

Coinimal's General Terms and Conditions

For business transactions with Coinimal GmbH and the brand and platform "bitpanda" (hereinafter referred to as "Coinimal") as well as contracts executed via the website <https://coinimal.com>, <https://bitpanda.com> or directly with Coinimal, the following general terms and conditions (hereafter referred to as **GTC**), which can be stored and printed by Coinimal's contractual partner, will exclusively apply. These GTCs are binding for all current and future business dealings with Coinimal. Any regulations which deviate from or supplement the GTCs, in particular, but not exclusively, general business terms as put forth by the contractual partners, are not recognized by Coinimal and will only become a part of a contract if this is explicitly confirmed by Coinimal in writing. Fulfilment actions on the part of Coinimal do not comprise an acceptance of the contract terms which deviate from these GTCs.

1. Subject matter of this contract

- 1.1. The subject matter of this contract is the trading, specifically the purchase and selling of Bitcoins and other cryptographic currencies (such as Bitcoin, NXT, Dogecoin, Peercoin, Litecoin, NEM, Ethereum) (hereinafter referred to as "**Bitcoin & Co**") and the purchase, selling and use of bitpanda Fiat-Token (hereinafter referred to as "**Token**"). The characteristics of Bitcoin & Co can be viewed in the supplementary listings at <http://www.bitcoin.org/de>. The offered Bitcoin & Co can be unilaterally revised by Coinimal at any time.
- 1.2. The offered service of Coinimal is solely for persons of legal age.

2. Offering, Ordering and Contract Execution

- 2.1. Offers by Coinimal are non-binding, unless otherwise explicitly designated as binding. The contractual partner's orders are deemed as accepted once Coinimal sends the Bitcoin & Co to the contractual partner in order to conclude the contract. The customer will receive no separate notification confirming its completion.
- 2.2. The contract will be executed immediately after its successful conclusion.
- 2.3. For the purchase or sale of Bitcoin & Co, Coinimal's contractual partner (i) is obliged to enter all of the requested data on Coinimal's website and (ii) must indicate an acceptance of these GTCs. By clicking the "Order with payment required!" or "Sell now!" buttons, Coinimal's contractual partner enters into a binding order via <https://www.bitpanda.com>, or other brands/websites of Coinimal.

- 2.4. Immediately after the conclusion of the contract, Coinimal will issue an order confirmation sent to the last given email address of the contractual partner. Existing orders and purchases are binding and must be settled in accordance with the provisions of these GTC.
- 2.5. Upon receipt of the purchase price, Coinimal will, without unnecessary delay, transfer the ordered Bitcoin & Co to the contractual partner. Orders exceeding a certain threshold value are an exception to this policy, since these have to be confirmed manually. Should Coinimal have transferred the Bitcoin & Co, without full receipt of the purchase price, the customer is obliged to pay the bill immediately. The reservation of title is expressly referred to in accordance to point 8 f.
- 2.6. Coinimal reserves the right to lock the user's account, until such fully pays any outstanding debt towards Coinimal.
- 2.7. Coinimal reserves the right to disallow accepted payment methods at its own discretion. The purchase limit of each customer can be adjusted manually by Coinimal; hence a displayed limit cannot be understood as a guarantee.
- 2.8. If a Coinimal partner is investigating a customer in relation to possible fraud and/or breach of Coinimal's rules and/or if the customer is exposed to criminal prosecution, Coinimal is entitled to cancel and/or reverse orders and and/or to close the customer's account. Coinimal may charge a processing fee of €5 for this. For safety reasons, no information about or reasons for internal or external investigations will be divulged to the contract customers.
- 2.9. Coinimal reserves the right, to lock the purchase or sell option of user's accounts for an indefinite period, without stating reasons; In which case, the user is only able, to transfer Bitcoin & Co from that account to another (like in particular a wallet) which cannot be assigned to Coinimal.
- 2.10. Double-accounts are strictly forbidden. Should another account (the "double-account") be created in addition to the user's first account (the „original-account“) via Coinimal, the following applies: Coinimal has the right to block and keep the double-account locked. Bitcoin & Co which are stored on the double-account, will be transferred by Coinimal to the user's original-account; provided the user can proof (for example via the identification service used by Coinimal) they are the same person. In such cases, Coinimal is authorised to charge an administrative fee of €10 and if necessary deduct the fee from the transferred Bitcoin & Co.

3. Fiat token-system

- 3.1. Coinimal uses a token-system to provide Fiat Wallets. The regulations for the customers for selling, buying and using Bitcoin & Co, as stated in this GTC, also directly apply to the selling, buying and using of the token, in so far as not otherwise stated under point 3.
- 3.2. Coinimal exclusively offers the token-system for support and facilitation reasons as an extra service towards the customer, when dealing with Bitcoin & Co. Thereby, the time lag due to the duration of transactions shall be prevented, consequently making it possible for the customer to handle faster.
- 3.3. When a user has purchased token, he is solely authorised to trade these against Bitcoin & Co via the platform. A transfer or sale to a third party or even another user of the platform is not possible.
- 3.4. Has a user purchased token and does not use such within a period of 12 months, starting with the purchase of the first token (the “**reference period**”), to trade Bitcoin & Co via the platform, for prudential reasons token worth €5 will be withdrawn from the users account automatically each month. This applies to every full month after the reference period, in which the user did not use the token to purchase Bitcoin & Co. The period starts from the beginning, with every use of the token through the respective user.

4. bitpanda to go

- 4.1. The regulations as stated in this GTC, also directly apply to “bitpanda to go”, in so far as not otherwise stated under point 4.
- 4.2. “bitpanda to go” is a Bitcoin & Co voucher run by Coinimal, which is available in the post- and partner-branches of the Österreichische Post AG. The respective user is able to redeem the voucher via the platform and can purchase Bitcoin & Co or token with it.
- 4.3. “bitpanda to go”-vouchers must be used to the extent of their full value, listed in Euro on the voucher, for the purchase of Bitcoin & Co.
- 4.4. „bitpanda to go“ are, if and in so far as legally possible, guilty for a duration of 12 months from the date of purchase.

- 4.5. When exchanging „bitpanda to go“ into Bitcoin & Co, the current exchange rate, which can be found on <https://www.bitpanda.com/togo>, applies.
- 4.6. Coinimal reserves the right to exclude certain customers, IP-addresses or Bitcoin & Co-addresses from redeeming „bitpanda to go“, if there is any suspicion of misuse or with regard to a possible legal obligation.
- 4.7. Coinimal assumes no liability for potential damage in the case of loss or theft of a user's „bitpanda to go“.

5. Prices and Payment Terms

- 5.1. Coinimal's published prices are expressed in the chosen and displayed currency. All applicable fees, such as additional costs relating to a certain payment method, are the responsibility of the contractual partner.
- 5.2. The respective purchase price of Bitcoin & Co will be displayed in the summary of the order and does not include the itemized additional fees. The respective total price will be displayed at the end of the order summary.
- 5.3. The minimum order amount is €25, this does not include applicable transaction fees and costs.
- 5.4. The purchase prices of Bitcoin & Co are due and payable upon the execution of the contract. After the execution of the contract, the contractual partner is obligated to pay Coinimal the purchase price via the selected payment service provider.
- 5.5. Any specific account with a payment service provider (e.g. bank account, PayPal account) may be used only by one customer. The name of the payer must match the name of the Coinimal account holder. Coinimal reserves the right to cancel and/or reverse orders if (i) an account is used by two or more customers for payment, (ii) a customer uses an account without legal entitlement, or (iii) a customer conceals their identity by providing incorrect data regarding their Coinimal account or their account with a payment provider. In such cases, Coinimal is entitled to charge a processing fee of €10, which may be deducted from the amount to be refunded to the customer, as well as to close the customer's account.
- 5.6. Apart from SEPA-transfers, which must be processed manually by Coinimal and therefore require longer processing times, Coinimal's offered services are available to the contractual partner without interruption and around the clock. The processing is performed in a fully-

automated manner. However, Coinimal may not transfer Bitcoin & Co until the payment has been received if the customer uses certain (risky) payment methods.

- 5.7. If the payment of the purchase price is processed via SEPA, the contractual partner is obligated to adhere to Coinimal's established data disclosure guidelines relating to the intended purpose or reason for payment for the transfer. If the contractual partner does not adhere to these guidelines, Coinimal will be permitted to charge a processing fee of up to €10, for the resulting additional administrative effort, which can be deducted from the order value at the time the rate is established. If the customer does not pay on time, Coinimal will be entitled to claim for losses caused by rate changes. Thereafter, the option to pay via SEPA will be blocked. If the customer chooses to pay via PayPal, but the payment cannot be sent, Coinimal will reverse the order.
- 5.8. Coinimal also provides the option to pay with vouchers. Vouchers must be used to pay for an order and cannot be redeemed in cash. Vouchers expire after 12 months.

Delays in the execution of the contract and thereby in the transfer of the order to the contractual partner can occur due to unforeseen technical disruptions. Therefore, Coinimal cannot offer any guarantee of immediate contract execution nor assume any liability related thereto.

- 5.9. In the case of a default in payment, Coinimal has the right to charge reminder fees to a reasonable relation to the claim and as far as these are necessary to cover adequate prosecution costs; a total amount of at least €5 up to a maximum of €15 will be charged. Should the reminders of Coinimal be unsuccessful, Coinimal reserves the right to entrust a debt collection agency with the collection of the claimed debt. In which case Coinimal will charge €5 processing fee by an open claim up to €500 and €10 processing fee by an open claim worth more than €500. Furthermore, any additional expenses charged by the debt collecting agency towards Coinimal, which maximum amount arise from the maximum rates for debt collecting companies (BGBl Nr. 141/96), will be forwarded to the customer who is in default of payment, as far as these are reasonable and necessary to cover adequate prosecution costs.
- 5.10. There may be delays when shipping to the Coinimal wallet, since most Bitcoin & Co are stored "cold", which means offline - and it will therefore sometimes not be possible to ship them automatically to the Coinimal hotwallet.
- Coinimal reserves the right to withdraw unilaterally from pre-paid orders, when the contracting party was provided with an incorrect rate for the Bitcoin & Co at the time of order, due to technical disruptions.

- 5.11. In the case of transferring Bitcoin & Co from Coinimal's system over the Blockchain, transaction- or miner-fees may occur, these must be settled by the customer.
- 5.12. Should it occur, that Coinimal has to make a payment to the customer, when technical failures appear or the IBAN and/or BIC of the customer is incorrect, Coinimal reserves the right to transfer the Bitcoin & co in the amount of the realized Bitcoin to the relevant customer and to not make the payment. In which case point 10 applies.
- 5.13. When a password has been reset, Coinimal pauses the payout and/or the transfer of Bitcoin & Co out of security reasons for a duration of 48 hours.

6. Contractual Partner's Shared Liabilities

- 6.1. The contractual partner is obligated to do everything possible to ensure prompt execution of the contract and to refrain from activities which would thwart or endanger such execution. The contractual partner must immediately report all defects or other problems and assist Coinimal to remedy the problem.
- 6.2. Personal data, such as master data (esp. name, mailing address and email address), which changes during the execution of the contract, must be immediately updated and submitted to Coinimal in writing.
- 6.3. If the contractual partner fails to disclose the change of an email address, the written notifications intended for this party are considered to be legally delivered, if they are sent to the last designated email address.
- 6.4. The transaction-ID, as generated by the network, serves as irrefutable proof of the completed transfer of Bitcoin & Co from Coinimal to the contractual partner's last disclosed wallet-address. It will be transmitted to the customer as part of a delivery confirmation email.
- 6.5. Once the transaction appears on the network the contract is considered executed; Coinimal has no further influence on whether the customer actually receives it.
- 6.6. Customers must act for themselves; reselling Bitcoin & Co is strictly prohibited. The use of third-party bank accounts, credit cards, etc. is strictly prohibited and may have an account suspension resulted.
- 6.7. The creation of accounts with Coinimal on behalf of third parties or the transmission of the contractual partner account to third parties is strictly prohibited and may be prosecuted.

- 6.8. It is strictly forbidden to use the wallet and/or any other services offered by Coinimal for any kind of illegal purposes (for example, money laundering, terrorist financing, blending, black market transactions).
- 6.9. If Coinimal is used to receive stolen money or Bitcoin & Co, Coinimal reserves the right to close the contractor's account and to keep the funds or Bitcoin & Co in escrow, pending clarification by government authorities.
- 6.10. Coinimal always reserves the right to cooperate with the authorities and to provide them with all data required for the purposes of investigation, policy violations and/or suspected fraud.
- 6.11. The customer is solely responsible for the accuracy of the Bitcoin & Co wallet-address and for ensuring that it is correct and kept up to date. This applies in particular to a transfer from a certain Bitcoin & Co to a wallet-address which is meant for another Bitcoin & Co (e.g. Bitcoin to Litecoin). Coinimal assumes no liability whatsoever in this particular case. Once the Bitcoin & Co have been transferred to the contractual partner's last disclosed wallet address, the Bitcoin & Co cannot be transferred back or sent to another Bitcoin-address.
- 6.12. In the case of transferring Bitcoin & Co to an address by Coinimal the payment can only be accepted by a confirmation on the Blockchain. Coinimal assumes no liability whatsoever, that the confirmation is given. The customer assumes full responsibility for the receipt of the adequate transaction confirmation.
- 6.13. The customer is obliged to ensure, that in the case of Bitcoin & Co refunds which are made by third parties onto the hotwallet of Coinimal, that these transactions can be assigned faultlessly. Such a case may occur, when the customer transfers Bitcoin & Co from Coinimal's hotwallet to a third party and the recipient sends the appropriate refunds to the customer's hotwallet.
- 6.14. In the case of loss of the 2FA (two factor authentication) identification components, the user must follow the support member's instructions. If this is not possible for the user, he will not be able to access the relevant page and/or his Bitcoin & Co. Thus, the user's Bitcoin & Co are lost until he can find the correct login data.

7. Right of withdrawal

- 7.1. When ordering Bitcoin & Co the customer must explicitly give up their 14-day right of withdrawal, from which consumers benefit according to Section 11 of the "Fern- und Auswärtsgeschäfte-Gesetz" (hereafter referred to as the "**FAGG**"); this step is necessary pursuant to Section 18 para 1(11) of the FAGG to allow Coinimal to transfer Bitcoin & Co (as digital content not stored on a physical data carrier) before the right of withdrawal expires. Coinimal will transmit a confirmation of the contract to consumers according to the provisions of Section 5 para 2 of the FAGG.
- 7.2. Coinimal reserves the right to withdraw from the contract, even when orders have been previously funded, when it has a genuine reason for doing so. This right will be exercised, for instance, if an incorrect price was displayed for Bitcoin & Co at order time due to technical disruptions. If the customer does not pay on time or respectively fulfils his payment obligation with an incorrect amount, Coinimal may also exercise its right of withdrawal or may not accept the order. Coinimal may charge a processing fee in such cases. This also applies to sales of Bitcoin & Co by the customer. For sales or payments with Bitcoin & Co, it should be particularly taken into consideration that the Bitcoin & Co must be sent within 10 minutes, along with all corresponding transaction fees (which can increase according to the load on the network).

8. Reservation of Title

- 8.1. Until the purchase price, including all fees and expenses, has been fully paid, the Bitcoin & Co or possible proceeds from any sale thereof, remain the property of Coinimal. This reservation remains in force regardless of any form of processing or blending of goods, which may take place in any location.
- 8.2. It is agreed that the assertion of our rights does not constitute cancellation of the contract, unless Coinimal explicitly declares its withdrawal from the contract.
- 8.3. In the case of a valid withdrawal from the contract by Coinimal for a genuine reason (for example as listed under point 6 Contractual Partner's Shared Liabilities), Coinimal has the right to charge the contractual partner a processing fee in the amount of €20.
- 8.4. Upon the transfer of the Bitcoin & Co, the assumption of risk, especially the risk of deterioration and loss, passes to the contractual partner.

9. Warranties

- 9.1. Coinimal warrants to fulfil its tasks to the best of its knowledge and abilities.
- 9.2. Any warranty issues which may arise are subject to the legal guidelines. In the case of a warranty dispute, Coinimal shall be allowed to select the type of remedy (rectification, replacement, price reduction or conversion).
- 9.3. Contractual partners can only assert such claims if they point out the deficiency in writing within an appropriate amount of time after the contract has been fulfilled.
- 9.4. If Coinimal is engaged by the contractual partner to remedy a declared and/or alleged deficiency and it is proven that no deficiency exists or that it is or was the responsibility of the contractual partner, Coinimal is entitled to charge compensation for any resulting expense.
- 9.5. Coinimal runs the platform with the best of their knowledge and belief. Nevertheless, Coinimal assumes no responsibility and accepts no liability whatsoever, regarding the accuracy of information given on their website (*website accuracy*).

10. Liability

- 10.1. Coinimal carries out its services carefully and reliably. However, unavoidable interruptions, such as necessary maintenance work, can occur; such interruptions lie outside Coinimal's control. Coinimal will, however, endeavour to correct any disturbance or disruption, as quickly as possible.
- 10.2. Coinimal shall only be obligated to provide compensation for any damage in the case of intent or gross negligence. There is no liability for minor negligence, except for the case of personal damages. Coinimal shall not be liable for indirect as well as consequential damages, especially regarding damages to other software; the same applies to lost profit and damages to the property of the contractual partner as well as to that of third parties. Furthermore, Coinimal is not liable for damages caused by unavoidable service interruptions which are necessary for maintenance work or to avoid network disturbances and/or which are caused by inevitable occurrences which are outside Coinimal's control.
- 10.3. Consumers' statutory rights are unaffected by this.
- 10.4. Coinimal cannot guarantee that the security certificates displayed on <https://coinimal.com> and <https://bitpanda.com> are completely secure and therefore cannot assume any liability

therefore. Furthermore, Coinimal cannot be held liable for any loss of customer data (e.g. due to hacker attacks) which lie beyond its sphere of influence. The customer will be informed immediately about the loss of data. As a preventive security measure, Coinimal recommends that each customer enables two-factor authentication.

- 10.5. Coinimal assumes no liability, in the sense of point 10.2, for stored Bitcoin & Co in the hot- and coldwallet for the user as well as information of the user and transactions between the wallet and the user. This applies in particular for unforeseeable events or incidents that cannot be prevented by Coinimal, such as interference, computer failures or criminal activities through third parties (for example hacking). Coinimal undertakes to care for the Bitcoin & Co stored by the contractor to the extent to which it is technically possible and to store the majority of these "cold" (as noted under point 5.10).
- 10.6. Coinimal cannot be held liable for the safety of the user's login data. Each user is obligated to use secure login data and to keep these safe.

11. Data Protection

- 11.1. In the course of delivering the negotiated services, Coinimal is in strict compliance the data protection guidelines as well as the security and integrity measures detailed in Austrian law, especially the Data Protection Act 2000 and the applicable legal provisions of the European Union.
- 11.2. The contractual partner allows Coinimal to use the submitted personal data (first and last name, education level, home address, email address and any other contract related contact information) and related traffic data for the purposes of customer service, usage analysis and planning as well as for marketing activities. Withdrawal of consent for this can be sent to Coinimal in writing at any time.
- 11.3. Coinimal will only disclose personal data to third parties if (i) the contractual partner explicitly gives his written consent, (ii) Coinimal is obligated to do so due to a legal obligation or a court's judgment, or (iii) this is strictly necessary due to preventive security measures.
- 11.4. Coinimal's website uses cookies. These are small packets of data which are stored on the contractual partner's computer and transmitted to Coinimal's server by their web browser. They contain random and anonymous designation numbers which allow the server to remember the contractual partner's selected settings each time they use Coinimal's website. Cookies do not contain or collect any personal data which could be evaluated by Coinimal or by third parties. If a contractual partner does not want to permit the storage of cookies, they may stop this by

turning off cookies in the web browser settings. The usability of the webpage will not be impacted by this. The identification number will be automatically attached to each link on the webpage by the contractual partner's web browser. The contractual partner's settings, however, will be lost as soon as they close the web browser.

- 11.5. By accepting the terms and conditions, the contractor confirms that their data may be used internally at Coinimal for risk management and for the prevention of crime (for example, money laundering).
- 11.6. Coinimal assumes no liability for compliance with data protection guidelines on third party websites to which a contractual partner is directed via links on the Coinimal website.
- 11.7. By registering at Coinimal, the customer agrees to receive newsletters. This permission can be revoked by going to "Settings" and removing the tick.
- 11.8. Coinimal reserves the right, to keep the data of a user – even after the user terminated and deleted the account data – for as long as legally possible.

12. Note on risk: Bitcoin & Co

- 12.1. The value of Bitcoin & Co is, just as the value of assessments, securities, derivatives or financial instruments, depends on the fluctuation in value and price. On this account, the investment in Bitcoin & Co is highly speculative with a risk of loss of the capital invested in Bitcoin & Co. Therefore Bitcoin & Co is only suitable for users, who can accept a loss of the invested capital.
- 12.2. Unlike money, Bitcoin & Co is neither accepted by a state owned central bank nor a private issuer as a method of payment.
- 12.3. With these terms, the user accepts the risks noted under point 12 and beyond. The customer uses the offered services at his own risk.

13. Tell-A-Friend Program

- 13.1. Coinimal offers a refer-a-friend program for an undetermined amount of time. A "Referral-Code" for this can be found in the user's account.
- 13.2. The promoter receives €2.50 for every verified account created with their "Referral-Code". They receive an additional 5% of the invoiced fees for each order. The term "fee" is to be understood

as the charge added to the market price. The commission will not be credited until Coinimal has received payment.

- 13.3. Within the context of this program, only advertising materials provided by Coinimal may be used. Alterations to these materials or the use of materials created by the user his-/herself are strictly forbidden unless otherwise stated by Coinimal.
- 13.4. Spam and other intrusive advertising measures are strictly forbidden and can lead to the closing of the account.
- 13.5. Any commission which has been earned in the context of this program must be redeemed within 180 days, otherwise it will expire. The minimum order value is €25; coupons can be combined with a standard order.
- 13.6. Furthermore, Coinimal explicitly reserves the right to lock the promoter's account, provided that and for so long as the promoter acts against Coinimal's legal guidelines, including these GTC, especially without an appropriate agreement which would make Coinimal a Tell-A-Friend program partner or a partner in general.
- 13.7. Potential customers with their main residence in Germany, are excluded from the participation in the "tell-a-friend"-program, irrespective of whether they have been recruited by a customer with residence in Germany or residence in a third country.

14. PPC und Google Adword

The user and/or partner is pursuant to point 13 obligated to refrain from Google Adword and PPC activities, in terms of (i) the respective rank by search engines as well as (ii) the expenses paid by Coinimal which would cause any degradation of Coinimals or the platforms situation before the activities of the user and/or partner pursuant to point 13.

15. ICO

It is prohibited for the users to send Bitcoin & Co from their bitpanda wallet within an ICO (Initial coin Offering, or a comparable offer where digital currency or assets are returned, to the respective Smart Contract unless specifically authorised by Coinimal. Should a user, in spite of the sentence above, do so anyway, the returned digital currency or assets will be credited to Coinimal. The user accepts to meet these regulations and agrees to help the support with the return of the digital currency or assets. Thus, Coinimal is entitled to a reimbursement of costs.

16. Jurisdiction and Choice of Law

- 16.1. Any decisions regarding disputes which may arise from the contract, including those regarding its existence or non-existence, shall be decided under the exclusive jurisdiction of the respective courts in Vienna.
- 16.2. The contract is exclusively subject to Austrian law, with the exception of its reference rules and UN sales law.

17. Other Provisions

- 17.1. Although these GTCs only refer to "ordering" or "purchasing" Bitcoin & Co, the relevant provisions also apply to the sale of Bitcoin & Co by the customer.
- 17.2. Alterations of or additions to the contract must be made in writing. This also applies to a waiver for this requirement to use written form.
- 17.3. Should any of the individual terms of the GTCs be deemed invalid or not enforceable, this does not in any way influence the validity of the remaining conditions. The parties to the contract are obligated to convert non-legally-binding or unfulfillable provisions into provisions which are not considered annulable or null and void, while maintaining its contents and purports as much as possible.
- 17.4. Announcements and declarations meant for Coinimal are to be addressed to: office@coinimal.com oder office@bitpanda.com.
- 17.5. Consumers' statutory provisions arising from the "Konsumentenschutzgesetz" and/or the FAGG are not be affected by these GTCs.