

## Terms and Conditions

### 1. Introduction and Basic Terminology

For the purposes of these terms and conditions (hereinafter referred to as “**Terms of Business**”) the terms set out below shall have the following meanings:

“**Application**” means a software solution operated by the Provider and available on the App Store and Google Play.

“**BTC**” means a virtual asset “*bitcoin*”.

“**Lightning**” and/or “**LN**” means a BTC payment protocol.

“**Wallet**” means the customized section of the Platform that allows receiving, sending and storing BTC;

“**Provider**” means 21M Custody s.r.o., company ID number (IČO): 17541549, with registered office Praha 1, Washingtonova 9, PSČ 110 00.

“**Client**” means a user of the Application using the Provider’s Services.

“**Transaction**” means the processing of a Lightning BTC payment by the Provider;

“**User Account**” means the Client’s private environment within the Application.

### 2. User Account and Framework Agreement

2.1 The Provider is the operator of the Application. The application serves the Clients: (i) to create a User Account, (ii) to create a Wallet, and (iii) to settle Transactions, i.e., to receive and send Lightning Payments (hereinafter collectively referred to as the “**Services**”).

2.2 The Provider shall set up a User Account for the Client after the Client has installed the Application and entered the necessary data.

2.3 These Terms of Business constitute a framework agreement that is to be concluded between the Client and the Provider and that defines the rights and obligations of the parties with regard to the provision of Services by the Provider to the Client (hereinafter referred to as the “**Framework Agreement**”). The Framework Agreement is concluded at the moment when the Client agrees to these Terms of Business during the installation of the Application.

2.4 All Services provided by the Provider within the Application will be governed by these Terms of Business.

### 3. Utilities

3.1 The provision of Services within the Application is carried out as follows:

i. **Holding BTC** – The Provider holds BTC for the Client within the Wallet to be used by the Client to execute Transactions. The Client acknowledges that the Wallet is set to “*custodial*” mode. The Client is the owner of BTC within the Client’s Wallet for the entire duration of the Framework Agreement.

ii. **Outgoing Transaction** – The Client is entitled to place an instruction to execute an Outgoing Transaction, specifying the amount and recipient of BTC. The Provider undertakes to process the instruction if the recipient accepts LN payments. The Client shall identify the recipient by: (i) Wallet address, or (ii) phone number, or (iii) QR code, and is responsible for the accuracy of the identification data.

iii. **Incoming Transactions** – The Provider credits the Wallet with BTC sent to the Client by another LN Protocol user. The Application allows the Client to create payment data in the form of a QR code.

iv. The Provider shall promptly inform the Client about the provision of the Service by electronic communication or in any other suitable manner.

3.2 The Client is entitled at any time to request the Provider to send BTC deposited within the Wallet to another software wallet identified by the Client.

3.3 The Client shall reimburse the Provider for the costs associated with the provision of the Services in the amount agreed within the Application.

#### **4. Complaint Policy and Limitation of Liability**

4.1 The Provider is only responsible for the execution of Services according to the instruction accepted by the Provider and is not responsible for the completion and settlement of the Transaction.

#### **5. Personal Data Processing**

5.1 The Provider processes and stores the Client's personal data in accordance with Regulation (EU) of the European Parliament and of the Council (EU) 2016/679, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and Act No. 110/2019 Coll., on Personal Data Processing, and related laws and regulations.

5.2 The personal data processing policies and information on personal data processing are available on the Provider's website in the For Customers / Privacy Policy section and the Client has read and agreed to the same.

#### **6. Disclaimer**

6.1 The Provider does not make any recommendations to Clients regarding the purchase and sale of BTC, investment research or financial analyses and similar services. Any information provided within the Application is not meant as a recommendation and is only intended to provide free access to the information to the potential Client.

6.2 The Provider is not obligated to ensure continuous accessibility of Application and does not guarantee any minimum response time of the Application to the Client's requests. The operation and function of the Application may be affected by factors beyond the Provider's control and the Provider assumes no responsibility for their consequences.

#### **7. Amendments to the Terms of Business**

7.1 The Provider reserves the right to unilaterally amend the Terms of Business. Any such amendment to the Terms of Business shall only apply to Client agreements or orders that are concluded or placed after the coming into force of the amended Terms of Business and the new version of the Terms of Business approved by the Client shall constitute a new framework agreement concluded between the Client and the Provider. Any agreements or orders that were concluded or placed prior to the coming into force of the amended Terms of Business shall be governed by the previous version of the Terms of Business.

#### **8. Governing Law and Jurisdiction**

8.1 Any legal relations arising on the basis or as a consequence of using the Provider's services shall be governed by the laws of the Czech Republic.

8.2 Any disputes arising on the basis or as a consequence of using the Provider's services shall be resolved by the competent courts of the Czech Republic.

8.3 The Client acknowledges that the Czech Trade Inspection Authority is the body that oversees the compliance by the Provider with its obligations in the area of consumer protection.

#### **9. Conclusion**

9.1 By installing the Application, the Client agrees to these Terms of Business.

9.2 Terms of Business enter into force and effect on 1 April 2023.