



PLATFORM TERMS OF USE AGREEMENT

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1. INTRODUCTORY PROVISIONS

FUMBI NETWORK j. s. a. is a simple joint-stock company established in the Slovak Republic, with its registered seat at Suché mýto 6, 811 03 Bratislava – Staré Mesto district, Company ID: 52 005 895, registered in the Commercial Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B (hereinafter the “**FUMBI NETWORK**”), which operates the Platform <https://fumbi.network> (including its language versions) and any other software or technological solutions used for its operation (hereinafter the “**Platform**”).

The Platform serves as a technological solution through which the User of the Platform may be provided with products and services offered by various companies belonging to the FUMBI NETWORK corporate group, in particular its subsidiaries FUMBI, s. r. o., FUMBI Wealth Management, a. s. and DLT Payments OÜ.

Through the Platform, crypto-asset services may also be provided, the provider of which is exclusively the subsidiary **FUMBI, s. r. o.**, with its registered seat at Suché mýto 6, 811 03 Bratislava – Staré Mesto district, Company ID: 55 651 232, which provides these services on the basis of an authorisation under Regulation (EU) 2023/1114 of the European Parliament and of the Council on markets in crypto-assets (“**MiCA**”).

For the purposes of this Platform Terms of Use Agreement (hereinafter the “**Agreement**”), the “**User of the Platform**” means any natural or legal person who has created a User Account on the Platform and has accepted this Agreement during the registration process.

The purpose of this Agreement is to govern the rights and obligations between FUMBI NETWORK and the User of the Platform related to the use of the Platform. This Agreement does not establish any rights or obligations between you and FUMBI NETWORK in connection with the provision of crypto-asset services. The rights and obligations of a User of the Platform acting in the position of a Client in connection with the provision of crypto-asset services are governed by a separate Client Agreement concluded with FUMBI, s. r. o.

2. TRADEMARKS AND COPYRIGHT

FUMBI NETWORK is the owner of the copyright to the Platform, including any information and materials published and arranged on it, unless stated otherwise. Trademarks, trade names, logos and other designations displayed on the Platform that are owned by FUMBI NETWORK are protected by the applicable legal regulations, and the User of the Platform is not entitled to use them without the prior consent of FUMBI NETWORK.

Designations owned by subsidiaries of FUMBI NETWORK or third parties are used on the Platform on the basis of a license or other authorisation of their owners. The User of the Platform is not entitled to use such designations in any manner without the prior consent of their owner.

3. CHANGES TO INFORMATION AND MATERIALS

FUMBI NETWORK may at any time change, update or supplement information, texts and materials published on the Platform that do not constitute contractual terms of this Agreement. Such changes may be made without prior notice to the extent they do not conflict with agreements concluded between the User of the Platform and the providers of services made available through the Platform. These changes have no impact on the rights and obligations of the User of the Platform arising from this Agreement.

4. INTENDED USERS OF THE PLATFORM

The Platform is not intended for any person or entity in any jurisdiction or country where such distribution or use would be contrary to local laws or regulations.

5. FUMBI CREDIT

FUMBI Credit represents a prepaid unit of a credit system that constitutes a limited network instrument under Section 1(3)(k) of the Payment Services Act and may be used exclusively as one of the payment methods for products and services provided by companies belonging to the FUMBI NETWORK corporate group in accordance with this Agreement (hereinafter the "**FUMBI Credit**"). The value of 1 FUMBI Credit corresponds to the value of 1 EUR.

FUMBI NETWORK may enable the User of the Platform to acquire FUMBI Credit through the Platform. By acquiring FUMBI Credit, the User of the Platform does not become entitled to the provision of any product or service. FUMBI Credit is issued and administered by FUMBI NETWORK.

The User of the Platform may acquire FUMBI Credit in the ways specified on the Platform, in particular by transferring funds to a bank account designated by FUMBI NETWORK for this purpose or by converting the balance of products provided by subsidiaries of FUMBI NETWORK, if permitted by the applicable terms.

The User of the Platform is entitled to request a payout of FUMBI Credit at any time, by transferring funds corresponding to the value of their FUMBI Credit at the ratio **1 FUMBI Credit = 1 EUR** to their bank account held in their name. The payout of FUMBI Credit is possible only to the extent of the unspent and valid balance. The payout of FUMBI Credit shall be performed free of charge. The payout of FUMBI Credit has no impact on the rights and obligations of the User of the Platform acting as a Client of any subsidiary of FUMBI NETWORK in connection with products or services already purchased from such subsidiaries.

FUMBI Credit is non-transferable, does not bear interest, and does not constitute electronic money or a payment service. The use of FUMBI Credit is strictly limited to the payment of products and services within the FUMBI NETWORK corporate group.

6. GENERAL TERMS OF USE

The User of the Platform is required to comply with generally binding legal regulations, this Agreement, and to respect the rights of FUMBI NETWORK and third parties when using the Platform.

The User of the Platform undertakes not to:

- a) interfere in any manner with the functionality of the Platform or any solutions developed by FUMBI NETWORK or on its behalf, or endanger and/or disrupt their smooth operation;
- b) use programs, devices or procedures that could negatively affect the functionality of the Platform;
- c) unlawfully obtain personal data of other users or any information that constitutes a trade secret of FUMBI NETWORK or constitutes confidential information of FUMBI NETWORK..

For the purpose of protecting the safety and integrity of the Platform, FUMBI NETWORK is entitled to temporarily restrict or block the User's access to the Platform, in particular in the event of suspicion of a technical incident, unauthorised intervention, security breach, or fraudulent conduct.

7. DISCLAIMER OF LIABILITY

FUMBI NETWORK, as the operator of the Platform, is responsible for its technical operation, security and availability to a reasonable extent.

Information concerning products and services provided by companies belonging to the FUMBI NETWORK corporate group and published on the Platform originates from those companies, which bear full responsibility for their accuracy, timeliness and completeness. FUMBI NETWORK is not liable for the content of such information insofar as it merely intermediates it and does not itself provide those products or services.

FUMBI NETWORK is not liable for any damage to the hardware or software of the User of the Platform that may arise as a result of using the Platform or third-party linked websites, unless caused intentionally or negligently by FUMBI NETWORK.

8. THIRD-PARTY LINKS

The Platform may contain links to websites operated by other parties. These links are provided for user comfort and convenience; however, such websites are not controlled by us, nor do we monitor their privacy or other practices. We are not responsible for the functioning of websites operated by third parties or for your business relationships with them.

9. AMENDMENTS TO THE AGREEMENT

FUMBI NETWORK is entitled to unilaterally amend or supplement this Agreement. The User of the Platform will be notified of a change to the Agreement via the Platform or by e-mail at least 14 days before the amendment becomes effective.

If the User of the Platform disagrees with the change, they are obliged to notify their disagreement in writing or request deletion of their Account before the effective date of the amendment. Failure to provide such notice shall be deemed acceptance of the amendment. Continued use of the Platform after the effective date constitutes confirmation of acceptance of the amendment.

By accessing the Platform and all pages connected thereto, I agree to be bound by the above-stated terms.