

## FUMBI WALLET TERMS OF USE

### 1. INTRODUCTORY PROVISIONS

- 1.1 These terms of use (the “**Terms**”) govern access to and use of the **Fumbi Wallet**, a non-custodial crypto-asset software wallet (the “**Wallet**”), made available by **FUMBI, s. r. o.**, with its registered office at Suché mýto 6, Bratislava - mestská časť Staré Mesto 811 03, Company ID: 55 651 232, registered in the Commercial Register maintained by the Municipal Court Bratislava III, Section: Sro, File No.: 177108/B (hereinafter “**FUMBI**”, “**we**”, “**us**”), and you as a user (the “**User**”, “**you**”).
- 1.2 The User expresses their consent to these Terms by electronically accepting them upon first use of the Wallet. When accessing the Wallet from a new device or after deletion of technical data (e.g. cookies or similar identifiers), the User may be required to re-accept the Terms. Use of the Wallet after the Terms have been made available shall be deemed acceptance thereof to the extent permitted by applicable law.
- 1.3 These Terms exclusively govern the use of the Wallet as a standalone software product. The Wallet does not form part of crypto-asset services provided by FUMBI and does not constitute any regulated crypto-asset service under Regulation (EU) 2023/1114 on markets in crypto-assets (“**MiCA Regulation**”) or under other applicable laws, to the extent it is used as a self-custodial solution without custody of crypto-assets.
- 1.4 If the User also uses other services provided by FUMBI, such services are governed by separate contractual documentation, in particular the Client Agreement and Terms and Conditions, and constitute a separate legal relationship.

### 2. SCOPE AND NATURE OF THE WALLET

- 2.1 The Wallet is a self-custodial software solution enabling the User to generate and manage cryptographic keys, store and manage digital assets, execute transactions on blockchain networks, and interact with decentralized applications (“**dApps**”) without custody of crypto-assets by FUMBI.
- 2.2 The User has full and exclusive control over private keys, seed phrase, and digital assets. FUMBI has no access to, does not control, and is unable to recover such data.
- 2.3 The Wallet constitutes solely a software interface enabling interaction with blockchain networks that are not owned, operated, or controlled by FUMBI.

### 3. NATURE OF SERVICES AND REGULATORY EXCLUSION

- 3.1 The Wallet does not constitute the provision of financial services or regulated crypto-asset services under the MiCA Regulation or any other applicable laws.
- 3.2 Through the Wallet, FUMBI does not provide custody or administration of crypto-assets, investment advice, portfolio management, execution of orders, or the intermediation of transactions; no information or functionality made available through the Wallet constitutes investment recommendations or financial advice.

### 4. BLOCKCHAIN FUNCTIONING AND RISK NATURE

- 4.1 Blockchain transactions executed through the Wallet take place on decentralized networks not owned, operated, or controlled by FUMBI.
- 4.2 FUMBI provides solely a software interface enabling the User to interact with such networks.
- 4.3 Use of the Wallet, as well as any third-party services, decentralized applications or protocols accessible through it, is at the sole risk of the User.

## 5. RELATIONSHIP TO THE PLATFORM AND FUMBI ACCOUNT

- 5.1 The User may connect the Wallet with their user account within the FUMBI platform (the “**Fumbi Account**”).
- 5.2 Such connection may enable, in particular, display of asset information, transfers of digital assets between the Wallet and the Fumbi Account (to the extent supported), or access to additional functionalities.
- 5.3 The connection under this Article is voluntary, purely technical in nature, and does not affect the self-custodial nature of the Wallet nor the legal regime of services provided by FUMBI.
- 5.4 The FUMBI platform (the “**Platform**”) constitutes a technological solution operated by FUMBI NETWORK j. s. a., through which products and services of individual companies within the FUMBI group may be made available to the User, each governed by its own contractual terms.

## 6. ELIGIBLE PERSONS

- 6.1 The Wallet may be used by any person aged at least 16. A User under 18 declares that they use the Wallet with the consent of their legal guardian and to an extent appropriate to their age and maturity. The User is obliged to comply with all applicable laws. FUMBI shall not be liable for use of the Wallet by persons not meeting these conditions or acting without such consent.
- 6.2 The User acknowledges and agrees that FUMBI may implement reasonable measures to ensure Wallet security and prevent misuse, including technical controls aimed at identifying risky or unusual transactions and interactions with blockchain addresses, including screening against sanctions lists and use of blockchain analytics tools (e.g. solutions provided by Crystal Blockchain). Such measures are solely for risk management and integrity protection purposes and do not constitute regulated activities or full customer due diligence under applicable anti-money laundering and counter-terrorist financing regulations. Where the Wallet is connected to a Fumbi Account or other FUMBI services are used, additional requirements, including AML/CFT obligations, may apply.
- 6.3 FUMBI may restrict or disable access to the Wallet via the Platform where necessary, in particular for the purposes of security, risk management, or legal compliance purposes, including where interactions or transactions present increased risk.
  - 6.3.1 Any restriction under clause 6.3 applies solely to access via the Platform and does not affect the User’s ability to access and use their crypto-assets via the Wallet outside the Platform, in particular through the use of the seed phrase.

## 7. USER RESPONSIBILITY

- 7.1 The User is solely responsible for securely storing their private keys, seed phrase, and all authentication data.
- 7.2 FUMBI cannot recover lost data or access to the Wallet and shall not be liable for the loss of digital assets resulting from their loss or compromise.
- 7.3 Blockchain transactions are irreversible, and the User must verify all details before confirmation.
- 7.4 The User is responsible for device security and compliance with all legal obligations, including tax obligations.

## 8. THIRD-PARTY SERVICES

- 8.1 The Wallet may enable access to third-party services, including decentralized applications, smart contracts, or other blockchain protocols.
- 8.2 FUMBI may make selected third-party services available based on its own professional assessment but does not operate or control them and is not responsible for their functionality, availability, or security.

## 9. FEES

- 9.1 FUMBI charges fees for use of the Wallet in accordance with the current Fumbi Wallet Price List (the “**Fumbi Wallet Price List**”), which constitutes a separate document governing fees for the use of the Wallet and is distinct from fee schedules applicable to other FUMBI services. Fees are charged automatically upon execution of relevant transactions or use of Wallet functionalities.
- 9.2 The User also bears all additional fees associated with Wallet use, including network fees (gas fees) and third-party fees.
- 9.3 FUMBI may amend or supplement the Fumbi Wallet Price List, with each change published on the Platform at least 30 days prior to its effective date.
- 9.4 Fee discounts may be granted to Users under conditions determined by FUMBI. Such discounts may be modified or terminated at any time.

## 10. RISKS AND DISCLAIMER OF LIABILITY

- 10.1 Use of the Wallet is associated with risks, in particular the risk of loss of access credentials (including the seed phrase), irreversibility of transactions, technical vulnerabilities, as well as the volatility of digital assets.
- 10.2 The Wallet is provided without any guarantee of uninterrupted availability and without any warranties beyond those expressly stated in these Terms or arising from applicable laws. In the event of its unavailability, the User has the option to use their seed phrase to access their crypto-assets through another solution that supports the use of a seed phrase.
- 10.3 FUMBI shall be liable for damages caused by breach of its obligations under these Terms or applicable law where such breach is attributable to FUMBI.
- 10.4 However, FUMBI shall not be liable for any damage, harm, or other loss arising in particular as a result of:
  - a) any act or omission of the User in breach of these Terms or applicable laws;
  - b) loss, disclosure, or misuse of access credentials to the Wallet, in particular the seed phrase;

- c) irreversibility of a transaction or incorrect input of transaction details by the User;
- d) fluctuations in the value of digital assets, volatility, or insufficient liquidity;
- e) acts or failures of third parties, in particular operators of decentralized applications, smart contracts, or blockchain protocols;
- f) technical limitations or vulnerabilities of blockchain networks or related technologies;
- g) temporary unavailability of the Platform or the Wallet due to maintenance, updates, cyberattacks, or malfunctions;
- h) circumstances beyond FUMBI's reasonable control.

## **11. PROHIBITED USE**

- 11.1 The User undertakes not to use the Wallet in particular for:
- a) any activity in breach of applicable laws or for the purposes of illegal activities;
  - b) circumventing or violating international sanctions or engaging in conduct aimed at such circumvention;
  - c) attempts to gain unauthorized access to the Wallet, the Platform, or related systems, or to disrupt, damage, or misuse them;
  - d) interference with the software, reverse engineering, circumvention of security features, or any other disruption of the technical integrity of the Wallet;
  - e) misuse of smart contracts, decentralized applications, or other blockchain protocols through the Wallet;
  - f) conduct that may result in harm to FUMBI, other users, or third parties.

## **12. INTELLECTUAL PROPERTY**

- 12.1 All intellectual property rights to the Wallet, its software, design, content, and branding belong to FUMBI or its licensing partners.
- 12.2 The User is granted a non-exclusive, non-transferable license to use the Wallet solely for the purpose of its use in accordance with these Terms.
- 12.3 The User is not entitled to copy, modify, distribute, or otherwise use the Wallet or any part thereof beyond the scope of this license, except where permitted by applicable laws.

## **13. PERSONAL DATA PROTECTION**

- 13.1 FUMBI processes the User's personal data in accordance with Regulation (EU) 2016/679 (GDPR) and a separate document, the Privacy Policy – Fumbi Wallet, which is available on the Platform. In the event of connection with a Fumbi Account, technical data necessary to ensure functionality may be shared with companies within the FUMBI NETWORK j. s. a. group and their technical providers.
- 13.2 Processing of personal data in connection with the use of the Wallet is based primarily on the performance of a contract and on FUMBI's legitimate interest in ensuring security, prevention of misuse, risk management, and protection of the integrity of the service provided, including the performance of technical checks of transactions and interactions with blockchain addresses.

## **14. SUSPENSION AND TERMINATION**

- 14.1 FUMBI may restrict or suspend access to the Wallet in particular for reasons of security, maintenance, risk management, or compliance with legal obligations. The User may cease using the Wallet at any time.
- 14.2 The User's consent to these Terms, granted in the manner set out in clause 1.2, shall last for the duration of the use of the Wallet. Termination of the use of the Wallet by the User shall not affect provisions which, by their nature, are intended to survive termination, in particular provisions on liability, risks, and intellectual property.

## **15. AMENDMENTS TO THE TERMS**

- 15.1 FUMBI is entitled to amend these Terms, and each amendment shall be published on the Platform at least 30 days prior to its effective date, unless the nature of the amendment requires a reasonably shorter period. Use of the Wallet after the amendment becomes effective shall be deemed acceptance of such amendment.

## **16. GOVERNING LAW AND DISPUTE RESOLUTION**

- 16.1 These Terms shall be governed by the laws of the Slovak Republic. Slovak courts shall have jurisdiction to resolve disputes, unless mandatory legal provisions provide otherwise.
- 16.2 If the User is a consumer, they have the right to contact the Slovak Trade Inspection Authority as the supervisory authority for consumer protection ([www.soi.sk](http://www.soi.sk)) or to use alternative dispute resolution in accordance with specific legal regulations, in particular Act No. 391/2015 Coll.

## **17. LANGUAGE VERSIONS AND INTERPRETATION**

- 17.1 These Terms are provided in the English language. An original Slovak language version of these Terms also exists.
- 17.2 In the event of any inconsistency, ambiguity, or discrepancy in interpretation between the English version and the Slovak version, the Slovak version shall prevail.

## **18. CONTACT DETAILS**

FUMBI, s. r. o.  
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