability in relation to such discrepancies or the consequences thereof.

4.16. Any transactional fees, charges, or costs associated with the transfer or withdrawal of Crypto-Assets from the Crypto-Asset Service will be borne entirely by the Customer. The Company will not subsidize, rebate, or absorb any portion of these costs.

Instructions:

4.17. For the effective provision of the Crypto-Asset Service, the Company needs clear and specific Instructions from the Customer. The determination of what constitutes necessary Instructions lies at the sole discretion of the Company. Furthermore, the Company retains the unilateral right to decide whether to accept or decline any Instructions presented by the Customer.

4.18. It remains the sole responsibility of the Customer to ensure that each Instruction submitted is thorough, accurate, and unambiguous. The Company, in its role, does not bear the obligation to cross-check the veracity, genuineness, or legitimacy of the Instructions provided. Additionally, the Company will not proactively screen or reject Instructions based on suspicions of them being repetitive or duplicated, unless other risk parameters trigger such action.

4.19. An Instruction that is duly provided by the Customer and acknowledged by the Company does not, in and of itself, assure that the Crypto-Asset Service can be provided to the Customer. Various factors, including but not limited to system constraints, regulatory impediments, or market volatility, might influence the ultimate provision of the Crypto-Asset Service, even if an Instruction has been accepted.

Company as an intermediary:

4.20. By using the Crypto-Asset Service, the Customer grants the Company the authority to act as an intermediary on their behalf. This authorization empowers the Company to undertake various

actions, including but not limited to, transferring Crypto-Assets among the Customer's Crypto-Asset Account, the Company's accounts, and accounts held by Narvi Payments and other third parties, as required for the Crypto-Asset Service's operation.

5. FEES

5.1. The Company has the right to charge the Customer a fee for using the Crypto-Asset Service in accordance with the Service Price List in force at a given time.

5.2. The Service Price List may be changed in accordance with section 17.

5.3. The Company is not responsible for any fees or commissions charged by third parties.

6. ACCOUNT HISTORY

6.1. The Company shall keep adequate records of the activities in the Customer's Crypto-Asset Account.

6.2. The Customer may download their Crypto-Asset Account transaction history using the format provided and supported by the Crypto-Asset Service at any given time.

6.3. While the Company strives to maintain accurate and up-to-date records, it does not always guarantee the completeness or accuracy of the stored information at all times. The provided transaction history reflects the data available to the Company as of the time of the query.

6.4. In case of any system malfunctions, backups, or data loss, the Company shall make reasonable efforts to restore or correct the data but cannot guarantee the recovery or accuracy of all historical data.

6.5. The Company shall not be liable for any loss, whether direct or indirect, resulting from discrepancies, inaccuracies, or loss of transaction data unless such loss arises from the Company's willful misconduct or gross negligence.

7. COMMUNICATIONS

7.1. The Customer agrees to communicate with the Company through the Crypto-Asset Service and email: exchange@narvi.com.

7.2. The Company is not responsible for any communication failures, delays, or misdeliveries associated with any emails, messages, or notifications sent outside of the designated channels mentioned in section 7.1.

7.3. It is the Customer's responsibility to regularly check their designated email and the Crypto-Asset Service for communications from the Company. The Company shall not be held liable for any consequences or losses arising from the Customer's failure to do so.

7.4. The Company shall not be held liable for any damages or losses resulting from phishing, spoofing, or any other fraudulent or malicious activity related to email communications. The Customer is advised to verify the authenticity of emails purportedly coming from the Company.

8. INFORMATION PROVIDED TO THE COMPANY

8.1. Pursuant to compliance with applicable legislation, the prevention of fraud, or other pertinent considerations, the Company reserves the right to solicit further information from the Customer. The Customer is obliged to furnish the requisite information without undue delay.

8.2. It is the sole responsibility of the Customer to ensure that all information provided to the Company remains updated and accurate.

8.3. Any deliberate provision of false, misleading, or inaccurate information by the Customer may result in immediate termination of this Agreement and may be subject to further legal actions.

9. RIGHTS AND RESPONSIBILITIES OF THE CUSTOMER

9.1. To be eligible to use the Crypto-Asset Service, the Customer shall:

- be either (i) an at least 18-year-old natural person with the capacity to enter into agreements and abide by the terms set forth, or (ii) a legal person established in accordance with any and all applicable laws, and
- not having experienced suspension or removal from the Crypto-Asset Service or any of the Company's or Narvi Payments' services in the past,

9.2. The Customer agrees to use the Crypto-Asset Service only for the purposes permitted by the Agreement and any applicable laws, regulations or generally accepted policies or guidelines in the relevant jurisdiction.

9.3. The Crypto-Asset Account is exclusively designed for the personal use of the Customer. As such, only the Customer holds the right to access and utilize the Crypto-Asset Service. It is imperative for the Customer to act solely as the principal and not as an agent representing any third party within the Crypto-Asset Service, unless there is a specific written agreement with the Company authorizing such representation.

9.4. The Customer is solely responsible for managing and operating their Crypto-Asset Account. The Customer recognizes and agrees that any Instructions provided, and any utilization of the Crypto-Asset Service, stem directly from their independent judgement and decisions.

9.5. The Customer ensures and acknowledges that they possess the ability to evaluate the risks associated with the Crypto-Asset Service. If they deem themselves incapable of such evaluation, they are obliged to cease utilization of the Crypto-Asset Service forthwith.

9.6. The Customer acknowledges that transactions in Crypto-Assets are generally irreversible. The Customer agrees to ensure and verify that all information and Instructions provided to the Company in relation to the use of the Service are accurate, complete, and represents the Customer's own will. The Customer understands and accepts that mistakes in the provided information and/or Instruction can result in permanent loss of Crypto-Assets or other funds. The Customer hereby accepts to be solely responsible for all events and consequences arising from the information and/or Instructions delivered to the Company, and agrees to indemnify and hold the Company harmless against any claims, demands, liabilities, or expenses incurred as a result.

9.7. The Customer is solely responsible for its own reporting duties to relevant authorities, including, but not limited to, tax-related declarations.

9.8. The Customer is explicitly prohibited from using the Crypto-Asset Service for any illicit, unethical, or unauthorized activities. This includes, but is not limited to, market manipulation, money laundering, fraud, or any other actions that violate applicable laws or regulations. The Company reserves the right to monitor and take necessary actions against any activities it deems inappropriate or in violation of this Agreement.

9.9. The Customer bears sole responsibility for the maintenance, condition, and operation of their electronic and communication devices. This includes, but is not limited to, ensuring optimal hardware condition, stable internet connectivity, antivirus protection, data backup, and other relevant technologies.

9.10. The Customer must refrain from any activities that might disrupt, impede, or otherwise adversely affect the Crypto-Asset Service, its underlying servers, or associated networks.

9.11. The Crypto-Asset Service may include links to external third-party websites. Accessing and interacting with such sites is at the Customer's sole discretion and risk.

9.12. The Customer agrees not to send, transmit or store material through the Crypto-Asset Service that is in violation of good practice or law. The Customer also agrees not to encourage others to engage in any such activities. Furthermore, the Customer agrees not to violate anyone's intellectual property rights through the Crypto-Asset Service.

9.13. The Customer agrees to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Service. The Customer agrees to not remove, obscure, or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

9.14. Upon concluding each session, the Customer is obligated to properly log out of the Crypto-Asset Service, irrespective of access via web or mobile application.

9.15. In the event of compromised login credentials, unauthorized access, or any security breach related to the Crypto-Asset Service or Crypto-Asset Account, the Customer must promptly inform the Company at exchange@narvi.com. The Customer remains accountable for all activities transpiring within their Crypto-Asset Account.

9.16. The Customer is unequivocally required to exercise due diligence in all interactions with the Crypto-Asset Service. They must also periodically review and ensure that they consistently adhere to these diligence standards.

10. RIGHTS AND RESPONSIBILITIES OF THE COMPANY

10.1. The Company expressly refrains from furnishing any counsel or recommendations pertaining to Crypto-Assets or the associated Crypto-Asset Service. All communications emanating from the Company shall not, under any circumstance, be deemed or interpreted as proffering advice on the aforementioned subjects.

10.2. The Company does not bear the responsibility to assist or guide the Customer in adhering to pertinent regulations, including but not limited to tax-reporting obligations.

10.3. The Company neither assures nor has any influence over the market valuation of any Crypto-Asset. Customers are advised to exercise their own judgement in assessing the value of Crypto-Assets.

10.4. The Company reserves the exclusive right to decline any transaction within the Crypto-Asset Service, especially if there are grounds to believe that the Customer might engage in illicit activities, demonstrate malevolent intent or partake in any form of market manipulation. The Company is not mandated to elucidate the rationale behind such decisions to the Customer.

10.5. The Customer acknowledges and accepts that the realm of Crypto-Assets is inherently volatile and unpredictable. The Company cannot be held accountable for any unforeseen fluctuations, losses, or adverse effects stemming from the Customer's engagement with Crypto-Assets.

10.6. Any information provided by the Company, be it directly or indirectly, should not be construed as investment advice or recommendation. Customers should proceed with caution and thoroughly consider their choices when dealing with Crypto-Assets.

10.7. The Company owns and retains all proprietary rights in the Crypto-Asset Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Crypto-Asset Service contains copyrighted material, trademarks, and other proprietary information of the Company and its licensors.

10.8. The Service may enable the Customer to view, access, communicate and interact with third party sources, for example, third party websites and services. The Company does not assume any responsibility for the content, actions, or practices of any such sources. The Customer's interaction with such a source and the Customer's use of, and reliance upon, any content provided by such sources are at the Customer's sole discretion and risk.

11. DATA PROTECTION

11.1. Data protection related to the Crypto-Asset Service is described in the relevant privacy notice of the Company.

12. LIABILITY

12.1. The Crypto-Asset Service is provided on an "as is" and "as available" basis. The Company does not guarantee that the Crypto-Asset Service is usable at any given time or that the Crypto-Asset Service will work flawlessly. The Company does not guarantee the uninterrupted and continuous operation of the Crypto-Asset Service.

12.1 A. Nothing in this Agreement shall exclude or limit any liability which cannot be excluded or limited under mandatory provisions of Polish law, towards Customers acting as consumers or as entrepreneurs enjoying consumer rights under Polish law. In case of any conflict between this Agreement and such mandatory provisions, those mandatory provisions shall prevail.

12.2. The Company shall not be held responsible or liable, either directly or indirectly, for any outcomes, damages, or losses that arise from or are related to any actions, omissions, or behaviors of the Customer, including but not limited to the misuse of the Crypto-Asset Service, non-compliance with this Agreement, or any unauthorized or illegal actions conducted within or in relation to the Crypto-Asset Service.

12.3. The Customer is not entitled to compensation due to the termination of this Agreement or due to the termination of the Crypto-Asset Service, **except where such exclusion of liability is not permitted under mandatory provisions of Polish law.**

12.4. In the event of any losses, the Customer is obligated to take immediate and comprehensive measures to minimize the extent of such losses. Should the Customer neglect or fail to take appropriate measures in a timely manner, they shall be held responsible for any additional damages or consequences that arise due to their inaction, and the Company will be indemnified from any liability related to such additional damages.

12.5. To the fullest extent allowed by applicable law and this section 12, in no event will the Company, its affiliates, business partners, licensors or service providers be liable to the Customer or any third person for any indirect, reliance, consequential, exemplary, incidental, special or punitive damages, including without limitation, loss of profits, loss of goodwill, damages for loss, corruption or breaches of data or programs, service interruptions and procurement of substitute services, even if the Company has been advised of the possibility of such damages. **This limitation shall not apply to the extent it would violate mandatory provisions of Polish law, in relations with Customers acting as consumers or as entrepreneurs enjoying consumer rights.**

12.6. Notwithstanding any other provisions herein, any potential liability of the Company, regardless of its nature or the form of action prompting it, shall at no point exceed the aggregate amount paid by the Customer to the Company for the Service in the three (3) months immediately preceding the initiation of such claim, **unless a higher liability threshold is required under mandatory provisions of Polish law.**

12.7. The Customer is responsible for any damage caused to the Company for breaching this Agreement.

13. INDEMNIFICATION

13.1. The Customer agrees to defend, indemnify and hold harmless the Company and the Company's affiliates, and the Company's respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) Customer's use of, or inability to use, the Crypto-Asset Service; (ii) Customer's violation of this Agreement; and (iii) the Customer's violation of any third party right, including without limitation any intellectual property rights or data protection right.

13.2. The Customer specifically agrees to defend, indemnify and hold harmless Narvi Payments and Narvi Payments' affiliates, and Narvi Payments' respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) anything related to the Crypto-Asset Service, and (ii) anything related to this Agreement.

14. SUSPENSION OF THE CRYPTO-ASSET SERVICE AND/OR ACCOUNT

14.1. The Company has a right to suspend the Customer's access to the Crypto-Asset Service and/or Crypto-Asset Account temporarily or permanently due to, but not limited to, the following reasons:

- Exceptional price movements or volatility in the value of the Crypto-Assets within a short timeframe.
- Disruptions to the Crypto-Asset Service, whether anticipated (planned maintenance) or unexpected

(technical issues).

- The Customer's failure to provide requested information within the stipulated timeframe or provision of information that is deemed incomplete, insufficient, or unverified.
- A breach or suspected breach of this Agreement or any applicable law by the Customer.
- The Company's reasonable suspicion that the Customer has not adhered to its obligations towards Narvi Payments or other partners.

14.2. For clarity, the Company may deem other circumstances or situations, not explicitly listed above, as requiring the suspension of the Crypto-Asset Service and/or Crypto-Asset Account to protect its interests, the integrity of the platform, or its other users. The decision in this regard will rest solely with the Company, and the Customer acknowledges and accepts this as binding.

14.3. The Customer acknowledges and accepts that during any period of suspension, they may be unable to access or use the Crypto-Asset Service, regardless of prior approvals or status. The Company shall bear no liability for any potential losses, damages, or inconveniences resulting from such suspension, irrespective of the Customer's prior standing or the nature of the suspension.

14.4. Should the Crypto-Asset Service be suspended, the Company is under no obligation to compensate, refund, or provide any form of relief to the Customer for any losses, direct or indirect, incurred due to said suspension.

15. TERM AND TERMINATION

15.1. The Agreement is in force until further notice.

15.2. Both the the Customer and the Company reserve the right to terminate this Agreement immediately for any reason or for no reason at all. The intention to terminate must be conveyed through the communication channels designated in this Agreement. The Company may also terminate this Agreement if it believes that the Customer's activities violate any provision of this Agreement, any applicable laws, or if the relationship with the Customer adversely affects the Company's reputation. **The foregoing shall apply without prejudice to any mandatory termination rights granted to Customers under Polish law, in particular to consumers and entrepreneurs enjoying consumer rights.**

15.3. Upon termination, should there remain any Crypto-Assets in the Customer's Crypto-Asset Account, the Customer must provide instructions for their transfer or withdrawal within a stipulated timeframe set by the Company. In the absence of such instructions or in scenarios where the transfer or withdrawal cannot be completed due to legal or regulatory reasons, the Company reserves the right to handle the remaining Crypto-Assets in a manner it deems fit, including but not limited to liquidation, with proceeds (if any) returned to the Customer minus any applicable fees or charges. The Company shall not be held liable for any losses incurred during this process. In such case, the Customer must immediately provide all the information asked for by the Company, including but not limited to information related to the AML Act.

16. FORCE MAJEURE

16.1. A Party shall not be held liable for non-performance or delay in performance of any obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil disturbance, embargoes, government actions, fires, earthquakes, floods, or other natural disasters (hereinafter "Force Majeure Events"). This provision shall apply only if the Party affected by such an event has taken all reasonable steps to mitigate its effects.

16.2. The occurrence of a Force Majeure Event entitles the Company to suspend, in whole or in part, the provision of the Crypto-Asset Service for the duration of that event, without any liability. The Company may also, at its sole discretion, extend any time limit or deadline affected by such an event.

16.3. In the event of a Force Majeure Event, the affected Party shall provide prompt written notification to the other party detailing the nature, cause, date of commencement, and the potential duration of the Force Majeure Event. The Company may also provide such notification to its customers through the Crypto-Asset Service, its official website, national media, or any other suitable means. The Party affected shall also notify the other party of any change in circumstances or the termination of the Force Majeure Event.

17. CHANGES TO THE AGREEMENT AND THE CRYPTO-ASSET SERVICES

17.1. At any time, the Company has the right to change this Agreement, amend or stop offering the Crypto-Asset Services or change fees set in the Service Price List (hereinafter "Changes").

17.2. The Company shall inform the Customer about the Changes through the Crypto-Asset Service or email. The Changes shall enter into force on the date specified by the Company, however no earlier than two weeks (14 days) after sending the notice to the Customer, **unless a shorter or longer period results from mandatory provisions of Polish law.**

17.3. This Agreement shall continue in its amended form unless the Customer communicates non-acceptance of the Changes to the Company through the communication channels specified within this Agreement before the effective date of the Changes. The absence of such communication from the Customer by the effective date of the Changes shall be deemed as an explicit endorsement and acceptance of said Changes by the Customer, **subject to section 17.4.**

17.4. If the the Customer does not accept the Changes, the non-acceptance shall automatically lead to the termination of this Agreement according to section 15, **with immediate effect as from the date the Changes would otherwise have entered into force, without prejudice to any rights acquired by the Customer prior to termination.**

18. TRANSFER OF AGREEMENT

18.1. The Company has a unilateral right to transfer this Agreement and the receivables related to it and other rights and obligations in full or in part to the third party.

18.2. The Customer is not entitled to transfer any right or obligations under this Agreement.

19. REGULATORY AUTHORITIES

19.1. The Company is entered in the register of virtual currency activities (virtual asset service provider – VASP) maintained by the **Director of the Tax Administration Chamber in Katowice (Izba Administracji Skarbowej w Katowicach, ul. Paderewskiego 32B, 41-282 Katowice)** under certification number: 2401-CKRDST.4225.560.2024. The Company is subject to Polish anti-money laundering and counter-terrorist financing regulations. The competent authority in the field of counteracting money laundering and terrorist financing is the General Inspector of Financial Information (Generalny Inspektor Informacji Finansowej).

19.2. In procedures relating to consumer protection matters, a consumer may contact the Consumer Ombudsman, which contact information is:

Urząd Ochrony Konkurencji i Konsumentów
pl. Powstańców Warszawy 1
00-950 Warszawa
+48 22 55 60 800
uokik@uokik.gov.pl
ePUAP ePUAP: /UOKiK/SkrytkaESP

20. GOVERNING LAW AND DISPUTES

20.1. Agreement shall be governed by the laws of Poland without regard to its principles and rules on conflict of law.

20.2. If the Customer believes that the Company has acted in violation of this Agreement, the Customer should first contact the Company.

20.3. Any disputes arising out of or in connection with this Agreement which are not resolved amicably shall be submitted to the **common courts of Poland**. For Customers who are **not** consumers and who do not enjoy consumer rights under Polish law, the court having jurisdiction over the registered seat of the Company shall have exclusive jurisdiction.

20.4. If Customer is a consumer or an entrepreneur enjoying consumer rights under Polish law, the provisions of Polish civil procedure regarding the competent court shall apply and the Customer may also have the right to use out-of-court complaint and redress mechanisms. A consumer may, in particular, contact the following authority:

Urząd Ochrony Konkurencji i Konsumentów
pl. Powstańców Warszawy 1
00-950 Warszawa
+48 22 55 60 800
uokik@uokik.gov.pl
ePUAP: /UOKiK/SkrytkaESP

20.5 Nothing in this section 20 shall deprive Customers acting as consumers or entrepreneurs enjoying consumer rights of any mandatory rights they may have under Polish law.

SCHEDULE A – Elixir Group SA – OTC SERVICE TERMS

This schedule A (hereinafter “Schedule A”) is an integral part of the Agreement between the Company and the Customer, and it contains the additional terms for the Company’s over the counter service (hereinafter OTC Service “). The Customer explicitly acknowledges and agrees to the stipulations outlined herein, confirm a thorough understanding of the content and implications of Schedule A as a part of the Agreement.

All terms and references used in this schedule A that are not defined herein shall have the meaning given to them in the Company’s Agreement, as updated from time to time. Where a term is defined both in the Agreement and in this schedule A, for the purposes of this OTC Service, the definition in this Schedule A shall prevail.

For clarity, the OTC Service falls under the umbrella of the Company's Crypto-Asset Service, as defined in the Agreement.

21. MAKING AN ORDER IN THE OTC SERVICE

21.1. The Customer can use the OTC Service by making Crypto-Asset buy, sell and swap orders (hereinafter "Order").

21.2. The Company will solely decide whether the OTC Service is available to use or not and which Crypto-Assets may be available for the Order.

21.3. The Order shall always contain clear and specific Instructions from the Customer through the OTC Service.

21.4. The Company shall unilaterally decide what necessary Instructions the Company requires from the Customer and whether to accept or decline any Instructions presented by the Customer.

21.5. The Company shall unilaterally decide whether to accept the Customers Order or not. The Company may reject the Order and Instructions for any reason and nothing in this Agreement (or otherwise) obliges the Company to enter any Order with the Customer in response to Instruction.

21.6. An Order shall always include the transfer of relevant funds by the Customer to the Company as is specified in the OTC Service, and include the payment of applicable fees, expenses, charges and obligations by the Customer to the Company as is specified in the Agreement.

21.7. By making the Order, the Customer grants the Company the authority to act as an intermediary on their behalf. This authorization empowers the Company to undertake various actions, including but not limited to, transferring Crypto-Assets among the Customer's Crypto-Asset Account, the Company's accounts, and accounts held by Narvi Payments and other third parties, as required for the OTC Service's operation.

21.8. Where any Instruction is ambiguous or inconsistent with any other Instruction, the Company shall be entitled to rely and act upon any Instruction in accordance with any reasonable interpretation thereof which the Company believes in good faith to be the correct interpretation.

21.9. An Instruction that is duly provided by the Customer and acknowledged by the Company does not, in and of itself, assure that the OTC Service can be provided to the Customer or that the Order can be fulfilled. Various factors, including but not limited to system constraints, regulatory impediments, or market volatility, might influence the ultimate provision of the OTC Service or the Order, even if an Instruction has been accepted.

22. FULFILLMENT OF AN ORDER IN THE OTC SERVICE

22.1. The Customer acknowledges and accepts that once the Order is made, the Company may use best endeavors to fulfill Orders, and the Customer cannot cancel the Order. However, the Company may unilaterally decide to return the accepted Order to the Customer and not execute the Order without further obligations towards the Customer.

22.2. The Company may fulfill Orders by netting together the Company's different Customers Orders with same assets to reduce risks involved in the OTC Service.

22.3. The Company may fulfill the Order also only partly (i.e., if there is not enough liquidity on the counterparty). If the Order is fulfilled only partly the Company may fulfill the Order after it is possible and the Customer may not cancel the Order, unless agreed beforehand with the Company.

22.4. As the Order is fulfilled the Company will inform the Customer via email, WhatsApp, phone call or other communication channel.

22.5. The Customer acknowledges and accepts that the Company offers no representation as to or guarantee of liquidity in any Crypto-Asset and the Customer acknowledge and accepts that the Company has no ability to control liquidity and that it takes no responsibility for any loss experienced by the Customer which is caused by or contributed to by illiquidity in any Crypto-Asset. The Customer acknowledges and accepts that the Customer shall bear the sole responsibility and risk in relation to Order entered into by the Customer pursuant to this Agreement.

22.6. The Customer acknowledges that because of the nature of the OTC Service (i.e., operating over the counter, which might involve finding a matching seller/buyer, negotiating prices, or handling large transactions), the fulfillment of Orders may take some time from the Company.

22.7. Without limiting any limitations in the Agreement, the Customer acknowledges and agrees that the Company may not provide the OTC Service under certain circumstances, regardless of the status of an already made Order. Such circumstances include, but are not limited to, the following situations:

- the price of the Crypto-Asset in an Order is subject to an exceptional price movement and high volatility over a short period of time,
- the Crypto-Asset in the Order is not available in the OTC Service,
- the Crypto-Asset in the Order is not available in the OTC Service for the price specified in the Order,
- the OTC Service is unavailable due to a planned or unplanned system disruption,
- operational or technical issues that hinder the Company's ability to provide the OTC Service in accordance with the Agreement, and
- default of the Company, or a third party that has material effects on the functions of the Company (e.g. a bank of the Company).

22.8. The Customer agrees and understands that in the event of a market disruption of any kind, the Company may, in its sole discretion, do one or more of the following: (i) suspend access to the OTC Service or (ii) prevent the Customer from completing any actions via the OTC Service. The Company is not liable for any losses in any form suffered by the Customer resulting from such actions or circumstances said in section 2.16. Following such an event, the Customer agrees and understands that the prevailing market prices may differ significantly from the prices prior to such event.

22.9. The Company shall bear no loss and/or liability whatsoever for failing to accept any Instruction and/or Order for exercising or failing to exercise any discretion, power or authority conferred upon the Company by this Agreement. The Company shall not be liable to the Customer for any and all loss incurred by the Customer arising from any loss or delay in the transmission or wrongful interception of any Instruction and/or Order through an agreed communication channel, including any equipment or system owned and/or operated by or by the Company.

23. PRICES OF ORDERS

23.1. The Company shall not have an obligation to provide prices for the Orders. If prices are provided by the Company, they are provided solely for informative purposes, solely to the Customer and represent only indicative values based on sources available to the Company. Any prices provided by the Company shall not represent the actual terms at which Orders could be made or the actual terms at which existing Orders could be liquidated or unwound.

23.2. Prices are always provided in response to the Customer's request and shall consist of either a bid price and an offer price or both a bid price and an offer price, as determined by the Company in its sole discretion.

23.3. Prices are proprietary in nature and so the prices made available by the Company may differ to other prices provided in the relevant Crypto Asset by other providers. Prices are subject to constant change

and whilst the Company seeks to provide prices that are up to date, circumstances may arise where prices provided are invalid by the time that the Instruction is received by the Company in relation to that price. The Company shall determine how long prices remain valid in its sole discretion. The Instruction or Order submitted in relation to a price that is no longer valid will be rejected.

23.4. The Customer acknowledges and agrees that the Company shall determine prices in its sole discretion and may discontinue providing prices in some or all Crypto-Assets at any time for any reason. The Company provides no representations as to the accuracy or fitness of prices for the purpose of OTC Service use, nor does the Company accept any responsibility for any loss incurred by the Customer arising out of or in connection with the Customer's use of OTC Service.

24. SPECIAL RIGHTS AND RESPONSIBILITIES OF THE CUSTOMER IN THE OTC SERVICE

24.1. In addition to the responsibilities of the Customer in the Agreement, the Customer also:

- Reaffirms that it possesses the ability to evaluate the risks associated with the OTC Service and the Crypto-Assets in general. If the Customer deems itself incapable of such evaluation, the Customer is obliged to cease utilization of the OTC Service immediately.
- Ensures that all Instructions and Orders provided to the Company are accurately conveyed and solely based on the Customer's independent decisions, further safeguarding the Company from any discrepancies or miscommunications.
- Acknowledges and accepts that prices may fluctuate due to Crypto-Asset market movements, and understands that the Company has no control over the final price of the Order.
- Acknowledges and accepts that, at the sole discretion of the Company, the Order may not be fulfilled either partially or in its entirety, even though the Instruction and the Order are accepted by the Company.
- Pays any applicable fees, expenses, charges and obligations related to the OTC Service as specified by the Company from time to time, together with any other amounts payable to the Company under the Agreement.

Last update – 10.11.2024