

INVITY FINANCE S.R.O.

GENERAL TERMS AND CONDITIONS

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GENERAL

- 1.1 These Terms and Conditions ("**Terms**") govern the terms for using the Invity App and accessing the Services we provide through it.
- 1.2 By accessing or using or registering to use the Invity App or the Services, you agree unconditionally to be bound by any terms and conditions set out herein. These Terms constitute a legally binding agreement ("**Agreement**") from the moment you first access and/or start using the Invity App or our Services. The Agreement is concluded for an indefinite period.
- 1.3 You agree to comply with any applicable laws, regulations and requirements that may govern your access to and use of our Services including but not limited to those relating to cryptoasset exchanging and anti-money laundering.
- 1.4 If you do not fully agree to these Terms, you may neither access, nor use the Invity App or our Services.
- 1.5 If you wish to access and use our Services, you must confirm your acceptance of these Terms in the Invity App. This acceptance also covers the provision of Custody, the terms of which are set out below (Article 9).
- 1.6 We may need to amend or supplement these Terms from time to time. We will always endeavor to notify you of such changes in advance or before the effective date of the change via the App or to your email address, but we encourage you to check the Terms available on our Website regularly yourself – the date of the last update is always indicated in the header of the Terms.
- 1.7 You have the right to terminate the Agreement before the date on which the change to these Terms is to take effect, free of charge and with immediate effect, and to transfer the cryptoassets to the External Wallet or sell them and redeem Fiat Currency. However, if you leave the cryptoassets in our Custody or otherwise continue to use the Services after the changes become effective, you will be deemed to have accepted the changes.
- 1.8 We reserve the right to remove any cryptoassets from our Services at any time by notifying Users who have such funds in our Custody. We will set out in the notice reasonable time limits for stopping the acceptance of deposits, trading and transferring of the cryptoasset in question. If a User fails to withdraw cryptoassets by the notified deadline, a special fee will be applied for the deposit of the delisted cryptoassets. The amount of the fee will be determined separately for each cryptoasset discarded. We will notify Users who have decommissioned cryptoassets in their accounts of the amount and due date of this fee.
- 1.9 The Company holds a License and is subject to supervision by the CNB.
- 1.10 Please note that the Services are not covered by any guarantee fund.

1.11 In the event of a conflict between the language versions of this document, the Czech version shall prevail.

2. DEFINITIONS

"Invity App" means the Invity mobile and web application developed and operated by Invity, which is available on the internet.

"Authorization" refers to the User's agreement to the implementation and execution of an Order.

"Bitcoins" refers to a cryptocurrency "bitcoin" or portion thereof, or another cryptocurrency or a portion thereof, representing a digital cryptoasset that operates independently of a central bank and uses a decentralized network to record transactions, called a blockchain. New units of Bitcoin are created through a computational process called 'mining'. Where Bitcoin is referred to in these Terms, it means the Supported Cryptoassets solely.

"CNB" means the Czech National Bank, Na Příkopě 28, Prague 1, www.cnb.cz.

"External Wallet" refers to a wallet that is not managed by Invity and to which only the User has access and to which Bitcoins can be transferred to or from.

"Fiat Currency" refers to the currency issued by the government, mainly but not exclusively, Czech crowns and Euros.

"One-time Purchase Order" refers to the request from the User for the execution of a one-time Purchase.

"License" means the authorization to operate as a crypto-asset service provider under Article 62 of Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937 (the **"MiCA Regulation"**).

"We" or **"Invity"** refers to the company Invity Finance s.r.o., company registration number 223 69 775, with registered office at Kundratka 2359/17a, Libeň, 180 00 Prague 8, Czech Republic, mobile: +420 770 312 706, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 415559, e-mail: support@invity.io, with the main business of providing services related to cryptoassets, in particular custody, exchange of cryptoassets for funds or other cryptoassets and transfers.

"Purchase" refers to the purchase of Bitcoins by the User from Invity based on the User's Purchase Order.

"Order" refers to the One-time Purchase Order, Recurring Purchase Order, Purchase Order, Sell Order, Exchange Order, Regular Purchase Order, Turbo Purchase Order and Turbo Purchase Plus Order.

"Purchase Order" refers to the One-time Purchase Order, Recurring Purchase Order, Regular Purchase Order, Turbo Purchase Order and Turbo Purchase Plus Order.

"Regular Purchase Order" refers to setting the User's request to perform a Regular Purchase.

"Turbo Purchase Order" refers to setting the User's request to perform a Turbo Purchase.

"Turbo Purchase Plus Order" refers to setting the User's request to perform a Turbo Purchase Plus.

"Sell Order" refers to the request from the User for the execution of a Sale.

"Exchange Order" refers to the request from the User for the execution of an Exchange.

"Recurring Purchase Order" refers to the request from the User for the execution of Purchases on a recurring basis (referred to in the Invity App as Auto Buy).

"Authentication" refers to the procedure used by Invity to verify the identity of the User, including but not limited to, the use of the User's personalized security credentials.

"Supported Cryptoassets" refers to the cryptoassets (Bitcoins) in respect of which we may provide Services to you through the Invity Application as currently offered. You can find the current list of Supported Cryptoassets on the Website in the *"Legal"* section.

"Fee" refers to the remuneration payable by the User to Invity for the provision of the Services, in Fiat Currency or, in the case of an Exchange, as a percentage of the amount of the cryptoasset used for the Exchange or the Target cryptoasset and the corresponding amount of such cryptoasset.

"Regular Purchase" refers to a regular purchase of cryptoassets made by Invity for the User, the amount of which is determined by an automated calculation based on the market price of the cryptoasset and its deviation from the historical average.

"Original Calculation" means the existing method of automated calculation of the Regular Purchase amount under Article 6 and the document Description of the Calculation of the Regular Purchase Order published on the Website in the *"Legal"* section.

"Improved Calculation" means the improved method of automated calculation of the Regular Purchase amount in the "combined" mode, which compared to the Original Calculation reaches the maximum amount sooner and responds to price movements faster. It is described in the document Description of the Calculation of the Regular Purchase Order published on the Website in the *"Legal"* section and is also used for Turbo Purchase Plus.

"Turbo Purchase" refers to a recurring purchase of Bitcoins by the User from Invity connected with an additional purchase of Bitcoins made by Invity on its own behalf and on its own account which the User agrees to buy from Invity in the future for the original purchase price paid by Invity, whereas such a possibility is subject to a Fee ("**Turbo Fee**").

"Turbo Purchase Plus" means a variant of Turbo Purchase in which the amount of each recurring Purchase is not determined by a fixed amount but by the Improved Calculation within a range between a minimum and maximum amount chosen by the User. The provisions on Turbo Purchase shall apply mutatis mutandis to Turbo Purchase Plus, unless expressly stated otherwise.

"Turbo Purchase Period" refers to the recurring term linked to the User's payment frequency under Turbo Purchase (e.g. weekly, biweekly, monthly).

"Sale" refers to the sale of the User's Bitcoins to Invity based on the User's Sell Order.

"Services" means all services provided by Invity within the Invity Application, in particular the Bitcoin Purchase, Regular Purchase, Turbo Purchase, Turbo Purchase Plus, Sale and Exchange, and Bitcoin Custody Services.

"Exchange" means the exchange of Bitcoins for other Bitcoins between the User and Invity pursuant to the User's Exchange Order.

"Party" or **"Parties"** refer to Invity and the User, either individually or collectively.

"Custody" means the custody of Bitcoins provided to the User by Invity, following a Purchase or an incoming external transaction, unless the User chooses to transfer directly to their own External Wallet.

"User Account" refers to the account opened by the User within the Invity App.

"You" or **"User"** refers to anyone, whether legal or natural person, accessing and using our Services.

"Website" refers to the website <https://invity.io/>.

Any capitalized terms used herein shall have the meaning given to them in this Section 2 ("*Definitions*") section unless explicitly stated otherwise.

The section headings in these Terms of Use are for convenience only and shall not govern the meaning or interpretation of any terms and clauses herein.

3. SERVICES

3.1 Services provided to you by Invity include Purchase, Regular Purchase, Turbo Purchase, Turbo Purchase Plus, Sale, Exchange and Custody.

3.2 Purchase and Sale Services are provided on the basis of your Orders. Each Order must be submitted using your User Account in the Invity App. Every time

you access your User Account, we will perform Authentication. To execute each Order, we will need your Authorization. In the event that the Authorization fails or is unsuccessful, or in the event that you fail to perform all that is required for the relevant Order under these Terms, we will consider the relevant Order as if it had never existed.

- 3.3** You may only proceed to Authorization if you have sufficiently verified your identity using multi-factor authentication, which includes methods such as passwords, SMS one-time passwords (SMS-OTP), time-based one-time passwords, email verification, and biometric authentication (e.g., fingerprint or facial recognition). You may be asked to provide different factors depending on your Inivity App activity. Each Order may include multiple levels to perform Authorization.
- 3.4** At no point during the Purchase, Regular Purchase, Turbo Purchase, Turbo Purchase Plus or Sale are we in possession of, or in control of Fiat Currency funds belonging to you. Any Fiat Currency funds you send us with during a Purchase or Regular Purchase, or we send you during Sale are considered to be our property from the moment they arrive to our accounts or the accounts of our providers, to the moment they leave those accounts.
- 3.5** We may charge you a Fee for some of our Services.
- 3.6** Where a Sale, Exchange or other transfer of Bitcoins from an External Wallet, or a Purchase or other transfer to an External Wallet is carried out, we have a transfer services policy in place (Transfer Services Policy). A summary of this policy is published on the Website in the “*Legal*” section. By using our Services, you expressly acknowledge and agree that the transfer of Bitcoins will be carried out in accordance with this policy.

4. PURCHASE

- 4.1** To perform a Purchase, you need to submit a Purchase Order.
- 4.2** For One-Time Purchase Order, you need to:
- (i) state the amount of Fiat Currency to be utilized for the Purchase;
 - (ii) choose whether you wish to transfer the purchased Bitcoins to the Custody or to the External Wallet;
 - (iii) choose a payment method to fund the Purchase;
 - (iv) accept the Fee that you will pay for the Purchase;
 - (v) accept the proposed purchase rate; and
 - (vi) confirm the above-mentioned details with your Authorization.
- 4.3** For Recurring Purchase Order (Auto Buy), you need to:

- (i) state the amount of Fiat Currency to be utilized for each Purchase;
- (ii) specify the frequency the Purchase recurrence;
- (iii) choose whether you wish to transfer the purchased Bitcoins to the Custody or to the External Wallet;
- (iv) choose a payment method to fund the Purchases;
- (v) accept the Fees that you will pay for each Purchase;
- (vi) accept the proposed purchase (exchange) rate for the first Purchase;
and
- (vii) confirm the above-mentioned details with your Authorization.

4.4 You may choose to terminate the Recurring Purchase Order at any time, without any consequences, unless expressly stated otherwise in the Invity App.

4.5 Before submitting any Purchase Order according to this Article 4, we advise you to ensure that the amount of Bitcoins to be purchased is correct and that you agree to the quoted exchange rate.

4.6 When we perform the Purchase specified by the Purchase Order according to this Article 4, it is regarded to be performed and processed. Once correctly completed and processed, a Purchase Order cannot be canceled.

Purchase exchange rate

4.7 In the event that all payment methods as set out in clause 11.1 below are used, the Purchase, according to the Article 4, will be made at the exchange rate prevailing at the time the funds are credited to our account. However, if such exchange rate deviates by more than 10% from the exchange rate originally accepted by you to your detriment, the Purchase Order, under the Article 4, will not be executed and will be voided unless you confirm to us that you insist on execution at that exchange rate.

4.8 The current exchange rate is available in the Invity App in the section "Buy". The Company determines the purchase rate based on a reference market rate provided by a selected exchange or another third party, to which a spread (margin) reflecting, among other things, the market volatility of the given cryptoasset may be added.

5. TURBO PURCHASE (TURBO BUY)

5.1 Turbo Purchase is a Service combining the Purchase of Bitcoins by the User and the purchase of Bitcoins by Invity, whereas the User agrees to purchase such Bitcoins ("**Bitcoins matched by Turbo**") within the Turbo Purchase Period for the original purchase price paid by Invity ("**Bitcoins matched by**

Turbo Price”). The User will pay Invity a standard Fee for the Purchase and an additional Turbo Fee for the possibility to purchase the Bitcoins matched by Turbo for the Bitcoins matched by Turbo Price.

- 5.2** To secure the obligations of the User to pay the Bitcoins matched by Turbo Price and the Turbo Fee(s), the Bitcoins purchased by the User with the Turbo Purchase shall be held in reserve (“**Reserve**”) and may not be sold, withdrawn or otherwise disposed of by the User until the settlement of the Turbo Purchase, as per Article 5.20 et seq.
- 5.3** You may set up Turbo Purchase of Bitcoins in the Invity App by submitting a Turbo Purchase Order.
- 5.4** For Turbo Purchase Order, you need to:
- (i) state the amount of Fiat Currency to be utilized for each Purchase;
 - (ii) specify the frequency of the Purchase recurrence and the Turbo Purchase Period;
 - (iii) choose a payment method to fund the Purchases;
 - (iv) accept the Fees that you will pay for each Purchase;
 - (v) accept the Turbo Fee that you will pay for each Turbo Purchase Period;
 - (vi) accept the proposed purchase (exchange) rate for the first Purchase; and
 - (vii) confirm the above-mentioned details with your Authorization.
- 5.5** Articles 4.7 and 4.8 on the exchange rate shall also apply to Turbo Purchases.

Turbo Purchase Period

- 5.6** Bitcoins matched by Turbo may be purchased by the User within the Turbo Purchase Period, which shall be equivalent to the payment frequency chosen by the User when submitting the Turbo Purchase Order (e.g. weekly, biweekly, monthly) for the Bitcoins matched by Turbo Price.
- 5.7** If the User makes a payment on time based on the chosen payment frequency, a new Turbo Purchase Period shall begin automatically, during which the User may purchase the consolidated amount of Bitcoins matched by Turbo for the consolidated Bitcoins matched by Turbo Price.
- 5.8** If the User fails to make a payment on time based on the chosen payment frequency, the Turbo Purchase Period shall be automatically renewed and the User may purchase the original amount of Bitcoins matched by Turbo for the original Bitcoins matched by Turbo Price, without any consolidation.

5.9 The Turbo Purchase Period shall end only when the Turbo Purchase has been settled and closed, as described below in Article 5.20 et seq.

Bitcoins matched by Turbo Price

5.10 The Bitcoins matched by Turbo Price shall be equal to the price paid by Invity for the Bitcoins matched by Turbo purchased by Invity based on the User’s Turbo Purchase.

5.11 Upon each payment for the Turbo Purchase, the Bitcoins matched by Turbo Price applicable to all the Bitcoins matched by Turbo shall be consolidated and recalculated as a weighted average of (i) the Bitcoins matched by Turbo Price applicable to the Bitcoins matched by Turbo prior to the consolidation and (ii) the Bitcoins matched by Turbo Price for the Bitcoins matched by Turbo associated with the new payment for the Turbo Purchase.

5.12 The weighted average Bitcoins matched by Turbo Price shall be calculated according to the following formula:

$$P_{new} = \frac{(P_{old} \times BTC_{old}) + (P_{payment} \times BTC_{payment})}{BTC_{old} + BTC_{payment}}$$

where “*P_{new}*” is the new Bitcoins matched by Turbo Price, “*P_{old}*” is the Bitcoins matched by Turbo Price applicable prior to the new payment, “*BTC_{old}*” is the amount of Bitcoins matched by Turbo prior to the new payment, “*P_{payment}*” is the Bitcoins matched by Turbo Price applicable to the new payment and “*BTC_{payment}*” is the amount of Bitcoins matched by Turbo purchased by Invity with the new payment.

5.13 The Bitcoins matched by Turbo Price under the previous clause 5.12 shall apply to all the Bitcoins matched by Turbo until further consolidation occurs with a new payment and subsequent Turbo Purchase.

Reserve

5.14 The Bitcoins purchased by the User with the Turbo Purchases shall be held in Reserve. The User shall not be entitled to sell, withdraw or otherwise dispose of the Bitcoins in the Reserve and such Bitcoins must remain in the Custody of Invity until the settlement of the Turbo Purchase, as per Article 5.20 et seq.

5.15 The User acknowledges and agrees that Invity shall be entitled, (i) in the event of non-payment of the Turbo Fees as described in Article 5.19 below or (ii) when necessary for the settlement and closure of the Turbo Purchase as described in Articles 5.20 et seq. below, to sell a portion of Bitcoins in Reserve in order to obtain Fiat Currency for the settlement of such amounts. For this purpose, the User hereby grants Invity an irrevocable and unconditional authorization to execute a conditional Sell Order (“**Conditional Sell Order**”) with respect to the necessary portion of the Bitcoins in Reserve, under the conditions set out in the respective articles of this Section.

Turbo Fee

- 5.16** The User shall pay the Turbo Fee to Invity for the utilization of the Turbo Purchase Service for each Turbo Purchase Period. The amount of the Turbo Fee shall be calculated as a percentage of the amount in Fiat Currency paid by Invity for the purchase of the Bitcoins matched by Turbo.
- 5.17** The Turbo Fee shall be due and payable after each Turbo Purchase Period ends.
- 5.18** If the User makes a payment on time based on the chosen payment frequency, the Turbo Fee shall be automatically deducted from the User's incoming payment in Fiat Currency before the execution of the Purchase of Bitcoins. If the User fails to make one payment on time based on the chosen payment frequency, the Turbo Fee owed shall be automatically deducted from the User's incoming payment in Fiat Currency together with the new Turbo Fee upon the next payment, before the execution of the Purchase of Bitcoins.
- 5.19** If the User fails to make more than one payment on time based on the chosen payment frequency, the Turbo Fees owed shall be deducted from the Reserve. In such case, the Turbo Fees owed shall be calculated in Fiat Currency and Invity shall be entitled to deduct and sell the necessary portion of the Bitcoin in Reserve, at the then applicable exchange rate, based on the User's Conditional Sell Order, solely to the extent necessary to settle such outstanding Turbo Fee(s).

Settlement

- 5.20** The Turbo Purchase shall end upon full settlement of the Bitcoins matched by Turbo Price and all the Turbo Fee(s) owed.
- 5.21** The User may terminate the Turbo Purchase and settle the Bitcoins matched by Turbo Price at any time without stating a reason. In such case, the User shall pay to Invity any Turbo Fee(s) owed and an Exit Fee, calculated as the amount of Turbo Fee(s) that the User would have paid until the end of the respective calendar month, had the Turbo Purchase not been terminated. The Turbo Fee(s) owed and the Exit Fee shall be calculated in Fiat Currency and deducted from the Reserve. Invity shall be entitled to deduct the necessary portion of the Bitcoin in Reserve and perform a Sale of such portion, at the then applicable exchange rate, based on the User's Conditional Sell Order, solely to the extent necessary to settle such amounts.
- 5.22** Invity may terminate the Turbo Purchase and is entitled to automatically settle the Bitcoins matched by Turbo Price for the User only if one of the following conditions is met:
- (i) A liquidation event occurs, as described below in Article 5.24 et seq.;
 - (ii) The User breaches these Terms;

- (iii) The User fails to comply with KYC/AML requirements;
- (iv) The User's User Account is terminated; or
- (v) Invity is required to terminate the provision of the Turbo Purchase Service due to a governmental, court and/or regulatory authority decision.

5.23 To settle and close the Turbo Purchase, the User shall pay to Invity the Bitcoins matched by Turbo Price ("**Settlement Amount**"). The Settlement Amount may be settled in the following ways:

- (i) If the Settlement Amount is lower than the Fiat Currency value of the Bitcoins in Reserve, Invity shall be entitled to deduct a corresponding amount of Bitcoin from the Reserve and perform a Sale based on the User's Conditional Sell Order. The proceeds of such Sale shall be used to pay the Settlement Amount. At the moment of settlement, all the Bitcoins matched by Turbo shall be deemed purchased by the User, transferred to regular Custody together with any surplus of the Bitcoins in Reserve remaining after deduction, and the User will gain the right to sell or withdraw such Bitcoins;
- (ii) If the Settlement Amount is higher than the value of the Fiat Currency value of the Bitcoins in Reserve, Invity shall first transfer all the Bitcoins matched by Turbo to the Reserve at which moment, all the Bitcoins matched by Turbo shall be deemed purchased by the User. Invity shall then be entitled to deduct an amount of Bitcoins in Reserve corresponding to the Settlement Amount from the Reserve and perform a Sale based on the User's Conditional Sell Order. The proceeds of such Sale shall be used to pay the Settlement Amount. Any surplus of the Bitcoins in Reserve remaining after deduction shall be transferred to regular Custody, and the User will gain the right to sell or withdraw such Bitcoins;

Liquidation event

5.24 A liquidation event occurs when the Fiat Currency value of the Bitcoins in Reserve drops to or below the effective liquidation rate, calculated as follows:

$$ELR = \frac{V1}{V2} \times (1 + Buffer)$$

where **ELR** is the effective liquidation rate, **V1** is the Fiat Currency value of the Bitcoins in Reserve, **V2** is the current Bitcoins matched by Turbo Price, and **Buffer** is the liquidation buffer of 4%.

5.25 Invity shall monitor the effective liquidation rate continuously and provide alerts to the User via email and/or notifications in the Invity App at predetermined

thresholds. Such alerts are for informational purposes only and do not affect Invity's rights under this Section 5.

- 5.26** Upon the occurrence of the liquidation event, Invity shall be entitled to terminate the Turbo Purchase and automatically settle the Bitcoins matched by Turbo Price for the User in accordance with Article 5.20 et seq.
- 5.27** Invity's claim against the User arising from the Turbo Purchase (in particular the Bitcoins matched by Turbo Price and any Turbo Fee(s) owed) is limited to the value of the Bitcoins in Reserve at the time of their sale. If the proceeds from the sale of the Bitcoins in Reserve are insufficient to settle these claims, the difference shall be borne by Invity and the User shall not be liable for it.

Turbo Purchase Plus (Turbo Buy Plus)

- 5.28** Turbo Purchase Plus is a variant of Turbo Purchase that combines Turbo Purchase with the Improved Calculation of Regular Purchase. All provisions of this Article 5 on Turbo Purchase shall apply mutatis mutandis to Turbo Purchase Plus, unless expressly stated otherwise in this subsection.
- 5.29** Within Turbo Purchase Plus, the amount of each recurring purchase for each Turbo Purchase Period shall be determined automatically by the Improved Calculation within a range between a minimum and maximum amount set by the User. The Fee for the Purchase, the Turbo Fee and the amount of Bitcoins matched by Turbo shall be derived from the Purchase amount so determined.
- 5.30** For a Turbo Purchase Plus Order, the following is required:
- (i) to state a minimum and maximum amount in Fiat Currency from which the amount of each Purchase will be determined by the Improved Calculation;
 - (ii) to set the frequency of the recurring Purchase and the Turbo Purchase Period ;
 - (iii) to choose a payment method for funding the Purchases;
 - (iv) to accept the Fee you will pay for each Purchase;
 - (v) to accept the Turbo Fee you will pay for each Turbo Purchase Period;
 - (vi) to accept the proposed purchase rate for the first payment; and
 - (vii) to confirm the above information through Authorization.
- 5.31** The Improved Calculation used for Turbo Purchase Plus and its parameters are described in the document Description of the Calculation of the Regular Purchase Order (Auto Buy Plus) and Turbo Purchase Plus published on the Website in the "Legal" section.

6. REGULAR PURCHASE (AUTO BUY PLUS)

6.1 You may set up Regular Purchase of selected cryptoassets in the Inivity App.

6.2 For a Regular Purchase Order, the following is required:

- (i) to state a minimum and maximum amount of each individual Purchase in Fiat Currency, from which the amount of each Purchase will be determined;
- (ii) to choose the frequency of the Regular Purchase (once a week, once every two weeks, or once a month);
- (iii) to choose a payment method for funding the Purchases;
- (iv) to accept the Fee you will pay for each Purchase;
- (v) to accept the proposed purchase rate for the first payment; and
- (vi) to confirm the above information through Authorization.

6.3 The amount of each Regular Purchase Order is calculated automatically based on the current market price of the cryptoasset compared to its 120-week moving average. The resulting amount of the Regular Purchase Order is always limited to the maximum amount set by the User. In “combined” set-up, the User may also specify a minimum amount for the Regular Purchase Order.

6.4 If the calculation of the Regular Purchase Order according to the above parameters in the “combined” set-up determines an amount lower than EUR 30, the transaction will be executed for this minimum amount of EUR 30.

6.5 If the calculation of the Regular Purchase Order according to the above parameters in “normal” set-up determines an amount of EUR 0, the transaction will not be executed. However, if the calculation determines an amount higher than EUR 0 but lower than EUR 30, the transaction will be executed for this minimum amount of EUR 30.

6.6 The amount of the Fee for processing a Regular Purchase Order is governed by Article 12.3 of these Terms and Conditions. The exact amount of the purchased cryptoasset will be displayed to the User after the Regular Purchase has been made.

6.7 Articles 4.7 and 4.8 on the purchase rate shall also apply to Regular Purchases.

6.8 In addition to the Original Calculation, the Improved Calculation is also available in the “combined” mode. With the Improved Calculation, the resulting amount of the Regular Purchase Order is always limited by the maximum

amount set by the User, and the Purchase is executed in at least the minimum amount set by the User. A newly configured Regular Purchase can only be activated in the “combined” mode with the Improved Calculation. The “normal” mode and the Original Calculation remain available only to Users who were using them as of 30 June 2026.

- 6.9** We will switch an already configured Regular Purchase to the Improved Calculation only based on the User’s express consent given in the Inivity App, and it shall apply only to Regular Purchases executed after such consent is given. Switching back to the Original Calculation or to the “normal” mode is not possible.
- 6.10** A Regular Purchase using the Improved Calculation is executed at the frequency chosen by the User, namely once a week, once every two weeks, or once a month. The User chooses the frequency when setting up the Regular Purchase. A Regular Purchase in the “normal” mode or using the Original Calculation is executed once a week, always on Monday.
- 6.11** The description of the calculation of the Regular Purchase Order, the individual modes and the parameters used is available on the Website in the “*Legal*” section.

7. SALE

7.1 To perform a Sale, you need to submit a Sell Order.

7.2 For Sell Order, you need to:

- (i) state the amount of Bitcoins to be sold for Fiat Currency;
- (ii) choose whether you want to sell Bitcoins from the Custody or the External Wallet;
- (iii) choose a payment method to be utilized to transfer the proceeds of the Sale to your account;
- (iv) accept the Fee that you will pay for the Sale;
- (v) accept the proposed exchange rate; and
- (vi) confirm the above-mentioned details with your Authorization.

7.3 Before submitting any Sell Order, we advise you to ensure that the amount of Bitcoins to be sold matches your Order, the amount is not lower than 80 EUR or its equivalent in another Fiat Currency, and that you agree to the quoted exchange rate.

7.4 When we perform the Sale specified by the Sell Order, it is regarded to be performed and processed. Once correctly completed and processed, a Sell Order cannot be canceled.

Sale exchange rate

7.5 In the case of a Sale involving Bitcoins from the Custody, the Sale will be made at the proposed sale rate accepted by you (clause 7.2(v) above), provided that we accept the Sale Order at the time it is Authorized by you.

7.6 In other cases (for example, when selling Bitcoins from an External Wallet), the Sale will be made at one of the exchange rates proposed by Invity to Users at the time we accept your Bitcoins into our account. However, if such exchange rate deviates by more than 10% from the exchange rate originally accepted by you to your detriment, the Sale Order will not be executed and will be voided unless you confirm to us that you insist on execution at that exchange rate.

7.7 The current sale rate is available in the Invity App in the section "Sell". The Company determines the sale rate based on a reference market rate provided by a selected exchange or another third party, to which a spread (margin) reflecting, among other things, the market volatility of the given cryptoasset may be added.

8. EXCHANGE

8.1 To perform an Exchange, you need to submit an Exchange Order.

8.2 For Exchange Order, you need to:

- (i) specify the amount and type of cryptoassets to be used for the Exchange;
- (ii) choose whether you wish to exchange cryptoassets from the Custody or the External Wallet;
- (iii) choose whether you wish to transfer the target cryptoasset to the Custody or the External Wallet after the transaction;
- (iv) select the target cryptoasset available in the Invity App that you wish to obtain as part of the Exchange;
- (v) accept the Fee that you will pay for the Exchange;
- (vi) accept the proposed exchange rate; and
- (vii) confirm the above-mentioned details with your Authorization.

- 8.3 Before submitting any Exchange Order, we advise you to ensure that the amount of cryptoassets to be exchanged matches your Order and that you agree to the quoted exchange rate.
- 8.4 When we perform the Exchange specified by the Exchange Order, it is regarded to be performed and processed. Once correctly completed and processed, an Exchange Order cannot be canceled.
- 8.5 Due to our internal processes, we may hold your Bitcoins on your behalf until our checkout operations are completed.

Exchange rate

- 8.6 In the case of an Exchange involving Bitcoins from the Custody, the Exchange will be made at the proposed exchange rate accepted by you (clause 8.2(vi) above), provided that we accept the Exchange Order at the time it is Authorized by you.
- 8.7 In other cases (for example, when exchanging Bitcoins from an External Wallet), the Exchange will be made at one of the exchange rates proposed by Invity to customers at the time we accept your Bitcoins into our account. However, if such exchange rate deviates by more than 10% from the exchange rate originally accepted by you to your detriment, the Exchange Order will not be executed and will be voided unless you confirm to us that you insist on execution at that exchange rate.
- 8.8 The current Exchange Rate is available in the Invity App in the section "Exchange". The Company determines the exchange rate based on a reference market rate provided by a selected exchange or another third party, to which a spread (margin) reflecting, among other things, the market volatility of the given cryptoasset may be added.

9. CUSTODY

- 9.1 Purchased Bitcoins are stored in our Custody and made available to you within the Invity App or transferred to your External Wallet.
- 9.2 You may also store Bitcoins in our Custody you have obtained in another way than through a Purchase or Exchange. **In such a case, we reserve the right to verify the origin of the incoming Bitcoin transaction, to require that the transaction be accompanied by information as required by law (in particular Regulation (EU) 2023/1113), and to refuse a transaction based on our risk analysis.**
- 9.3 **In case we reject an incoming Bitcoin transaction, all transaction fees charged to you by the blockchain network are your sole responsibility and you agree that there should be no reimbursement from Invity from such fees. The same applies to outgoing transfers from the Custody and when you choose to have Bitcoin transferred to the External Wallet as**

part of a Purchase or Exchange. You will be notified of any refusal if the law allows us to do so.

9.4 There are network fees associated with Bitcoin transactions, which change from time to time. To ensure that we cover our costs of conducting a Bitcoin transaction, we have established minimum thresholds for certain Bitcoins below which a Bitcoin transaction cannot be conducted. The current minimum thresholds are available in the "Submit" section of the Invity App.

9.5 The Bitcoins you Purchase through our Services become your property immediately after the Purchase or Exchange.

9.6 We control Bitcoins that you purchase through our Services or store in our Custody on your account immediately after the Purchase, Exchange, or deposit into Custody. You are the owner of these Bitcoins. These Bitcoins are not subject to enforcement of a decision or execution against Invity's assets and do not become part of Invity's insolvency estate in the event of its insolvency. In the event of Invity's insolvency, a special insolvency administrator shall release the Bitcoins to the customers without undue delay.

You have full control over your Bitcoins. We can only dispose of these Bitcoins based on an Order or a request for withdrawal of Bitcoins that you send us. This means that under these Terms and Conditions, you can tell us when to sell, transfer, and withdraw your actual share of the Bitcoins we hold for you.

9.7 Bitcoins in the Custody are stored in one or more virtual accounts that also hold cryptoassets of other Invity users. You will not have a separate cryptoasset account. You can use the Invity App to determine the amount of Bitcoins we hold on to your behalf. If we deem it appropriate, we may delegate the holding of your Bitcoins to a third party (another provider). We would refer to this person (another provider) as a subcustodian. There will be no contractual relationship between you and our chosen subcustodian.

9.8 A summary of our custody rules (Custody Policy), which govern, among other things, the principles of custody and management of Bitcoins or a description of the security systems we use in this regard, is published on the Website in the "*Legal*" section.

9.9 You have the right to request from us at any time a statement of the Bitcoins in our Custody that you own. We will provide this statement to you for download to your device or email address, and it will include at least the type of cryptoasset in question, its balance, its value and information about transactions involving Bitcoins made during the selected period.

9.10 You may also at any time request to transfer Bitcoins deposited in our Custody to any External Wallet. Any transfer to an External Wallet is subject to network transaction fees, which will be set out in the Invity App before you Authorize an Order. These fees are charged by the blockchain, or other distributed ledger

technology (“DLT”) and we are not responsible for these additional fees but collect them on behalf of our third-party Custody provider.

9.11 You must provide a true, accurate and complete address of your External Wallet when requesting a transfer of Bitcoins to an External Wallet. You acknowledge and agree that we shall not be liable for any damages caused by the provision of an incorrect, incomplete or inaccurate address. By providing the External Wallet address, you also confirm that it is the correct address for the withdrawal and that the address belongs to you. We do not verify the validity of the address you provide and are not responsible for it.

9.12 Bitcoins you purchased through the Turbo Purchase Service are stored in our Custody but are subject to the arrangements set out in Section 5 of these Terms, meaning they are reserved for the settlement of the Turbo Purchase and may not be sold or withdrawn by you until the Turbo Purchase has been fully settled. All other provisions related to Custody remain applicable to the Bitcoins you purchase through the Turbo Purchase, except to the extent explicitly modified by Section 5 of these Terms.

10. KNOW YOUR CUSTOMER REQUIREMENTS

10.1 We will be able to provide you with Services after you successfully register a User Account. To register your User Account, you will need to provide us with your name and email address, and you will need to accept these Terms.

10.2 You represent and warrant that you are using the Services only for yourself and not on behalf of any third party. You are fully responsible for all activity that occurs on your User Account. We may, in our sole discretion, refuse to open a User Account for you or suspend and terminate it, and we are not bound to provide you with a justification for doing so.

10.3 Before we are able to provide you with any Services, we will ask you to undergo identity verification and provide us with all information needed to detect any money laundering, terrorist financing, fraud, or any other financial crime. After your User Account is operational, we may also ask you to re-verify your identity or provide additional proof at any time.

10.4 The information we requested may include your name, phone number, email address, date of birth, information about your residence or domicile of more than 1 year, and information about your bank account or other payment method, as well as a copy of your identification card. You acknowledge and confirm that all the information you provide us with is accurate and correct and you promise to keep us informed if any of the information you provide changes.

10.5 You authorize us to undertake inquiries, whether directly or through third parties, that we feel necessary to verify your identity or protect you and/or us from fraud or other financial crime, and to take action based on the results of such inquiries that we deem reasonable.

- 10.6** The use of our Services may be subject to volume limits or other limits over a given period of time (e.g. daily, monthly), whether individual or general, including in relation to a particular Bitcoin. Specific limits may vary based on your chosen payment method, authentication level, or other factors (such as your geographic location). We reserve the right to adjust these limits if we deem it necessary. Where possible, we will notify you of changes in advance; however, in some cases, this may not be feasible, and notification will be made after the initial change.
- 10.7** If you want to increase your limits, we may request you to submit additional information about yourself and produce additional documents for enhanced due diligence. We have the right to refuse to raise your restrictions or to lower them later, even if you have completed enhanced due diligence.
- 10.8** We may refuse to provide you with any Services or stop providing you with any Services and terminate your User Account in cases when:
- (i) during the know your customer procedure (verification process), you provide us with incomplete, deceptive, or incorrect documents and information, or refuse to provide us with the documents and information we have requested;
 - (ii) during the know your customer procedure, you do not provide us with any or provide us with only part of the requested information, documentation or identification;
 - (iii) during the know your customer procedure, you provide us with falsified documents, or documents which do not meet our criteria;
 - (iv) you are or have been involved in criminal activities, including, but not limited to, fraud, identity theft, money laundering and terrorist financing;
 - (v) you are affiliated with a person or a business that we restrict the provision of Services to; and
 - (vi) you are engaged in activities that, in our opinion, might be used for money laundering or terrorist financing, or we have cause to believe that you are engaging in money laundering or terrorist financing activities.
- 10.9** We also reserve the right to refuse to provide the Services to you for any reason not specified above, such as where the money laundering risk associated with you exceeds our risk appetite, such as due to your connection to a specific country. We reserve the right not to divulge the reason for our refusal to provide the Services.

11. PAYMENTS, PAYMENT METHODS

11.1 The following payment methods can be used for Purchases:

- (i) credit or debit card and
- (ii) bank transfer.

11.2 When you first use a credit or debit card as a payment method, you must register the card within the Invity App. In case we are not able to verify that the credit or debit card belongs to you, or in case we identify another technical or financial risk, we reserve the right not to register such a credit or debit card as a valid payment method to your User Account.

11.3 You agree that when you place a Purchase Order with a credit or debit card as a payment method, you instruct and authorize us to debit the registered credit or debit card for payment of an amount consisting of the purchase price for the Purchase Order and all Fees connected with such Purchase according to the fee schedule. The final amount of the Purchase Price, including all Fees, will be prominently displayed by the Invity App before the Order being Authorized by you.

11.4 When you use bank transfer as a payment method, we will always provide you with a unique transaction ID, which you must include with every transaction. In case you fail to include your transaction ID in your transaction, we may reject the transaction. In such a case, all transaction fees charged to you by your payment method provider are your sole responsibility and you agree that there shall be no reimbursement from Invity.

11.5 If we do not receive payment from you by bank transfer, or if we do not receive payment in sufficient amount, we will treat the relevant Order as if it had never existed.

11.6 We will, upon the receipt of the first payment from a bank account, perform verification of the bank account. In case we are not able to verify that the bank account belongs to you, or in case we identify another technical or financial risk, we reserve the right to reject the payment and not register such a bank account as a valid payment method to your User Account.

11.7 **When you use bank transfer as a payment method and the amount you send us does not match the amount corresponding to a Purchase Order by up to 10%, whether the reason is your choice, or Fiat Currency conversion, you agree to and authorize us to modify the respective Purchase Order to accommodate for the actual amount of Fiat Currency we will have received from you.** In case the amount you send us does not match the amount corresponding to a Purchase Order by more than 10%, we will return the transaction to you, unless explicitly instructed otherwise.

11.8 The Fiat Currency used by Invity is the Czech Crown (CZK) or the Euro (EUR). When you make a payment in another Fiat Currency, we will always exchange the amount sent to EUR using the conversion rates offered by our payment service provider.

12. FEES

12.1 You agree to pay us any Fees due and payable for the Services. If you don't agree with the Fees, you shall not be entitled to utilize the Services.

12.2 You agree that when executing any Order, we will additionally charge you the Fee for the respective type of transaction. The Fee for any Purchase will be charged to the same payment method you use for such Purchase and the Fee for Sale will be deducted from the amount of Fiat Currency your Bitcoins are sold. The Exchange Fee will be deducted from the amount of cryptoassets to be used for the Exchange or the amount of target cryptoassets you receive for the Exchange. The Turbo Fee will be charged to the same payment method you use for the Turbo Purchase as long as you keep making recurring payments. In case you fail to make such recurring payments, the Turbo Fee will be deducted from the Bitcoins in Reserve for the settlement of the Turbo Purchase Service.

12.3 The amount of the Fee is always displayed to you as a User in the Invity App prior to Authorization and is determined as a percentage of the transaction volume. **Please note that the final amount of the Fee in Fiat currency may differ from the amount of the Fee displayed prior to Authorization in the case of a Sale or Exchange due to changes in the exchange rate at the time of transaction processing, and is determined as follows:**

- (i) in the case of a Purchase, the amount of the Fee in Fiat currency remains fixed, only the amount of the purchased cryptoasset changes,
- (ii) in the case of a Sale and Exchange, the amount of the Fee (in cryptoasset) does not change, but its converted value in Fiat currency may vary. The exact value of the Fee in Fiat currency is determined:
 - in the instance of a Sale, at the time of receipt of the cryptoasset into Invity's Custody,
 - in the case of an Exchange, at the moment of acceptance of the cryptoasset for Exchange or the target cryptoasset into Invity's Custody, even if the target cryptoasset is transferred to an External Wallet immediately after the Exchange.

12.4 Upon finalization of the transaction, you as a User will receive an email confirmation containing the final amount of cryptoassets purchased, sold or exchanged and the final amount of the Fee.

12.5 You acknowledge that if you use a payment method denominated in a Fiat Currency other than the currency used for the Purchase, your payment method provider may charge you an additional fee for which we are not responsible.

12.6 We reserve the right to claim compensation for any financial loss we incur as a result of you initiating chargeback proceedings with your bank. Such compensation may include the administrative costs of the card processor and the card association, as well as the value of the Bitcoins purchased expressed in Fiat Currency.

13. REFUNDS, CANCELLATIONS AND REFUSAL OF ORDERS

13.1 Each Purchase or Sale is deemed to be properly executed if it is carried out in line with your Order. Each Exchange is deemed to be properly executed if it is carried out in line with your Order. You agree that we execute Orders against our own book, meaning that we are the counterparty to the Purchase, Sale or Exchange.

13.2 **Due to the nature of the Services, it is impossible to cancel or reverse any already executed Purchase or Sale. Furthermore, once a withdrawal of Bitcoins from Custody is made or the transfer to an External Wallet, the transaction cannot be canceled or recovered under any circumstances.**

13.3 **You hereby agree that you will not be entitled to any credit or refund, and that all Purchases, Sales and Exchanges are final.** Our obligations to you are fully discharged at the time the Bitcoins are credited to the Custody, transfer of the Bitcoins to your **External** Wallet or fiat money to your bank account or payment card, and you will have no claim or right against us as a result.

13.4 You understand that in case you use a payment method belonging to a natural person or legal entity other than you, or in case we identify another severe enough risk connected with your payment, we will refund such payment back to its account of origin, unless we are obliged by applicable law or a decision of a competent authority to withhold such payment.

13.5 If we refund a payment for whatever reason that has been made in a Fiat Currency other than CZK or EUR, we will provide the refund in CZK, using conversion rates offered by our payment service provider.

Refusal of Order

13.6 Occasionally we may refuse your Order. If we do so, we will not be liable for any losses you suffer as a result. We may refuse your Order for the following reasons:

- (i) There are not enough cryptoassets available on the market.

- (ii) You do not have enough Bitcoins in the Custody.
- (iii) We or any of the exchanges or third parties (providers) we work with to provide our Services are unavailable (for example, due to business interruption or planned maintenance).
- (iv) We reasonably suspect that your Order has been sent for an illegal or dishonest purpose (for example, to commit fraud or harm another or to undermine the transparency or integrity of the cryptoassets market).
- (v) We have reason to suspect that your Order could adversely affect our reputation, goodwill or our legal or contractual obligation.

14. AVAILABILITY

- 14.1** We seek to provide continuous uninterrupted operation of our Services, so you can access and use them at any time. However, you acknowledge that due to maintenance, repairs or exceptional outages we cannot guarantee uninterrupted (100 %) availability.
- 14.2** In the event that the Services are unavailable due to a planned temporary maintenance shutdown, we shall make an effort to inform you thereof in advance. However, under no circumstances, irrespective whether you have been notified in advance or not, are we liable for any damage incurred by you as a consequence of the Services unavailability.
- 14.3** Without prejudice to the above we are not obliged to maintain the Services availability and operation, if temporarily or permanently prevented by vis major - an event or circumstance that is extraordinary, unforeseeable and unpreventable by usual means and with proper care, and that occurred independently of our will; such vis major event is, among other things, a serious hacking attack.

15. WARRANTIES AND LIABILITY

Warranties and limitations of liability

- 15.1** Except for warranties and rights granted to you by mandatory provisions of law that cannot be contractually excluded, the Services are offered on "as is" and "where-available" basis. To the extent permitted by applicable law, we expressly disclaim any warranties, express or implied, relating to the Services including but not limited to merchantability, suitability and access to cryptoasset for any particular purpose.
- 15.2** To the extent permitted by applicable law, we shall not be held liable to you for any direct, indirect, special, incidental, consequential, punitive or any other damages and costs including but not limited to loss of profit, revenue, savings, anticipated savings, business opportunity, data or goodwill (reputation) regardless of whether such losses are foreseeable or not, arising out of or in

connection with your access and use or inability to access and use of the Services.

- 15.3** To the extent permitted by applicable law, we shall not be held liable to you for any damage or interruptions caused by computer viruses, spyware, scareware, trojan horses, worms, or other malware that may infect your computer or other equipment, as well as any phishing, spoofing, or other attack. It is your responsibility to utilize trusted virus screening and protection software that is widely available. You should also be aware that SMS and email services are prone to spoofing and phishing attacks, and you should exercise caution when evaluating messages purporting to be from us.
- 15.4** Without prejudice to the liability limitation set out above **our collective liability to you, arising out of or in connection with your access and use or inability to access and use the Services, does not exceed in aggregate the fees you have paid us for the last 12 months for using the Services.**
- 15.5** Pursuant to certain laws it may not be possible to disclaim our liability and warranties completely. In such cases we hereby disclaim our liability and warranties to the fullest extent permissible by such law (for example, where relevant, under **Article 75(8) of the MiCA Regulation**). This limitation does not apply to liability for injury to life or limb or for injury caused by intent or gross negligence.

Indemnity

- 15.6** You agree to indemnify and hold harmless Invity, its officers and directors, employees and agents, members and its affiliates against any loss, liability, claim, damage and expense including but not limited to any and all expenses reasonably incurred in defending against any litigation commenced or threatened or any claim arising out of or in connection with your violation of these Terms or your unauthorized or unlawful use of the Services.

Financial risk

- 15.7** Under no circumstances shall any information within the Invity App or provided to you by us constitute financial, investment or professional advice.
- 15.8** You are solely responsible for your decisions regarding storing, Purchasing, Selling, Exchanging, sending and receiving Bitcoins and you shall always consider your financial circumstances and associated risks before obtaining any Bitcoins or before making such a decision.
- 15.9** You represent that you understand all the risks involved in Purchasing, Selling and Exchanging Bitcoins. You represent in particular that you understand that the value of Bitcoins may be extremely volatile and that its exchange rate in respect to Fiat currencies may fluctuate significantly, which could lead to significant and sudden decreases in the value of your Bitcoins. In case the value of your Bitcoins drops significantly, you may not be able to sell your

Bitcoin because there may be less demand for it in the market. Past returns do not guarantee future returns.

15.10 Cryptoassets carry significant risks. You acknowledge that not all the associated risks of using Bitcoins are identified in these Terms. You acknowledge that the use of the Inivity App and certain cryptoassets transactions involve risks that are beyond Inivity's control, and Inivity bears no responsibility for such risks. A non-exhaustive list of such risks is set out in Annex I (Risks) to these Terms.

15.11 You hereby acknowledge, that you are solely responsible for obtaining the necessary information about tax or similar obligations arising in relation to any submitted transactions and for withholding, collecting, reporting and remitting the correct amounts of tax to the appropriate tax authorities. **We are not responsible either for obtaining the above-mentioned information or for the fulfillment of such tax (or similar) obligations.**

16. CLAIMS, COMPLAINTS AND RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

16.1 Claims, complaints and rights arising from defective performance are governed by these Terms and Conditions and the relevant provisions of Czech law.

16.2 If you wish to make a complaint or claim about any aspect of the Services, please send it in writing without undue delay to support@inivity.io. We must deal with your complaint or grievance as soon as possible (within 30 days of receipt).

16.3 In the event of a legitimate complaint or claim, we are obliged to take and implement corrective measures. Further information on submitting claims or complaints is published on the Website in the "*Legal*" section.

16.4 Either party may terminate these Terms upon one day's notice.

17. RIGHT OF WITHDRAWAL

17.1 A User who is a consumer has the right to withdraw from the Agreement without giving any reason within 14 days from the date of its conclusion.

17.2 You acknowledge that the right of withdrawal does not apply to (i) Services whose price depends on fluctuations in financial market prices that Inivity cannot influence and which may occur during the withdrawal period, nor to (ii) Services that have been provided with your express consent before the expiry of the 14-day withdrawal period.

17.3 **You expressly agree to commence provision of our Services immediately upon Authorization**, and acknowledge that once the Services are fully

provided, **you may not withdraw from the Agreement**. As a result, **you waive your right to withdraw from all agreed relevant Services**.

18. OBLIGATION TO COMPLY WITH THE LAW

- 18.1** You must not use the Services to violate any applicable laws or regulations, and you must specifically not undertake, facilitate or support criminal activities including money laundering, illegal gambling, malicious hacking or any other criminal activities.
- 18.2** You must not impersonate the identity of another natural person or legal entity, falsify or conceal your identity or create false identities.
- 18.3** You must keep all information you have provided to us up to date and accurate and notify us of any changes to it without undue delay via electronic communication. This applies in particular if you discover that - for any reason - your personal data displayed within the Invity App does not match the documents and information you have provided.

19. PERSONAL DATA

- 19.1** The collection of your personal data in connection to your access to and use of the Services shall be as limited as possible. Any collection, storage and handling of your personal data shall be governed by a separate set of terms on handling the User's personal data (Privacy Policy), which shall be published on the Website in the "*Legal*" section.

20. SECURITY

- 20.1** You shall keep confidential all User Account login details and not disclose them to any third party.
- 20.2** If you discover or reasonably suspect that security information related to your User Account (e.g., login credentials, password or other security features) has been lost, stolen, misappropriated, used without authorization, or otherwise compromised, you must notify us immediately and agree to change your password promptly if necessary.
- 20.3** We will never ask you to share your password with us or any other party, and you must never disclose it to anybody or enable anyone to observe you while accessing your User Account. It is recommended that you regularly change your password in order to reduce the danger of your User Account being compromised.
- 20.4** You are responsible for ensuring that your registered email account(s) are safe and only accessible by you, as your email address may be used to reset passwords or we may send communications to your email account regarding the security of your User Account. As a precautionary security measure, Invity strongly recommends that you use two-factor authentication ("2FA") on both

the Invity App for Authorization and on the email account you use for your Invity App activities.

21. COMMUNICATION

- 21.1** You agree that any communication relating to your access and use of the Services will be addressed to you electronically via notifications available upon accessing the respective sections of the Invity App or via email. You agree to update your email address regularly to receive any communication we have addressed to you.
- 21.2** If you provide us with an email address that is incorrect or inaccessible to you, we shall assume no liability for your failure to receive any communications addressed to you via such email address.
- 21.3** You can contact us electronically via the email address support@invity.io. Any electronic communication is considered as delivered when we confirm its delivery to you.
- 21.4** There are no costs associated with the use of means of distance communication within the Services beyond the standard costs of internet connection and mobile communication that you pay to your telecommunications provider.
- 21.5** Communication with users takes place in Czech or English language. If you are a consumer, you acknowledge and expressly agree that these Terms, as well as all communication between you and Invity in connection with the provision of the Services, will be conducted in Czech or English language. In the event of an agreement between you and Invity, communication may also take place in another language.
- 21.6** Upon your request, we will provide you with all information relating to the Services we have provided to you, such as the history of the Services provided to you, including detailed information about them. If you wish to obtain such information, send us a request to the e-mail address support@invity.io. In the request, specify what information you want provided and for what time period.

22. INTELLECTUAL PROPERTY

- 22.1** You acknowledge that the Invity App contains information, data, software, photographs, graphs, videos, typefaces, graphics, music and other material (collectively as the "**Content**") that are protected by copyrights, trademarks, trade secrets, rights in databases and/or other proprietary rights.
- 22.2** Except as expressly stated herein, you are not allowed to change, alter, copy, reproduce, distribute, republish, download, display, post, send, transmit or otherwise use the Content or any portion of the Invity App itself in any form or by any means without prior written permission of Invity or the copyright owner (if different from Invity).

22.3 You are hereby granted a limited, revocable, non-exclusive right to access, view and use the Invity App and its Content for your personal, non-commercial use only.

23. TERMINATION OF AGREEMENT AND TERMINATION OF YOUR USER ACCOUNT

23.1 The User is entitled to terminate the Agreement at any time without giving a reason, namely (i) by sending an e-mail to support@invity.io, whereby the termination becomes effective at the moment it is processed by Invity's customer department, but no later than the fifth business day from the date of delivery of the e-mail, or (ii) by deleting the User Account in the settings of the Invity App in the "My Account" section, whereby in such case the termination becomes effective at the moment the User Account is deleted. A precondition for the User's termination of the Agreement is that the balance of Bitcoins in the User Account is zero, and if a business account is associated with the User Account, this associated account must be deleted before the termination of the Agreement.

23.2 Invity is entitled to terminate the Agreement at any time without giving a reason in writing, with a notice period of one day.

23.3 If you breach these Terms or applicable law in a severe enough way, according to our discretion, we reserve the right to suspend, block or terminate your User Account.

23.4 A breach according to the previous paragraph may occur by various actions or omissions, including, but not limited to:

- (i) your failure to comply with know your customer (verification process) or anti-money laundering procedures;
- (ii) you behaving in a manner that is inconsistent with these Terms or applicable laws;
- (iii) you impersonating another natural person or legal entity, or creating false identities; and
- (iv) the decision of a competent authority that would force us to take action against your User Account.

23.5 Upon cancellation of your User Account or termination of this Agreement, we will use all reasonable efforts to settle any sums that may be owed to you by Invity, in particular the balance of Bitcoin stored in your User Account, subject to our rights of set-off and enforcement under Section 5 of these Terms in relation to the Turbo Purchase.

23.6 Termination of the Agreement does not affect the rights and obligations of the Parties that arose before the effective date of the termination.

24. LAW AND JURISDICTION

24.1 These Terms and Conditions and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by Czech law.

24.2 All disputes relating to these Terms will be decided by the Czech courts as courts of exclusive jurisdiction, unless otherwise provided in accordance with applicable consumer protection laws.

25. OUT-OF-COURT DISPUTE RESOLUTION

25.1 You agree to notify us without undue delay of any dispute arising out of or in connection with these Terms. You further agree to attempt to resolve any disputes out-of-court before taking your claims to the courts listed above.

25.2 As a consumer, you can contact an out-of-court dispute resolution body, which is the financial arbiter (www.finarbitr.cz), with its registered office at Legerova 69/1581, Prague 2, or resolve the dispute online via a dedicated platform. For more information on alternative dispute resolution, click [here](#) and [here](#). In the event that you do not agree with the outcome of a complaint, you have the option to contact our supervisory authority, which is the CNB (www.cnb.cz), with its registered office at Na Příkopě 28, Prague 1, Postal Code 115 03, with a complaint about the quality of the services provided to you by Invity.

26. MISCELLANEOUS

26.1 Invity strives to identify, manage and mitigate conflicts of interest in order to protect your interests as a User and its customer. Under certain circumstances, potential conflicts of interest may arise between Invity, its staff and its users. To address them, we have in place policies, compliance controls and a control system to effectively prevent and manage conflicts of interest (Conflicts of Interest Policy). However, if a conflict of interest is considered unavoidable, such conflict will be disclosed to users, enabling you to make informed decisions. Invity does not provide any financial, investment or other professional advice, thereby ensuring that all business decisions are made by its users. A summary of the conflicts of interest policy is published on the Website in the “*Legal*” section.

26.2 As a holder of the License, Invity is obliged, in accordance with Article 66(5) of the MiCA Regulation, to disclose to you information concerning the principal adverse impacts on the climate and other environment-related adverse impacts of the consensus mechanism used to issue the Bitcoins in connection with which it provides Services. This information is published on the Website in the “*Legal*” section, within a document designated as the “*Crypto-Asset Sustainability Indicators Report*”. For the preparation of this report, Invity essentially relies on information obtained from the so-called white papers of Bitcoins and other publicly available sources.

26.3 You shall not assign, transfer, or encumber any of your rights or obligations under these Terms without our prior written consent. You shall not assign any claim or receivable you have against Invity to any third party without our prior written consent. All such acts you take without our prior written consent shall be void. Invity may freely assign its rights and duties under these Terms to any third party in the event of a merger, reorganization, sale or business transfer, or any other business decision to such third party. Such an assignment will not result in a deterioration of your position.

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ANNEX I – RISKS

Invity places the utmost emphasis on protecting users as its customers and on protecting the Bitcoins in Custody, through established adequate and comprehensive risk management procedures. Nevertheless, the use of the Invity App, the provision of the Services and certain transactions relating to cryptoassets carry risks that are beyond Invity's control, and Invity bears no responsibility for these risks.

We draw attention to certain risks within the text of the Terms. A non-exhaustive list of risks is further set out in this annex. However, there may be other risks relating to a particular cryptoasset that are not listed here.

General risks of cryptoassets

1. Every investment carries opportunities and risks. The purchase or other acquisition of cryptoassets that can be obtained or held using the Invity App also carries risks. You should carefully consider whether the given cryptoassets correspond to your risk tolerance, investment objectives, financial and tax situation, personal and legal circumstances and other relevant factors.

Risk of decline in value, liquidity and extreme volatility

2. We propose the price for the Purchase, Sale or Exchange of Bitcoins as a cryptoasset through the Invity App based on the current market price of the given Bitcoin, and therefore extreme volatility may occur and/or its value may fall to zero. The past development of the exchange rate of a particular Bitcoin does not imply the same or similar development in the future. The purchase or other acquisition or holding of a cryptoasset is therefore suitable only for those who are able to bear even a large loss. Cryptoassets should therefore not be considered a stable source of your income, nor should the purchase or other acquisition or holding of a cryptoasset be approached by you with the expectation of such income.

Legal risk

3. **Regulatory and legislative risk.** It is possible that legal or regulatory changes will have a material impact on the current setup of the Invity App and on the Services we provide. Legislative or regulatory changes may also lead to material reductions in the offering of Bitcoins or other functionalities of the Invity App or the Services provided. Invity is committed to making every effort to design, modify and/or adapt the Invity App and its Services so as to comply with all applicable laws, as well as their interpretation by supervisory authorities or courts, while maintaining flexibility for you, but cannot guarantee that certain regulatory, interpretive or legal changes may lead to the restriction or termination of certain Services or functionalities of the Invity App.
4. **No advice.** The fact that you hold Bitcoin in Custody with Invity or that Invity has provided you with another Service does not constitute a recommendation to enter into the Agreement, to enter into any transaction relating to a cryptoasset, nor does it constitute any representation that any cryptoasset, service or product mentioned

on the Website is suitable or appropriate for you. The acquisition or holding of cryptoassets carries risks, sometimes considerable, and you should not enter into any transactions unless you have fully understood all the relevant risks and have made an informed decision that such cryptoasset is suitable for you. You should not understand any information we communicate to you, through the Website or otherwise, as financial, investment, business, legal, regulatory, tax or accounting advice.

- 5. Risk of absence of a guarantee fund.** Please note that the Services provided are not covered by any guarantee fund or other guarantee or compensation scheme, such as the Financial Market Guarantee System or the Deposit Insurance Fund.

Security and access risks

- 6. Risk of inadequate software.** The technology of cryptoassets and the underlying software applications and software platforms, such as smart contract systems and other related software and technologies, as well as technical concepts, may still be in an early stage of development, untested and beyond the control or influence of Invity.
7. There is always a risk that the technology may contain weak or vulnerable points or may contain errors. These may cause, for example, the complete loss of any cryptoassets, even if the software and systems used by Invity function correctly.

Certain technologies or software applications necessary for the Purchase, Sale, Exchange or Custody may not be created by a specific software manufacturer nor otherwise certified by a competent state or other authority, such that there would be a person or entity that could bear responsibility for such defects. Invity uses and displays the usual security certificates issued by third parties (certification authorities), which are generally considered an element that increases security, but ultimately cannot guarantee that the security certificates displayed or used in connection with the Services provided are valid or correct.

Keeping mobile applications, your internet browser and the underlying operating systems up to date helps mitigate certain risks and vulnerabilities.

- 8. Risk of theft of cryptoassets and personal data.** The Invity App software and the software platform on which the Bitcoins are stored, the smart contract system(s) and/or other technological components and/or platforms may be exposed to electronic or physical attacks that may lead to the irrecoverable theft or loss of Bitcoins or to the theft or loss of personal data.
- 9. Risk of incorrect use of 2FA.** Invity strongly recommends using 2FA (two-factor authentication). However, note that you completely eliminate the security benefits of using 2FA if you use a single authentication factor or two identical authentication factors for access or authorization.
- 10. Risk of weak login credentials and the risk of their loss.** If you do not use 2FA in the cases recommended or specified by us, any person who knows your

password and e-mail address may have access to your account and the Bitcoins in Custody and may carry out transactions on your behalf.

The password you chose during registration or that you use to log in may be subject to attacks, even if it is unique and known only to you. The risk is higher if the password is weak (in terms of its length and/or its complexity) and/or if the password contains personal data (for example your name, date of birth or residence) and/or words generally used in spoken or written language. Invity recommends that you always choose a strong and unique password (which you do not use with any other service provider) and that you use 2FA. Even though it is statistically (much) less likely that an attacker will successfully discover stronger passwords, no password is completely secure.

Although Invity indicates the strength of your password during account registration, this indicator is calculated based on general parameters and does not verify whether your password may contain any of your personal data or words generally used in spoken or written language, and should therefore be considered only as guidance.

11. Risk of phishing and/or social engineering. SMS and e-mail services are vulnerable to spoofed messages and phishing attacks. If you are not sure of the authenticity of any communication or notification, you should always log in to your account and check all transactions or requested actions. Phishing attacks often occur despite SMS or e-mail or similar services, through search engines or search engine advertisements or other fraudulent links. Although Invity strongly recommends participating in 2FA, 2FA cannot successfully prevent all phishing attacks and/or social engineering attacks if your login credentials, including 2FA, are disclosed during such an attack.

12. Risks associated with blockchain and DLT. You should be aware of the risks that blockchain and DLT technology carry. These may typically be functional and security risks associated with them, such as, among others, failures of hardware, software and internet network connection, the risk of the introduction of malicious software, the risk that third parties gain unauthorized access to information and/or assets (including your cryptoassets) stored on your behalf, cyber-attacks, failures of the cryptoasset network (for example blockchain failures and outages) or other types of attacks.

Risks associated with cryptoassets and the cryptoasset market

13. Risk of inadequate processing of transactions relating to cryptoassets. In the case of transfers of cryptoassets from and to External Wallets, it may happen that a “node” in the relevant blockchain, which scans each block for transactions (both deposits and withdrawals), does not register the relevant User’s transaction and therefore does not forward it to Invity’s systems. The User may consequently not receive the funds or the relevant cryptoassets.

14. Risk of non-existence/failure. It cannot be ruled out that any Bitcoin ceases to exist or ceases to have its development supported. This may occur for a number of

reasons, including a lack of interest on the part of the industry, the community and/or the public, state intervention, insufficient commercial success or prospects (for example caused by competing projects), which are beyond Invity's influence.

It may happen that a Bitcoin loses its functionality or undergoes material changes in its functionality.

Invity provides no guarantee regarding the current and future functionality, adoption or commercial success of any Bitcoin.

- 15. Risks of light or hard forks** (soft and hard forks). Cryptoasset protocols may be subject to forks, which change the basic rules of the blockchain protocol. These forks may materially change the value, function or name of a cryptoasset (for example Ethereum and Ethereum Classic).
- 16. Market risk.** Market risk may also be triggered or accelerated through communities that organize, for example on internet forums, to discuss certain investment opportunities in the field of cryptoassets with the intention of jointly submitting organized offers to buy and sell a cryptoasset, which may lead to strong price fluctuations that carry a high risk of loss.
- 17. Counterparty risk.** In providing certain services relating to Bitcoins, Invity may cooperate with a number of counterparties – including financial institutions and exchanges. Invity has no control over the financial stability of the counterparties with which it cooperates within the cryptoasset market infrastructure. In the event that a counterparty fails, Invity may not be able to recover or transfer the Bitcoins held, which may lead to a total or partial loss.
- 18. Liquidity risk.** Since not all cryptoassets are considered liquid assets (meaning that they can be quickly and easily converted into funds with minimal loss of value), there may be limited possibilities to sell or exchange your cryptoassets for Fiat Currency or other assets, especially in periods of market volatility or low trading activity. Demand for certain cryptoassets may decline and completing a transaction may take a longer time or may require you to sell or exchange the cryptoasset for a price significantly lower than you expected. As a result, there is a risk that you will not be able to liquidate your cryptoassets when needed. We recommend that all users carefully consider their liquidity needs when investing in cryptoassets and ensure that they are comfortable with the possibility of illiquidity.
- 19. Risk of non-collateralization.** Invity bears no responsibility for Bitcoins that are – or purport to be – collateralized, backed by or pegged to a legal currency or another asset in any form (for example stablecoins). Any steps relating to these Bitcoins are the sole responsibility of their issuer (not Invity), and Invity has no decision-making power in this regard.
- 20. Price risk and risk of delay in the execution of an Order.** Invity executes orders itself on behalf of the User (i.e. executes the Order itself against its own account). In such cases, bear in mind that the price of cryptoassets may fluctuate significantly

over a short period of time due to various factors, including market demand, regulatory changes or prevailing market sentiment.

The **price** at which you carry out a trade may differ from the price displayed at the moment of placing the order or at the moment of performing the Authorization due to delays in processing or changes in market conditions during execution. In addition, the execution of your trade may be delayed or may not occur at all in periods of high volatility or low liquidity.

This may result in a less favorable price than you expected, or even in the non-execution of the trade at the price you requested. Cryptoasset markets are decentralized and often fragmented, which means that prices on different platforms or exchanges may differ.

Tax risk

21. The Purchase, Sale, Exchange or Custody may have tax consequences for you.

Invity notes that some states have special tax regimes for Bitcoins, and further changes to these regimes cannot be ruled out, including changes to tax regulations in the Czech Republic. Invity may therefore, under certain circumstances (now and/or in the future), be obliged to pay withholding tax. Amounts of withholding tax are paid to the tax administrator (tax authorities) and Invity is not able to refund these amounts. Invity may also be obliged, as required by tax regulations, to transfer information relating to the cryptoasset transactions you have carried out and/or the Bitcoins you hold to one or more tax authorities to the extent that such transfer is required by applicable law. Invity will withhold and pay tax on your transactions to the extent that such withholding is required by applicable law. Invity will retain tax documents, certificates relating to your taxpayer status, as well as your tax identification number or similar information, as required by applicable law. You should make your own assessment of your tax situation relating to Bitcoins and consult your tax advisor before making any decision relating to any transactions (Purchase, Sale, Exchange or Custody).

Tax consequences often (but not always) depend on the tax laws of the state of which you are a tax resident and on international tax treaties by which that state is bound. It is you who is solely responsible for compliance with all national and international tax rules that may apply to you due to the use of the Invity App and the holding, purchase, sale and/or exchange of Bitcoins. Before you become a user of Invity, and before you make any Order, as well as as appropriate or necessary (for example in connection with an annual tax return or annual financial statements) and as may be required by the applicable tax regulations that apply to you, we recommend that you consult your tax advisor (i) about the tax consequences and their economic implications in connection with the use of the Invity App and the holding, trading and/or exchange of Bitcoins offered through the Invity App, and (ii) to ensure that you are able to take all steps necessary to comply with all applicable tax regulations when using Invity's Services.

Risk of not securing the full exercise of rights to Bitcoins in Custody

22. For the custody of users' Bitcoins, we use the services of a third party, and we are therefore bound by their terms setting out the rules for the exercise of your rights to the Bitcoins within Custody.

The third party may not allow the exercise of rights such as, for example, Fork, Airdrop or Governance, and therefore we cannot guarantee that you will be able to exercise these rights in relation to the Bitcoins in Custody.