

# COINHOUSE

## GENERAL CONDITIONS

(updated 31/05/2023)

COINHOUSE is a simplified joint stock company with a capital of €150 000, whose registered office is located at 14 avenue de l'Opéra 75001 Paris, France, registered under number 815 254 545 RCS de PARIS (hereinafter "COINHOUSE"), registered with the AMF as a Service Provider for Digital Assets, also known as Crypto-assets, under the number: E2020-001

COINHOUSE provides a customer base of Consumers and legal entities (the "Customers") with access to Services (as defined below) relating to Crypto-assets. COINHOUSE allows its customers to perform the Services through its Website, its Mobile Application and/or through a Customer Representative.

### 1. Warning on risk factors

Access to a Customer's Coinhouse Account is secured by default with an email address and password chosen by the Customer. Customer is reminded that he/she must choose a complex password that is different from the passwords for his/her email accounts and other services that he/she protects access to. Access by a third party to a Customer's Coinhouse Account may result in the theft of Crypto-assets stored in the Account. Coinhouse shall not be liable for any theft that occurs under these conditions.

We recommend that each Customer strengthen the security of their Coinhouse Account by using dual authentication (2FA as defined below) as explained throughout the account creation process and in articles available in the "Need Help?" section (<https://support.coinhouse.com/hc/fr>) of the Website, the Mobile Application or by contacting our Customer Service. Coinhouse shall not be liable for any consequences of any nature whatsoever resulting from loss, theft, misappropriation/hacking, theft, fraud, unavailability of access to the Customer's email address linked to their Coinhouse Account, their computer equipment, their telephone or 2FA applications, the security of their password, their identity documents and proof of residence or origin of funds, all of which are their responsibility.

Crypto-assets and the technologies on which they are based are innovative and relatively recent. Whatever their use (investment value, exchange value, representation of a right, etc.), Crypto-assets and their use entail several risks, including but not limited to: market risk, liquidity risk, volatility risk, and risk of total loss of funds in the event of a manipulation error or loss of the private key. These risks are listed and explained on our website in the "Compliance" section (<https://www.coinhouse.com/fr/conformite/>).

Investment in Crypto-assets is therefore not suitable for all Clients. It is the responsibility of the Clients to inform themselves about the various Crypto-assets, the underlying technologies, and to understand what a Portfolio (as defined below) is, how to handle it and in particular how to make deposits and withdrawals of Crypto-assets. COINHOUSE makes available free of charge on its Website and updates educational content, research notes and white papers written by its teams in order to assist its Clients. The sections Need help? and Go deeper on the Website contain answers to many questions.

COINHOUSE will not be liable for any damages caused by an error in the address of the Portfolio attributable to the Customer.

On its Website, its Mobile Application and its various media, COINHOUSE is likely to indicate the past performance of the valuation of a given Crypto-asset (in particular its Price as this term is defined below). COINHOUSE reminds its Customers that past performance is not indicative of future performance, that Crypto-asset prices are particularly volatile (for example, they can vary by more than + or - 20% in one day) and that, as a general rule, there is no high performance without high risk.

## 2. Definitions

Purchase of Crypto-assets, Purchase, Purchase order: acquisition by a Customer of a quantity of Crypto-assets sold by COINHOUSE against payment in Euros by a means of payment accepted on the Website or the Mobile Application.

Airdrop: refers to the conditional free distribution of Crypto-assets.

Coinhouse Application and/or Mobile Application means the Coinhouse software application published and provided by Coinhouse, which provides access to the Services as defined below, and which is available free of charge in the Apple App Store and the Google Play Store for download by the Customer to their Apple iOS and Android device. The Customer will need his own cell phone with internet access and a recent operating system. The Customer is required to install the latest software version of the Application on his cell phone.

Transaction Notice: a document sent by a Customer Service Representative for electronic signature by the Customer in connection with the performance of certain Services. The sending of this document is considered as proof of the execution of the Service in question.

**Customer Service Representative:** Operator who assists Customers in providing Services and advice on the Crypto-asset market. The Customer Relationship Managers, specially trained and identified as such, can intervene remotely (email, telephone or video system via internet) after having identified the Customer or in the presence of the Customer.

**Clearing a Purchase Amount:** COINHOUSE calculates the amount of Crypto-assets to be received by the Customer upon a Purchase by dividing the Purchase Amount expressed in Euros by the Crypto-asset Price set by COINHOUSE at the time of the validation of the Purchase by the Customer.

**Clearing of a Sale:** COINHOUSE calculates the amount paid to the Customer in a Sale by multiplying the given quantity of the Customer's Crypto-asset available in the Sale by a Crypto-asset Price set by COINHOUSE at the time of the validation of the Sale, minus the Transaction Fee related to the Sale.

**Special Terms and Conditions:** Special Terms and Conditions are the various terms and conditions that specify all the specific contractual characteristics of the GTC of COINHOUSE. The Special Terms and Conditions are added to or modify the GTC in order to adapt them to the particular case of a Customer and/or a Service. The Special Terms and Conditions proposed by COINHOUSE can be specified in a specific document or contract signed by the Customer or on any durable medium proposed by COINHOUSE (including electronic signature system) and validated by the Customer who accepts them.

**Retention of access to Crypto-assets or "Retention" or "Storage" service of Crypto-assets:** service provided by COINHOUSE to its customers, aiming at keeping and securing the access to their Crypto-assets. The Crypto-assets stored by COINHOUSE on behalf of its Customer are only accessible to the Customer according to procedures defined by COINHOUSE and accepted by the Customer who accepts these TOU.

**Crypto-asset or Crypto-currency or Digital Asset:** is a digital representation of values or rights that can be transferred and stored electronically, using blockchain or similar technology. Digital assets are legally defined as:

- The tokens mentioned in article L. 552-2 of the Monetary and Financial Code, excluding those that meet the characteristics of the financial instruments mentioned in article L. 211-1 and the savings bonds mentioned in article L. 223-1 ;

- Any digital representation of value that is not issued or guaranteed by a central bank or public authority, that is not necessarily attached to legal tender and that does not have the legal status of money, but that is accepted by natural or legal persons as a medium of exchange and that can be transferred, stored or exchanged electronically.

It is specified that this legal definition may change over time. Digital assets do not have a single legal definition. The legal classification applicable to them, and the related regulatory regime, must be assessed on a case-by-case basis and in concreto, taking into account the specific characteristics of each project (ESMA report, Advice on Initial Coin Offerings and Crypto-assets, 9 January 2019; and EBA report, Report with Advice for the European Commission on crypto-assets, 9 January 2018).

For the purposes hereof, COINHOUSE attaches Non-Fungible Tokens (NFTs) to the definition of Crypto-Active.

COINHOUSE offers different types of Crypto-assets, such as Bitcoin, Ethereum and stablecoins. The list is available on the Website, on the Mobile Application and upon request to Customer Service.

GCU : corresponds to the present general conditions of use of COINHOUSE governing the Services applicable to all Customers of COINHOUSE, if necessary completed or amended by the Special Conditions. The GTC are available for download on the Website and can be consulted on the Mobile Application; they are also sent to the Customer by e-mail. In particular, the Customer must validate them when creating his Account and when performing each Service.

Customer: The Customer may be a Consumer within the meaning of the Consumer Code, a non-professional, a legal entity. The Customer must be a natural person within the meaning of Article 414 of the Civil Code and must not be under the incapacity listed in Article 1146 of the Civil Code.

Customer Account or Account: means a unique and personal account allowing access to COINHOUSE services on its Website or on the mobile Application. The identifier of a Customer Account is an email address. A Customer Account is protected by a password which must respect the imposed format. COINHOUSE conducts Login Verifications and strongly recommends that customers use dual authentication ("2FA") to access the Customer Account on the Website and make Transactions and Withdrawals, modify and provide Account information. By default, a Customer has a "Classic" Customer Account.

Validated Client Account: a Client Account is validated when the Client receives an e-mail from COINHOUSE informing him of its validation or is informed by a Client Officer. COINHOUSE decides alone through its Compliance and Risk Management

Department whether to validate a Customer Account based on the Customer's identification data, its LCB-FT policy and the information provided by the Customer. Only a Client with a validated Client Account can access the Services.

**Crypto Account:** means a position-keeping account in which is recorded the quantity of a given Crypto-asset held by a Customer and held in Custody at COINHOUSE, as well as its countervalue in legal tender based on a Price provided as an indication. Each Customer has several Crypto Accounts associated with the validated Customer Account, the number of which is equal to the number of different Crypto-assets available for Transactions on the Website or on the Mobile Application.

**Paid account:** means a commercial offer made by COINHOUSE to its Customers. This includes Premium Accounts, Business Premium Accounts, Platinum Accounts, etc. This offer is valid for the period indicated at the time of subscription and after payment by the Customer concerned of a non-refundable entry fee fixed by COINHOUSE and indicated to the Customer prior to subscription to this commercial offer. The offer allows the beneficiaries to access additional services described on the Website and on the mobile Application during the period when the subscription is effective and the Customer Account is validated. Membership of the Premium Status is validated by the Compliance and Risk Management Department of COINHOUSE, which reserves the right to refuse and suspend membership, without being obliged to reimburse the Customer for the amount of the non-refundable entry fee, in the event of the Customer's failure to comply with these T&Cs or inappropriate behaviour towards COINHOUSE (for example, but not exhaustively, in the event of abusive, disrespectful, threatening behaviour etc.). The offer and its conditions of eligibility are indicated on the Website, on the Mobile Application and are available on request to the Customer Service.

**Consumer:** means in the sense of the provisions of the Code of consumption, any natural person who acts for purposes which do not enter within the framework of its commercial, industrial, artisanal, liberal or agricultural activity.

**Conversion or Conversion operation:** service offered by COINHOUSE consisting of exchanging a quantity of one type of Crypto-asset for a quantity of another Crypto-asset.

**Technical Failure:** means one of the following cases resulting from an event not attributable to COINHOUSE unavailability of access to the telephone network or the Internet by COINHOUSE or the Customer, unavailability of access to COINHOUSE's data hosted by third parties for reasons attributable to such third parties, unavailability of access to COINHOUSE's Portfolios, technical problem inherent in the operation of a Blockchain or a "smart contract", unavailability of access to or manipulation of COINHOUSE's bank accounts used for the receipt of Purchases or

the payment of Sales, unavailability or failure of COINHOUSE's payment service providers (PSP) or technical partners related to the payment of Transactions unavailability of access to partner platforms or marketplaces for the purchase or sale of Crypto-assets operated by COINHOUSE on its own behalf, unavailability or loss of access to the Customer's Portfolio, events resulting from the action of hackers, a logical attack or a computer virus or any other malicious act on the Customer's computer systems, those of the technical partners or marketplaces used by COINHOUSE for the Transactions and the Safekeeping.

2FA (dual authentication or two-step verification): This is a method by which a Customer can access their Customer Account, change Account information, provide a Wallet address, complete a Transaction or Withdrawal only after presenting two separate forms of identification to an authentication mechanism. This security feature is strongly recommended for all COINHOUSE Customers.

Crypto Asset Deposit: a service offered by COINHOUSE for certain Crypto-assets only to allow a Customer to send a quantity of a Crypto-Asset he holds from his Wallet to a Wallet address provided by COINHOUSE for safekeeping at COINHOUSE in the Customer's Crypto Account.

EUR-L: is a crypto-asset whose parity in euros is communicated daily to Coinhouse by an independent company, LUGH, a simplified joint stock company domiciled at 148 rue de l'Université 75007 Paris and registered with the Paris Trade and Companies Register under number 884 976 440. The value of the EUR-L in euros is determined by LUGH and is therefore not guaranteed. The EUR-L, which is issued by LUGH under its sole responsibility, is available to all COINHOUSE customers. The EUR-L can be used by a Customer to make Transactions and can be withdrawn or deposited to/from a Customer's External Wallet. If Coinhouse allows it, a COINHOUSE Customer may sell or buy a quantity of EUR-L against Euros at COINHOUSE with interposition of his own account and in no case at LUGH. It is expressly stated that the EUR-L does not grant the Customers holding them any claim directly against LUGH, which issued the EUR-L, to obtain repayment in euros. The EUR-L cannot be qualified as a means of payment. For more information: <https://www.lugh.io/>.

Fork or fork of a blockchain: designates the event by which an update of the protocol of a blockchain is accepted and implemented only by a part of the community of parties involved in the management, validation and propagation of this protocol. This event results in the creation of a new blockchain, which shares a common history with the original blockchain until the moment of the fork event, but which is no longer compatible after this event.

**Transaction Fee or Commission:** the amount in Euros, or if applicable in Crypto-Assets, received by COINHOUSE as remuneration for the execution of a Transaction. The Commission varies according to the nature of the Transaction, the type of Customer Account (classic, paying), the amount of the Transaction and the type of Crypto-asset. It is presented and explicitly validated by the Client before each Transaction. The calculation methodology is specified in Article 9 and in the Website's Fee Schedule.

**Intervention Fee:** fee charged by COINHOUSE to the Customer for the management of an outstanding payment, a payment incident, an incident on the Customer's Account, the management of a Transaction that has not been completed due to an error or omission by the Customer or due to the absence of compliant evidence provided to the Compliance and Risk Management Department, in case of abuse of a Customer, or for any other reason mentioned in the GCU. The amount of the Intervention Fee, which is not determinable in advance, is expressed in euros calculated as a percentage of the amount of the Transaction or as an equivalent amount in Crypto-Assets, or if necessary by a fixed amount, with a minimum and a maximum, as indicated in the Website's Tariff Schedule and/or in the present GCU.

**Holding Fee:** a fee charged by COINHOUSE for holding a quantity of a Crypto Asset in a Customer's Crypto Account.

**Conversion Fee:** a fee charged by COINHOUSE for the conversion of a quantity of a Crypto-asset held by a Customer into a quantity of another Crypto-asset offered by COINHOUSE.

**Withdrawal Fee:** fee charged by COINHOUSE for the Withdrawal of a quantity of a Crypto-asset from an external Wallet due to the costs associated with the validation by the blockchain computer systems of the transfer operation of the quantity of Crypto-asset to the Customer's Wallet. These costs are not determinable in advance and their calculation methods are indicated in the Site's Fee Schedule.

**Force Majeure:** according to Article 1218 of the Civil Code, an event beyond the control of the debtor, which could not reasonably be foreseen at the time of the entry into force of the GCU and whose effects cannot be avoided by appropriate measures and which prevents the performance of its obligation. If the impediment is temporary, the performance of the obligation shall be suspended unless the resulting delay justifies the termination of the agreement. If the impediment is definitive, the agreement shall be terminated by operation of law and the parties shall be released from their obligations.

**Managed Services:** Managed Services is a service for investors who wish to delegate the management of their digital asset portfolio. A dedicated Coinhouse

account manager accompanies the client in his investment operation. There are several levels of risk for the managed portfolio depending on the investor's profile. The investor can request, by written notification, the movement of his funds from one option to another.

Fee Schedule: A fee schedule summarizing for each Service or Transaction the amount and/or method of calculation of fees to be charged by COINHOUSE, which is available on the Website by following the link [Fee Schedule | Coinhouse](#)

IBAN: International Banking Account Number means international bank account identifier. It is associated with a BIC code.

KYC (Know Your Customer): term used in the context of the application of an anti-money laundering and anti-terrorist financing procedure and designating the steps to be taken to identify a Customer (Know Your Customer).

AML-FT: means the fight against money laundering and the financing of terrorism as defined by the French Monetary and Financial Code and giving rise to the implementation of a system for evaluating client transactions in accordance with the regulations in force in France and Europe.

Purchase, Sale, Deposit and Withdrawal Limits: means, for a given Customer, the amounts equal to the maximum Purchase, Sale, Deposit and Withdrawal amounts cumulatively achievable by that Customer over a given period of time.

Management Mandate: a written contract on paper or other durable medium, by which a Client (the principal) empowers COINHOUSE (the agent) to manage a portfolio of Crypto-assets, according to his investment objectives, including his risk tolerance, his knowledge and experience and his financial situation, including his capacity to incur losses.

Gross Purchase Amount, Purchase Amount, Net Sale Amount: terms defined in Article 10.

Party: means the Customer and COINHOUSE, together or separately as the context requires.

Personnel or Operator: any employee, contractor, service provider, trainee, agent or person designated as such, employed by COINHOUSE, its subsidiaries or its parent company.

Wallet: a computer application allowing the control, reception and sending of Crypto-assets, the security of which is guaranteed by the use of cryptographic processes based on private and public key mechanisms. A Wallet contains one or more addresses used for the exchange of Crypto-assets and one or more private keys



securing the assets. Disclosure, theft, or loss of the private keys may result in the total loss of the Crypto-assets.

**External Portfolio:** a Portfolio over which the Customer has control and over which COINHOUSE has no possible control. The External Portfolio is completely outside of COINHOUSE's IT systems.

**Price of a Crypto-asset or Price:** the equivalent value in euros or in another given Crypto-asset of a unit of the relevant Crypto-asset offered to the customer, as determined by COINHOUSE upon request of the customer.

The Price of a Crypto-asset is calculated and determined by COINHOUSE by aggregating the various counter-values of the Crypto-asset in question on reputable marketplaces or liquidity providers selected by COINHOUSE, adjusted by a technical margin varying according to the following factors: nature of the Crypto-asset, price and liquidity of the asset on COINHOUSE's partner marketplaces and liquidity providers, quantity required by the customer, nature of the business relationship between the customer and COINHOUSE or any other relevant criteria determined at the time of pricing.

The Price of a Crypto-asset is indicated in various places on the Website or on the Mobile Application and is updated regularly (generally within a few minutes of each other). When it is not indicated in a procedure related to a Purchase, a Sale or a Conversion operation, the Price of a Crypto-asset is given as an indication and may represent an average value between a Purchase and a Sale operation of this Crypto-asset, and thus differ from the Price which will be retained at the time of the Transaction. Only the Price retained at the time of the Transaction counts in its accounting and for the application of these GTC.

Unless otherwise stated or the Special Terms and Conditions, COINHOUSE cannot guarantee in advance the Price of the Crypto-Asset under which a Transaction is carried out as this Price fluctuates by nature.

**Customer Knowledge Questionnaire:** a questionnaire drawn up for the purposes of AML/CFT, anti-fraud, assessment of a Customer's expectations, investment knowledge (including crypto) and risk tolerance, and sent to the Customer via an interface on the Website, the Mobile Application or directly by COINHOUSE Staff. COINHOUSE reserves the right to refuse a Service to a Customer, without compensation, in case of no response, partial response or unsatisfactory response to a Customer Questionnaire within 72 hours of its communication to the Customer.

**Restitution:** as that term is defined in Section 13.5.

**Withdrawal:** means the act of COINHOUSE sending, at the request of the Customer, a quantity of Crypto-Asset to the Wallet address provided by a Customer, it being understood that the Customer is solely responsible for providing such address and

that COINHOUSE shall not be liable for the Customer providing an incorrect or non-owned address. Withdrawal is not available for all Crypto-assets offered by Coinhouse. Crypto-assets that cannot be withdrawn are indicated on the Website or Mobile Application at the time of the Purchase process.

SEED: Backup data for a Crypto Wallet. These are in the form of a word list, and allow full access to the linked Wallet. This security allows the Wallet to be restored in case of loss, theft or destruction of the Wallet's medium (phone, tablet, PC or other). This word list is strictly confidential. Storage in any form of SEED information is the sole responsibility of the Customer. COINHOUSE cannot be held responsible for any errors in the storage of a Customer's SEED or for its loss.

Services: means the set of services offered by COINHOUSE to its Clients from the Website, the Mobile Application or through an Operator or a Customer Service Representative. The Services include Transactions, Safekeeping, Withdrawal and Deposit of Crypto-assets, Managed Services and Crypto Book. These services also include i) technical services, such as the recovery of a SEED, the transfer of a Wallet, the storage of certain Crypto-assets on behalf of the Client in an unconnected device such as a hardware Wallet, ii) investment advice on Crypto-assets, iii) access to Wallet monitoring and investment services such as Managed Accounts or Crypto Passbook on the Website and/or the Mobile Application or iv) investment services in one or more Crypto-assets through a Management Mandate, staking offer or access to decentralized finance investment solutions as these terms are defined on the Website, on the Mobile Application and commercially presented COINHOUSE reserves the right to offer the Services to its Customers according to their needs and risk aversion profiles. Certain Services may be subject to Special Terms and Conditions.

Website: means all COINHOUSE Services accessible at the following web address (url): <https://www.coinhouse.com> , and in particular the Customer Account interface accessible with his login and, if applicable, the 2FA.

Crypto Account Balance: is the amount of Crypto Assets available in a Customer's Crypto Account.

Transaction: means Purchase, Sale or Conversion of Crypto-assets by a Client.

Crypto-Asset Sale, Sale or Sale Order: service by which COINHOUSE buys a quantity of Crypto-Asset held by a Customer with a validated Customer Account against a payment in Euros made by transfer to the Customer's bank account opened in the European zone.

Login Verification: procedure implemented by COINHOUSE by asking the Customer to enter a code sent by email or SMS in order to verify that he is the originator of an action on his Customer Account.

### 3. General provisions

These GCU govern the Services offered to any Client on the Website, the remote mobile Application and through an Operator. They constitute, together with the invoice, the Special Terms and Conditions, the Transaction Notice, the Management Mandate and the Customer Knowledge Questionnaire or any other document in lieu thereof, the only contractual documents binding on the Parties, to the exclusion of any other document (prospectus, presentation of Services, catalogs or photographs of Crypto-assets, etc.) which are only indicative and non-contractual. These GTC are applicable worldwide.

The general terms and conditions of purchase or sale of the legal entity customers do not replace or supersede these GTC and are not enforceable against COINHOUSE, notwithstanding any provision to the contrary.

When Crypto-assets are bought or sold in fiat currency, the Crypto-assets are sold or bought by COINHOUSE to Customers for a Price denominated in Euro (€), unless otherwise specified. Crypto Asset Conversion does not display a Euro (€) Price, as one quantity is exchanged for another quantity. The Conversion Fee can be expressed in Euro using the equivalence with the Crypto-asset Price.

### 4. Application of the General Conditions - Enforceability and Proof

The GCU are made available to the Customer on the Website and the Mobile Application in accordance with Article 1127-1 of the Civil Code. They can also be communicated to the Customers by email upon request, by email or by post, in addition to the automatic communication and validation of the GTUs at the time of the creation of the Customer Account and at the time of the completion of a Transaction, which implies acceptance of their terms. They are also automatically communicated to the Customer when notifying all Customers when they are updated. As a result, the GCU and their subsequent modifications are enforceable against Customers who acknowledge having been informed of them and accept them.

The archiving of communications, Services performed, Customer documents and invoices is made on a reliable and durable medium in accordance with Article 1379 of the Civil Code. All these elements have evidential value between the Parties. In general, any computer document of COINHOUSE is proof between the Parties.

### 5. Language of the T&Cs

These T&Cs may be translated into English, Italian and Spanish in order to facilitate their understanding by Customers. The translated elements will have only an informative value. Thus, notwithstanding this translation, it is expressly agreed between the Parties that in the event of a dispute, only the French version of these GCU will be deemed authentic between the Parties.

## 6. Modification of the TOS

COINHOUSE reserves the right to change the GTC at any time. In case of modification of the GTC, the new version of the GTC is subject to the acceptance of the Customer who has 15 days to decline it. After this period of 15 days and if the Customer has not declined them, the GTU will come into force and will be applicable to any Service performed by the Customer. If Customer declines the new version of the TOU, Customer must withdraw the funds held in its Customer Account within 15 days, at the end of which its Customer Account will be closed under the conditions of Article 8.5.5. The version of the GCU applicable are those in force at the date of the Service. The Customer is recommended to save the GTC in force on the day of the completion of the Services he has used, notwithstanding the archiving rules implemented by COINHOUSE.

## 7. Invalidity of a clause of the GTU

The nullity of one of the provisions of the present TOS does not entail the nullity of the entire TOS.

## 8. general rules applicable to the Services

### 8.1 Crypto-asset offering

The list of Crypto-assets offered by COINHOUSE is communicated to the Customer via the Website, the Mobile Application or a Customer Representative. The Customer can also request this list by email. It may change at any time without prior notice. In particular, COINHOUSE may unilaterally decide to no longer offer Services on a given Crypto-asset. This decision may be motivated by a possible legal or technological risk. In this case, COINHOUSE will use its best efforts to notify the affected Customers in a timely manner, offer solutions so that Customers can withdraw the Crypto-assets to their Wallet, convert them to other Crypto-assets or sell them.

### 8.2 Service Offerings

The list of Services offered by COINHOUSE to its Customers may change over time. These Services are communicated to the Customer through the website [www.coinhouse.com](http://www.coinhouse.com), the mobile application, the Customer Account, and or a Customer Representative.

Not all Services offered by COINHOUSE are available for all Crypto-assets offered. Some Services such as Deposit, Withdrawal, Conversion may be limited to certain Crypto-assets offered. Similarly, some Services may be restricted to a portion of COINHOUSE's Customers or may require a specific Customer Account, such as the Pay Account. The Customer should refer to the information provided on the Website, the Mobile Application, in particular when using a Service, to find out about any limitations, ask his Account Manager or request communication by email to Customer Services.

### 8.3 General provisions applicable to the Services on the Website and the Mobile Application

All Services that a Customer may use remotely must be performed on a durable written medium, from the Customer Account validated via the Website or the Mobile Application.

The Services offered by COINHOUSE can be accessed directly on the COINHOUSE Website or Mobile Application from a validated, non-blocked or non-suspended Customer Account.

In case of difficulty in the proper execution of a Service or in the creation of a Customer Account, a Customer of the Website or the Mobile Application and COINHOUSE can communicate by phone, by email or via the support system used by COINHOUSE.

COINHOUSE reserves the right, without prior notice and without any possible compensation, not to validate a Customer Account, to refuse to execute any Service for a given Customer, or to block, temporarily suspend or delete a Customer Account under the conditions of article 8.9. More generally, COINHOUSE reserves the right to close access to all or part of the Website or the Mobile Application, to suspend the execution or the supply of all or part of the Services offered in case of Force Majeure, Technical Failure, endangerment or threats to its Personnel or technical means of any kind.

### 8.4 General Provisions Applicable to Transactions and Other Services Initiated through a Customer Service Representative

Depending on the status of his Customer Account (refer to the commercial offers on the Website or the mobile Application) a Customer can resort to the accompaniment of a Customer Service Representative for the realization of a Service in person or remotely (by telephone, email, by means of the electronic signature of a form or by video conservation) in the usual opening hours of the offices of COINHOUSE, from 9.30 a.m. to 6.30 p.m. (Paris time), every working day except public holidays, December 24, December 31, January 2 and all other days mentioned by COINHOUSE on its Website, its mobile application, its social networks or by e-mail notification (in particular by message of absence of an Account Manager).

COINHOUSE reserves the right not to execute or respond to any request made, any order sent or confirmed by any means (email, telephone, receipt of the signed Transaction Notice, etc.) outside of normal business hours, except in the case of Special Terms and Conditions or the written agreement of the Customer Service Representative approved by his or her superior specifying the conditions. COINHOUSE cannot be held responsible for the consequences, financial loss or loss of opportunity resulting from the non-execution or lack of response to a request or order made or received outside normal business hours.

The Customer is informed that his conversations with the customer service may be recorded or listened to by COINHOUSE for evidentiary purposes, fraud detection and/or to be studied in order to improve the quality of the service.

These conversations will not be kept for more than six months from the time they are recorded, unless regulations require a longer retention period.

The Customer has at any time the right to access, modify, rectify and oppose for legitimate reasons by writing directly under signature and enclosing a copy of his identity card, to : COINHOUSE SAS / Compliance and Data Management Department / 14, avenue de l'opéra 75001 Paris - France. These requests must not affect the lawfulness of the processing based on the consent given prior to the withdrawal of consent.

The User has the right to file a complaint with the CNIL. The User is informed that the data concerning him/her is kept or deleted after his/her death in accordance with the Regulations and that he/she has the right to instruct a third party that he/she has previously designated to communicate or not communicate this data.

A Customer's request to perform a Service must be made by e-mail, by telephone, by any electronic document provided for this purpose or in the presence of the Customer. Once the Customer has made a request to a COINHOUSE Customer Service Representative or Operator to perform a Service, the request is irrevocable. The execution of the Service can be confirmed to the Customer by e-mail or through the electronic signature of a Transaction Notice or orally in the presence of the Customer.

A Customer can also be assisted by a Customer Service Officer or an Operator in the event of difficulties encountered on the Website or the Mobile Application, without this being an obligation on the part of COINHOUSE to provide assistance.

En cas d'abus de la part d'un Client dans le recours à un Chargé de Clientèle ou à un Opérateur pour la réalisation de Services (par exemple, sans que cela soit exhaustif, demandes répétitives sans aboutir, sollicitations multiples, recours déraisonnable à un Chargé de Clientèle etc...), in case of inappropriate, abusive or threatening behaviour of a Customer towards a Customer Service Representative or an Operator, in case of failure of a Customer to fulfil his obligations as described in the GTC, and at the discretion of COINHOUSE, COINHOUSE can charge the Customer an Intervention Fee.

## 8.5 Opening a Customer Account

### 8.5.1 Documents and information to be provided

The documents and information to be provided when applying for a Customer Account are listed on the Website, on the Mobile Application or are available upon written request to Customer Services. COINHOUSE will require, but is not limited to, a legible and valid ID, a photograph (a selfie of the Customer with a handwritten note) or video of the Customer, a valid email address, the Customer's telephone number, the Customer's main residence address, information about the Customer's income, profession and assets, and a bank statement. In case of a joint Client Account, identical documents may be requested from the other Client Account holder.

The nature or format of these documents (image, pdf document, ...) may change over time. The list of required documents may differ in the case of the creation of a Client Account for a legal entity or a natural person. The creation of a Client Account for a legal entity requires in particular the communication of a kbis (or equivalent) less than 3 months old, the articles of association, the register of beneficial owners and a bank identity statement.

In the course of the business relationship, COINHOUSE may ask a Customer to update its documents or to provide additional documents (including proof of origin of funds, proof of income or assets, proof of purchase of Crypto-assets, answer to a Customer Knowledge Questionnaire) in order to allow the Customer to access new Services, to allow the performance of a Service or to modify the Limits as provided for in article 8.6.

### 8.5.2 Restrictions on nationality and country of residence due to AML/CFT measures and Compliance and Risk Management procedures

The opening of a Customer Account and the maintenance of the business relationship with COINHOUSE is restricted to Customers who are of legal age, whose principal residence is in Europe and whose country of nationality is not on the list of countries under international sanction or countries not authorized by COINHOUSE. The list of these countries is indicated on the Website (<https://www.coinhouse.com/fr/nationalites-autorisees/>) and is subject to change at any time and without prior notice by simple decision of COINHOUSE or by regulatory obligations. COINHOUSE cannot be held responsible for the consequences of the termination of a business relationship with a Customer due to the blocking or suspension of his Customer Account because of restrictions related to his country of residence or nationality.

### 8.5.3 Updating Customer Account Information

The Client undertakes to communicate as soon as possible any change of identity, financial or professional situation, change of residence, telephone number, bank details, email address or any other change that may affect his investment capacity; and to provide new proof.

In case of expiration of his identity document, the Customer may be required to provide a new valid and complete document as soon as possible, otherwise his Account will be suspended or blocked.

Once the Customer Account is validated, certain information cannot be modified without a specific procedure communicated by the Customer Service and upon presentation of supporting documents.

The Customer's bank account details and Crypto-asset withdrawal addresses are also sensitive data. Their modification is subject to a specific procedure described on the Website, the Mobile Application or communicated by the Customer Service.

#### 8.5.4 Securing the Customer Account on the Website or the Mobile Application

The Customer is solely responsible for securing access to his or her Customer Account on the Website or the Mobile Application, which is accessed by default using an email address and a password. It is imperative that the Customer protects his Account himself by ensuring the protection of his email system (and of which he is the only one to have access) linked to his Account and by using a complex password different from those he usually uses, and this before carrying out any Service. The very operation of Crypto-assets (especially the irreversible transfer from one wallet to another, the pseudo-anonymous wallet address) requires great vigilance, as access by a third party to a Customer's Coinhouse Account may result in the theft of the Crypto-assets stored in the Account.

It is recommended that Customer set up 2FA on their Customer Account in order to secure their information and access the Services. COINHOUSE may require prior activation of 2FA or Login Verification for certain transactions. The Customer may be required to block their account themselves if they feel there is a security risk. This blocking request can be communicated to Customer Service or can be made by following the instructions on the Website, the Mobile Application or received by email. A Customer's request to unblock a Customer Account or delete the 2FA requires following a strict procedure and providing supporting documentation as communicated by Customer Service or an Account Executive and may take several days to several weeks. COINHOUSE reserves the right not to execute this request if the procedure is not followed and the requested documents are not provided and deemed valid.

Access to the mobile Application can also be secured through the use of biometric recognition functions (Face ID, facial recognition or fingerprint applications). This function allows the identification of the Customer within the Application by biometric recognition of the Customer and implies that the cell phone or tablet is equipped with a suitable reader. The use of this function replaces the entry of the Recognition Codes (your customer number and your secret code) and guarantees the security of the access to the Application. The Customer undertakes to register his own biometric data and only on a cell phone or tablet of which he is the sole user.

Customer's biometric data is not stored outside of Customer's phone and is never stored by Coinhouse.



Coinhouse reserves the right to change or add authentication requirements applicable to all of its services or to certain specifically designated services. The Customer will be notified by email within a reasonable time.

#### 8.5.5 Deleting a Customer Account

A Customer may request, at any time, to delete his or her Customer Account, whether validated or not, by informing Customer Services by e-mail. COINHOUSE will comply with the request within a reasonable time and in accordance with the provisions of article 24. An Intervention Fee of at least 20 euros (incl. VAT) may be applied at the discretion of COINHOUSE.

It should be noted that in order to meet its legal obligations, COINHOUSE implements a monitoring process for the purpose of LCB-FT and the application of financial sanctions. As a consequence, some data will be kept for 5 years after the closure of the business relationship.

When the Customer has a positive balance on his Crypto Account, a distinction must be made:

- When the balance of the Account is less than the equivalent of the minimum amount of the Withdrawal Fee communicated to the Customer on the Website, the Mobile Application or by the Customer Service and calculated in accordance with the terms and conditions set out in the Fee Schedule, and the Customer wishes to close his Account, he must expressly renounce the amount present on his Crypto Account. The Customer's attention is drawn to the fact that any renunciation is final and that it will make it impossible to recover the funds at a later date.
- When the balance of the Account exceeds the minimum amount of the Withdrawal Fee as calculated according to the terms and conditions indicated in the Fee Schedule: the Customer is informed that he/she is obliged to withdraw the retained funds in advance and to notify COINHOUSE when the withdrawal is made in order to archive his/her Customer Account.

If Customer holds a Crypto-asset that cannot be withdrawn to an External Wallet, then Customer shall sell the amount held of that Crypto-asset or, if applicable, convert it to a Crypto-asset that can be withdrawn (such as Bitcoin). If Sale or Conversion is not possible because the amount of Crypto Asset held is less than the minimum threshold for Sale or Conversion of that Crypto Asset as indicated on the Website or Mobile Application and of which Customer shall have become aware prior to the performance of any Service, then Customer shall expressly waive the amount in his Crypto Account of that Crypto Asset.

#### 8.5.6 Dual Account

A Customer Account is strictly personal and is created for the sole use of the Customer. Coinhouse allows only one Customer Account per person.

However, a Customer may open both a Consumer Customer Account and a Legal Entity Customer Account provided that he/she has two different login email addresses and uses separate payment methods for each Customer Account.

#### 8.5.7 Death, disability, incapacity of the client, execution of a court order

In the event of the death, disability or incapacity of the Customer or by court order, the Customer Account may be transferred to a successor upon presentation of supporting documentation, after approval by the Compliance and Risk Management Department and if the successor meets the criteria for a validated Customer Account. If applicable, the Crypto-assets in the Crypto Accounts will be sold by COINHOUSE and the proceeds of the sale will be paid to the beneficiary or if there is no Crypto Account, the Account will be deleted and the proceeds of the sale will be paid to a bank account. An Intervention Fee of a minimum amount of 250 Euros may be applied.

### 8.6 Limitations on the performance of the Services

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#### 8.6.1 Minimum amount

COINHOUSE reserves the right to change at any time without prior notice the minimum value in Euro or quantity of Crypto-assets required for the performance of a Service for a given Crypto-asset (including the minimum amount for Purchase, Sale, Withdrawal, Conversion). These amounts must necessarily include the fees due to COINHOUSE for the performance of the Services requested by the Customer. These amounts are communicated on the Website, on the Mobile Application, by the Account Managers and on request to the Customer Service. Unless otherwise stated on the Website or on the Mobile Application, there is no minimum amount for the Crypto-Active Deposit.

#### 8.6.2 Maximum amount and setting of limits

COINHOUSE theoretically allows its Customers to perform Services without a maximum amount limit as long as the Customer Account does not present a security risk, the Customer is able to prove the origin of the funds (in legal tender or in Crypto-assets) during a Purchase or Sale, and only if the Compliance and Risk Management Department has given a favourable opinion to the performance of the Service, following the analysis of the documents, of the possible Customer Knowledge Questionnaires and more generally of the information transmitted by the Customer.

Buying, Selling, Depositing or Withdrawing Limits can be set on a 365-day rolling basis, per day, over a given period of time or without a time limit and can apply to a given Crypto-asset in the Client Account. The value of the Limits is the cumulative

amount of all transactions made during the period. The Purchase Limits may be different depending on the payment method.

The Customer is informed of this via the Website, the mobile application or by a Customer Representative.

### 8.6.3 Withdrawal or Deposit

Not all Crypto-assets offered by COINHOUSE are withdrawable or depositable to or from an External Wallet. It is the Customer's responsibility to find out which Crypto-assets are supported. There is a minimum amount for a withdrawal. This amount is permanently communicated on the Website, on the Mobile Application, on request to the Customer Service and by the Customer Managers.

A daily limit may be imposed on Withdrawal on the Website or the Mobile Application for a given Crypto Account, in order to protect the Customer from possible security risks. In this case, the Customer is informed and a procedure, which includes a reinforced authentication, is communicated to him in order to lift this Limit.

COINHOUSE reserves the right to conduct in-depth analyses (including the destination of funds) and to refuse Withdrawals for security, legal or regulatory reasons.

COINHOUSE may require the Customer to withdraw his Crypto-assets if their value expressed in Euros exceeds a threshold set by COINHOUSE. In this case, COINHOUSE will inform the customer with 30 days' notice and may offer the customer a custodial solution better suited to his needs.

COINHOUSE has the right to ask the Customer for the nature of the external Wallet (physical Wallet, software Wallet, Wallet held at another Service Provider, website Wallet, mobile application Wallet) from or to which he/she is making a Deposit or Withdrawal, as well as the name of the person or entity owning the originating Wallet or the destination Wallet

With regard to the crypto-assets of Customers who have been requested to withdraw to an external Wallet and who have been refused by the Compliance and Risk Management Department, these will be sold by Coinhouse in Euros under the conditions set out in article 9.2, and then refunded via the payment method used at the time of the Purchase transaction or by exception by bank transfer to the account of the rightful holder of the initial payment method, once its identification has been carried out. The amount refunded shall correspond to the equivalent value in euros of the Crypto-assets at the time of the refund minus the Intervention Fee which shall apply by operation of law, and not to the value at the time of the initial Purchase.

### 8.7 Audit and Analysis in the performance of the Services

Regardless of the level of the Customer's Account, the Compliance and Risk Management Department, as part of its AML/CFT and fraud and risk prevention activities, may decide at any time to suspend the performance of a Service for a given Customer for a period not exceeding 14 business days from the time of the request for the performance of a Service, without Coinhouse being liable for the

consequences of such suspension. At the end of this period and without time limit, the Compliance and Risk Management Department may decide to prohibit the performance of Services, prohibit or limit the use of certain means of payment, block or suspend an Account.

The questions that COINHOUSE asks the Customer allow COINHOUSE to get to know the Customer, to better understand the Customer's motivations and to remove any doubt as to the conditions under which the Customer wishes to have a Service performed. COINHOUSE is obliged by law to ask questions in accordance with the regulations.

In the absence of a satisfactory response and cooperation from the Customer,

- In the event of a Transaction, COINHOUSE may cancel the Transaction in question and will reimburse the Customer by deducting the Intervention Fee and any other losses incurred by COINHOUSE in connection with the completion of such Transaction.
- In the event of a Withdrawal, COINHOUSE may refuse the Withdrawal.
- In the case of a Deposit, COINHOUSE may refuse the Deposit and will return the quantity of Crypto-assets deposited with a deduction of the Intervention Fee to the address that the Customer shall provide under its own responsibility.
- In the case of any other Service, COINHOUSE may cancel the Service and will apply a Service Charge.

Supporting documentation required by the Compliance and Risk Management Department includes (but is not limited to):

- Additional identification documents (passport, driver's license, civil status, visa);
- Communicate as soon as possible any change in your financial or professional situation;
- Proof of the origin of the funds (document proving that he is the holder of the payment method used, bank statement, joint bank account statement, savings statement, tax notice, salary slip, notarized documents attesting to a sale, bank certificate, etc.), and in case of Sale or Deposit: cryptographic addresses allowing to determine the dates of acquisition of the Crypto-assets to be sold,

proof of purchase, proof of mining, identity of the person or entity owning the Wallet of origin or destination;

- Certification by the Customer that he/she has knowingly requested a Withdrawal at a given cryptographic address;
- Bank certificate validating the payment method used;
- Documents related to the legal entity: corporate accounts, bank statement, bank certificate, beneficial owners, ...
- Customer Knowledge Questionnaire ;
- Release of liability.

#### 8.8 Notification by a Customer of a problem observed in connection with the performance of a Service

Due to the technology used in Crypto-assets and their characteristics, if a Customer notices a problem of any kind related to a Service, to a payment of the Gross Purchase Amount by credit card or by bank transfer, to the payment of the Net Sale Amount, the Customer must notify COINHOUSE of the problem within 7 calendar days after the performance or non-performance of this Service, either by registered letter with acknowledgement of receipt, or by contacting the Customer Service and providing proof that the Customer Service has received the notification.

#### 8.9 Suspension or blocking of a Customer Account

A Client Account may be suspended or blocked by the Compliance and Risk Management Department at any time for reasons related to:

- To the procedure of knowledge of the Customer;
- At LCB-FT;
- Upon request of the competent authorities;
- Non-compliance with these TOU, including provisions related to payment methods (including the use of a VPN by the Customer);
- In the absence of a valid response from the Customer within a maximum of 7 working days to requests for proof of his KYC or of the provision of a Service ;
- On the legitimate suspicion that the Client is a victim of fraud, theft, cyber attack, extortion, manipulation, violence, blackmail or is unable to assess the risks associated with the Investments;

- Due to behavior attributable to the Customer (insults, threats, abusive requests, etc.).

A suspended or blocked Customer Account will not be able to access the Services temporarily or permanently. COINHOUSE reserves the right, at its discretion, to apply an Intervention Fee to the suspension or blocking of a Customer Account.

COINHOUSE shall not be liable for any consequences of any kind related to the blocking or suspension of a Customer Account, including theft or loss of Crypto assets held by the Customer's Crypto Account occurring before or after the blocking or suspension due to an act attributable to the Customer.

#### 8.10 Changing a Withdrawal

A Withdrawal once made by COINHOUSE cannot be modified, this operation being irreversible and under the responsibility of the Customer.

##### 1. No cooling-off period

Pursuant to the provisions of Article L.221-28, 2° of the French Consumer Code, the completion of a Purchase, Sale, Conversion, Deposit or Withdrawal transaction does not give rise to a right of withdrawal for the benefit of the Customer insofar as it concerns "the supply of goods or services whose price depends on fluctuations in the financial market beyond the control of the professional likely to occur during the withdrawal period".

## 9. Pricing

The prices charged by COINHOUSE for all its commercial offers / Services and/or the way they are calculated are mentioned on the Website in the Price List, which can be accessed here [Price List | Coinhouse](#) and in the section [Need help ?](#) They are also available upon written request to Customer Service.

#### 9.1 Crypto Asset Pricing Information

The prices of the Crypto-assets that can be traded by COINHOUSE are communicated to the Customer on the Website, on the Mobile Application or at his request during a transaction carried out with the assistance of a Customer Representative.

#### 9.2 Calculation of Transaction Fees and Intervention Fees

Transaction fees are determined as set out below and in the Fee Schedule:

- Upon Purchase, the Purchase Fee is determined by multiplying the Commission Rate by the Gross Purchase Amount (as such term is defined in Section 10) divided by  $(1 + \text{Commission Rate})$ , with the Commission Rate expressed as a percentage.

- Upon Sale, the Sale Fee is determined by multiplying the Commission Rate by the quantity of Crypto-assets sold and by the Crypto-asset Price set by COINHOUSE upon Clearing of the Sale.
- Upon Conversion, the Conversion Fee is determined by multiplying the Commission Rate by the countervalue of the converted Crypto-assets.

Fees on Transactions are subject to minimums as set forth on the Website or Mobile Application.

The commission rate may depend on the type of Client Account (e.g. Premium Account) and the payment method used.

In the event of an error attributable to the Customer (sending the wrong amount in Euros, exceeding the authorized time limit for the Transaction, use of an unauthorized or non-owned means of payment, lack of wording in the bank transfer at the time of the Purchase, communication of an incorrect IBAN or linked to a bank account that does not belong to the Customer, irregularity of the Customer Account, reasons for article 8.9), COINHOUSE may apply an Intervention Fee per Transaction, which is added to the Transaction Fee. The Intervention Fee is calculated as a percentage of the euro equivalent amount of the Transaction or as a percentage of the quantity of Crypto-asset. The Intervention Fee may be subject to a minimum.

### 9.3 Communication of the Price of a Crypto-asset. Guaranteed and non-guaranteed price

The Price of the Crypto-Asset and the final amount of the Transaction Fee are fixed and communicated to the Customer:

- before the validation by the Customer of the Transaction carried out on the Website or on the mobile Application.
- after the Transaction has been carried out if it is carried out directly by a Customer Representative acting on the Customer's request.

In both cases, the amount of the Intervention Fee may be communicated later and invoiced separately.

The price is guaranteed:

- In case of Sale, Conversion, Purchase by bank transfer or credit card initiated and finalized by the Customer from the Website or the Mobile Application;
- In the case of a Purchase made with the help of a Customer Service Representative or an Operator, when the funds have been received by bank transfer, and if the Customer expressly specifies that he/she wants to confirm

or cancel the purchase on the Website or the Mobile Application during the time period that will be indicated by email;

- If specified in the Special Conditions.

The price is not guaranteed:

- In case of automatic recurring payment of Crypto-Asset Purchase or Recurring Sale ;
- In the case of a Transaction involving a Crypto-Asset carried out directly by a Customer Care Agent or an Operator, unless specifically requested by the Customer;
- In the event of a Purchase by bank transfer made from the Website or the Mobile Application if the Customer cannot access his or her Customer Account on the Website or the Mobile Application or if he or she does not cancel the Purchase at the end of the time period indicated by email;
- Following a modification of the Transaction requested by the Client or resulting from an error attributable to the Client, failure to comply with the GCU, in particular with the procedures in Article 12, suspension of the Client Account or its blocking by the Compliance and Risk Management Department;
- In case of cancellation of the Transaction by the Customer ;
- In case of suspension of the Transaction by decision of the Compliance and Risk Management Department ;
- In case of Technical Failure or Force Majeure.

#### 9.4 No VAT on Transaction Fees

Transaction Fees, Withdrawal Fees and Deposit Fees are not subject to VAT (article 261 C, 1°-d of the CGI - BOI-TVA-CHAMP-10-10-40-50 n° 10; article 135, paragraph 1, under d), e) and f), of the directive 2006/112 - CJUE, 22.10.15, C264/14, Hedqvist).

#### 9.5 Calculation of Withdrawal Fee

COINHOUSE charges the Customer the full Mining Fee which is included in the Withdrawal Fee. The Mining Fee is determined by using the information provided by the Wallets (in units/Byte) multiplied by the size of a standard transaction and by the Crypto-Asset Rate. The Withdrawal Fee is calculated as a percentage of the gross



quantity of the Crypto-asset being Withdrawn including a minimum fee taken by COINHOUSE, as set forth in the Fee Schedule.

#### 9.6 Deposit pricing

The deposit of Crypto-assets by a Customer in his Crypto Account is free of charge, unless otherwise stated.

#### 9.7 Conservation Pricing

The Safekeeping of a quantity of one or more Crypto-assets by a Customer on his Crypto Account is a free service unless otherwise stated, in particular in the case where the Customer wishes to access a specific service which implies signing a safekeeping agreement.

If applicable, the Conservation Fees are subject to French VAT according to the legislation in force.

#### 9.8 Withdrawal Fees

Withdrawal of Crypto-assets by a Customer from his Crypto Account is a paying service, unless otherwise stated, the calculation of which is indicated in the Fee Schedule.

#### 9.9 Subscription pricing, specific pricing

Access to certain Services offered by COINHOUSE, the creation of a Customer Account for a legal entity, and access to support by a Customer Service Representative are subject to specific pricing which may include the payment of a subscription over a given period.

These prices, which are presented on the Website, on the Mobile Application and in the commercial documentation of COINHOUSE, correspond to a firm commitment on the purchase of the services by the Customer.

Access to the Services and benefits of a subscription-based Customer Account are conditional upon payment and end at the end of the commitment period, upon cessation of payments or upon written request from the Customer. A subscription Service cannot be suspended. Once paid, a subscription is considered due and cannot be refunded even if it is stopped due to the Customer.

## **10. Purchasing Procedures**

### 10.1 General Procedures :

To make a Purchase, a Customer must have an open and validated Customer Account. A suspended or blocked Account cannot make a Purchase.

When making a Purchase, the Customer enters the type of Crypto-asset to be purchased (it being understood that this Crypto-asset is sold by COINHOUSE) and the quantity he wishes to purchase or the total amount in Euros he wishes to pay (hereinafter "Gross Purchase Amount"). The Purchase Amount is the Gross

Purchase Amount after deduction of the Purchase Transaction Fee. It is the Customer's responsibility to inform himself/herself about the volatility of the Crypto-asset prices. The Customer is free to cancel a Purchase prior to the validation of his payment and the latter is cancelled without charge and the funds are returned within 2 to 7 business days to the bank account used for sending the funds.

For a Purchase on the Website or the mobile Application, the procedure is described on the Website or the mobile Application and the Price of the Crypto-active is displayed to the Customer prior to validation. The Customer has a period of time indicated on the Internet Site or on the mobile Application to pay for the Purchase and to finalize the transaction. Once the payment is validated, the Purchase cannot be cancelled by the Customer. It can be cancelled by COINHOUSE, in particular in case of Technical Failure or Force Majeure.

In the case of a Purchase by transfer, the bank account used by the Customer must be identified, its bank must be in Europe, in particular a Consumer Customer cannot use a bank account of a legal person or vice versa. COINHOUSE reserves the right, without prior notice, to limit the number of bank accounts a Customer can use.

Limits apply to a Customer's Purchases based on the Customer's Account information, Transaction history and payment method used. The Customer may request an increase in his Purchase Limits from an Operator, via the Website or the mobile Application. The Customer may be required to complete a Customer Knowledge Questionnaire provided by COINHOUSE.

An invoice is issued at the end of a Purchase and sent to the Customer by email or available on request. The history of Purchases is also available on the Website or the Mobile Application.

The quantity of Crypto-assets purchased is available within a short period of time (maximum 72 hours except for Force Majeure) in the corresponding Crypto Account of the Customer. The application of LCB-FT or anti-fraud measures or the consequences of a lack of liquidity on the marketplaces used by COINHOUSE to carry out the transactions for its own account may delay the availability of the purchased Crypto-assets. COINHOUSE cannot be held responsible for the consequences of such delay.

COINHOUSE cannot be held responsible for a refusal of the Purchase transaction by COINHOUSE and its consequences, due to the receipt of an amount different from the Gross Purchase Amount, incomplete or erroneous instructions in the wording of the bank transfer, the use by the Customer of means of payment (bank card or bank account) which do not belong to him or which cannot be linked to his Customer Account or for reasons justified by its Compliance and Risk Management Department due to the Customer's KYC or LCB-FT.

If COINHOUSE cancels a Purchase after the Customer has paid the Purchase Amount for any reason attributable to the Customer, the Customer will be reimbursed less any losses incurred by COINHOUSE due to the difference in Crypto-Asset Price from the time COINHOUSE has cleared the Purchase Amount.

COINHOUSE is under no obligation to fulfill an expired or cancelled Purchase. A Purchase that has not been validated, paid for, or partially paid for by a Customer will be deemed cancelled and may not be fulfilled by COINHOUSE.

In the event of repeated errors (transfer without reference/word, transfer not respecting the Limits, use of means of payment not belonging to the Customer, transfer from a bank account outside the European zone or unauthorized transfer) or any failure attributable to the Customer under the GCU, Intervention Fees will be applied and calculated on the Gross Purchase Amount.

If a Purchase is not completed within 360 days for any reason attributable to Customer, the Gross Purchase Amount sent will be returned to Customer upon request, less the Intervention Fee plus 10% per day from the 361st day.

#### 10.2 Purchase by credit card

The Customer has a few minutes as indicated on the Website or the Mobile Application to make his payment by credit card which will be confirmed by "3D-Secure". The credit card used must be in his name or in the name of the legal entity holding the Customer Account, must not be considered as an anonymous electronic payment method, must be valid and accepted by COINHOUSE. After the posted time limit, the Purchase is marked as "expired" and is cancelled. The Customer must not use a VPN for his connection, because the payment may be refused.

COINHOUSE cannot be held responsible for the consequences of the use of a credit card that does not belong to the Customer, a cancelled or failed Purchase transaction.

#### 10.3 Purchase by bank transfer

In the case of a Purchase by bank transfer, COINHOUSE communicates directly on the Website or the Mobile Application the bank details of COINHOUSE ("COINHOUSE Bank Account") and the exact instructions allowing the Customer to make the bank transfer, in particular the indication of a code to be put in the wording of the transfer (which can be of the type "CNHS xxxxxx"). The Customer is free to cancel the Purchase order at any time until the transfer of the Gross Purchase Amount has been received in the COINHOUSE Bank Account.

The Customer must generate the Purchase transaction on the Website or the Mobile Application before making the transfer in order to validate that the Gross Purchase Amount does not exceed his Authorized Limit and in order to obtain an identification code for the transaction to be specified in the wording of his bank transfer.

Once the payment of the Gross Purchase Amount has been received on the COINHOUSE Bank Account with the correctly indicated instructions within a maximum of 8 working days after the day after the initiation of the Purchase on the Website or the Mobile Application, COINHOUSE proceeds to the verification of the Customer's information. This validation can take a maximum of 72 hours, unless the Customer is notified (by email or phone) of an anomaly or if COINHOUSE is unable to attribute the transaction to the Customer (e.g. Customer/Operation not

identifiable); in this case, the Purchase is suspended for a maximum of 45 days. An Intervention Fee may be charged to the Customer at COINHOUSE's sole discretion. The validation of the Purchase transaction by COINHOUSE triggers a notification (by email) to the Customer to inform him that he has a period of time that can reach 72 hours to finalize the transaction himself or to cancel it without any costs. In case of cancellation, the refund of the Gross Purchase Amount is made within 7 working days except in case of Force Majeure or Technical Failure. During this 72-hour period, the Customer may log in to his/her Customer Account and definitively validate the Purchase. The quantity of Crypto-assets to be received is calculated by offsetting the Purchase Amount using the Crypto-asset Price set by COINHOUSE at the time the Customer validates. Information on the Price of a unit of Crypto-Asset, the quantity purchased and the Gross Purchase Amount is communicated to the Customer. If no action is taken by the Customer within 72 hours, the Purchase Transaction is automatically finalized at the Crypto-Asset Price set by COINHOUSE at the time the deadline expires. The Transaction fee, as calculated according to the terms of the Fee Schedule, is indicated on the invoice.

Upon receipt of a valid bank transfer, if the Purchase has been cancelled or the Gross Purchase Amount does not correspond to the amount of the bank transfer received, COINHOUSE may at its sole discretion decide to recreate or modify the Purchase transaction with the correct amount. The Customer will then be informed by email and will have a period of time (communicated in the email and which may be up to 72 hours) to cancel the Purchase itself without charge as in the procedure defined in the previous paragraph.

In the case of a recurring Purchase, the Customer will have to indicate in the wording of the transfer the words "recurring or recurr" as well as the name of the Crypto-Active, as specified on the Website, the Mobile Application or will have to inform the Customer Service of his wish to set up a recurring transfer. Upon receipt of a valid bank transfer for a recurring transaction, COINHOUSE will proceed with the Purchase according to the instructions without prior validation by the Customer who will be informed afterwards. A Purchase by recurring transfer is not cancellable and the Price of the Crypto-asset acquired cannot be guaranteed or communicated to the Customer in advance.

#### 10.4 Purchase accompanied by an Account Manager

The purchase accompanied by an Account Manager applies mainly to customers paying by bank transfer. The Account Manager communicates the COINHOUSE Bank Account.

It is imperative that the Customer informs the Relationship Manager of the proposed Purchase before making the transfer in order to validate that the Gross Purchase Amount does not exceed the Authorized Limit. The Relationship Manager will respond to the Customer's requests in accordance with the GTC and the rules established by the Compliance and Risk Management Department.

Upon receipt of the transfer and after its validation, the Relationship Manager will contact the Client by email or telephone to confirm the purchase transaction(s). The Relationship Manager will assist the Client in the investment process by reminding them of the risk factors and providing them with any analysis notes produced by COINHOUSE. The Client is the sole decision-maker of his Purchase, he is free to cancel his Purchase before its validation and will be reimbursed free of charge, except for possible Intervention Fees in case of abuse or inappropriate behaviour.

Unless expressly requested by the Customer and accepted by COINHOUSE or Special Conditions, the Purchase is made at a non-guaranteed Price. The Account Executive will confirm the Purchase with the Customer by telephone (the conversation can be recorded), by email and/or by electronic signature of a Transaction Notice.

The Customer may request the Withdrawal of Crypto-assets purchased on an External Wallet, the communication of which (by email, from the Website or from the Mobile Application) is the sole responsibility of the Customer. The Withdrawal can be made at the same time as the Purchase within a maximum of 72 hours.

## 11. Sales Procedure

### 11.1 General provisions

To make a Sale, a Customer must have an open and validated Customer Account. A suspended or blocked Account cannot make a Sale.

When making a Sale, the Customer enters the exact quantity of Crypto-asset to be sold ("QV Quantity") or the net amount in Euros to be received in his bank account (the "Net Sale Amount"). Once one of the two values is set by the Customer, the other is calculated by COINHOUSE using the Price of the Crypto-asset sold. A Customer may not sell a QV Quantity greater than the Balance in his Crypto Account under consideration. The Customer is the sole decision maker of his Sale, he is free to cancel his Sale before its validation.

The Customer must fill in the bank account if the IBAN of the bank account has not been previously filled in by following the instructions provided on the Customer Account and by answering any additional security questions. COINHOUSE may request proof of each IBAN.

For a Sale on the Website or on the mobile Application, the procedure is described respectively on the Website or on the mobile Application and the Price of the Crypto-asset is displayed to the Customer prior to its validation. The Customer has a period of time indicated on the Internet Site or the mobile Application to validate the Sale and finalise the transaction. Once validated, the Sale cannot be cancelled. It can be cancelled by COINHOUSE, in particular in case of Technical Failure or Force Majeure.

The Net Sale Amount is subject to a minimum set by COINHOUSE at the time of the Sale. These Sales Limits depend on the Customer's Account data and his Transaction history. The Customer can request an increase in his Sales Limits

directly from the Website, the Mobile Application, from a Customer Service Representative or from Customer Service. The Compliance and Risk Management Department will take the necessary steps to comply with the Customer's request and may ask the Customer to provide additional information and evidence in order to authorize the Sale (in particular a Customer Knowledge Questionnaire and evidence of the origin of the Crypto-assets when they have been acquired outside COINHOUSE).

The payment of the Net Amount of the Sale is made by bank transfer according to the instructions provided by the Customer within a maximum of 7 working days after the completion of the Sale by COINHOUSE except in case of Force Majeure or Technical Failure or fault attributable to the Customer. An invoice detailing the operation is sent to the Customer and is available on request. This information is permanently displayed in the Transaction history on the Customer Account interface on the Website or the Mobile Application.

Throughout the Sale process and before the Sale is validated by COINHOUSE, COINHOUSE reserves the right to ask a Customer about the origin of the Crypto-assets sold, the date of acquisition and the origin of the funds used for their acquisition. In the event of a response deemed unsatisfactory by the Compliance and Risk Management Department, COINHOUSE will refuse the Sale and return the quantity of Crypto-assets received, if sent by the Customer, without any compensation.

If COINHOUSE cancels a Sale for any reason attributable to the Customer after it has been validated by the Customer, the Customer will be re-credited in Crypto-Assets minus any losses incurred by COINHOUSE due to the difference in Crypto-Asset Price with the time when COINHOUSE proceeded to the Clearing of the Sale. The Customer is solely responsible for the communication of his bank details (IBAN). COINHOUSE will not be held responsible for the consequences of the Customer providing incorrect information regarding his bank details. A confirmation of the bank details can be requested from the 2FA, the Connection Verification or any other means to ensure that the IBAN is the one of the Customer.

If a Sale has not been completed after 360 days for a reason attributable to the Customer, the quantity of Crypto-assets sent will be returned to the Customer on request, less the Intervention Fee of €20 plus 10% per day from the 361st day.

#### 11.2 Sales accompanied by an Account Manager

It is imperative that the Client informs the Account Manager of his proposed Sale before making his Deposit in order to validate that the Net Sale Amount does not exceed his Authorized Limit. The Account Manager will be responsible for responding to the Client's requests in accordance with the GTC and the rules established by the Compliance and Risk Management Department.

The Customer contacts the Account Manager by email or telephone to request a Sale. The Account Manager will assist the Customer in this process and will provide him with the analysis notes made by COINHOUSE. The Customer is the sole decision-maker of his Sale, he is free to cancel his Sale before its validation. Any

abuse on the part of a Customer may be subject to the invoicing of Intervention Costs.

The Sale is made at a non-guaranteed Price, except for Special Conditions. The Account Manager will confirm the Sale with the Customer by telephone (the conversation can be recorded), by email and/or by electronic signature of a Transaction Notice.

## 12. Procedure related to a Conversion operation

### 12.1 General provisions

To perform a Conversion, a Customer must have an open and validated Customer Account. A suspended or blocked Account cannot perform a Conversion. The list of Crypto-assets for which Conversion is offered is available on the Website, the Mobile Application from a Customer Representative and on request from Customer Services.

When performing a Conversion, the Customer indicates the exact quantity of Crypto-assets to be converted and the type of Crypto-assets he wishes to obtain at the end of the Conversion. A Customer may not convert a quantity of Crypto-assets greater than the Balance of his Crypto Account under consideration. The Customer is the sole decision-maker of the Conversion, he is free to cancel it before its validation.

For a Conversion initiated from the Website or the Mobile Application, the procedure is described on the Website or the Mobile Application respectively and the Price allowing to define the exchange parity between the two Crypto-assets is displayed to the Customer prior to his validation. The Customer has a period of time indicated on the Website or the Mobile Application to validate and finalize the transaction. Once validated, the Conversion cannot be cancelled. It can be cancelled by COINHOUSE, in particular in case of Technical Failure or Force Majeure.

The amount of Crypto-assets to be converted is subject to a minimum set by COINHOUSE at the time of the Conversion.

Once the Conversion operation is validated, the Customer's Crypto Account is debited with the amount of Crypto-asset converted and credited with the amount of Crypto-asset received in exchange for the Conversion taking into account the Transaction Fee related to the Conversion. The amount of the new Crypto-asset credited to the Customer's Crypto Account is available for Withdrawal, Sale, or for another Conversion within a short period of time (maximum 72 hours except for Force Majeure).

An invoice detailing the transaction is sent to the Customer and is available upon request. This information is permanently displayed in the Transaction history on the Customer Account interface on the Website or the Mobile Application.

If COINHOUSE cancels a Conversion for any reason attributable to the Customer, even though the Conversion has been validated by the Customer, the Customer's Crypto Account will be credited back to the Crypto-Asset less any losses incurred by

COINHOUSE due to the difference in price between the two Crypto-Assets at the time COINHOUSE carried out the Conversion

### 12.2 Conversion operation accompanied by an Account Manager

The Customer contacts the Account Manager by email or telephone to request a Conversion. The Account Manager will assist the customer in the process and will provide the customer with the analysis notes of COINHOUSE if necessary. The customer is the sole decision maker regarding the conversion and is free to cancel it before validation. Any abuse on the part of the Customer may be subject to the invoicing of Intervention Fees.

The Conversion is made at a non-guaranteed price, except for Special Conditions. The Account Manager will confirm the completion of the Conversion operation to the Client by telephone (the conversation may be recorded), by email and/or by electronic signature of a Transaction Notice.

## 13. Conservation Department

### 13.1 Accessibility and duration of validity

The Preservation service is offered to all Customers who have a validated, non-blocked and non-suspended Customer Account and who can benefit from access to COINHOUSE's services through the Website or the Mobile Application.

The service is accessible from the Website, the mobile Application or through a Customer Service Representative following a Purchase or making a Deposit (Crypto Account). It may require the setting up of the 2FA, the Connection Verification, as well as the provision of information prior to its use, such as the IBAN and BIC of the Customer's bank account or the provision of one or more Withdrawal addresses on the Customer's External Wallet.

A Customer's Crypto Account Balance is accessible at all times (except in the event of a Technical Failure or Force Majeure) on the Website or the Mobile Application.

However, COINHOUSE reserves the right to set a maximum limit to the value in Euro of the Crypto-assets held by a Customer and kept in his Crypto Account. If this limit is exceeded, COINHOUSE may require the Withdrawal of all or part of the Crypto-assets with a notice period of 30 days and may propose a solution better suited to the Customer's needs or if the Crypto-assets are not withdrawable.

### 13.2 Operation of the service and authorization to COINHOUSE

COINHOUSE offers its Customers to keep their purchased or deposited Crypto-assets in a Crypto Account specific to each type of Crypto-asset for which COINHOUSE offers this service.

A Customer's Crypto Account is a position-keeping account that reflects the Customer's balance per Crypto-asset. Access to its Crypto Assets is secured by COINHOUSE. The Customer expressly acknowledges that he does not have direct access to his Crypto wallets which he delegates to COINHOUSE.



The Crypto-assets of the Customers are kept in separate accounts according to the nature of the Crypto-asset opened at COINHOUSE, and can be handled according to the established procedures. The Crypto-assets of the Customers are stored in accounts opened for this purpose and are distinguished from the Crypto-assets held by COINHOUSE itself, which are kept in separate accounts. COINHOUSE maintains the position of each of its Customers in secure databases.

COINHOUSE reserves the right to use, without prior notice and at its sole discretion, a portion of the quantities of Crypto-assets it holds on behalf of its Customers to make investments that generate a return for COINHOUSE. COINHOUSE is solely responsible for the selection of the intermediaries and/or decentralized computer protocols used for these purposes and is liable for the possible consequences of the loss of all or part of the quantity of Crypto-assets of its Customers so used. COINHOUSE will act accordingly and perform the necessary due diligence in the selection and management of these investments.

### 13.3 COINHOUSE's Commitments and Disclaimers

COINHOUSE undertakes to use its best endeavors to ensure the security of the stored Crypto-assets and the security and resilience of its computer systems. COINHOUSE has the human and technical means to operate the service.

COINHOUSE can only be held liable for damage to its own computer systems which are under its control. COINHOUSE cannot be held responsible for the consequences on the Retention or Withdrawal due to (i) a Technical Failure, (ii) a Force Majeure, (iii) a breach of the Customer's security of any kind, a case of Kidnapping or a ransom demand on the Customer or his relatives, a cryptolockage (software ransom), (iv) a computer attack or malicious acts by hackers or (v) a logical attack or a virus, generic or otherwise, affecting the Customer's computer, e-mail system, telephone or computer equipment, (vi) an error, negligence or malicious act attributable to the Customer, (vii) the Customer's failure to comply with these GCU.

### 13.4 Forks and Airdrop management

COINHOUSE is able to handle Forks only for some Crypto-assets for which it offers a Withdrawal service. COINHOUSE will use its best efforts to inform the customers concerned by e-mail of the existence of a Fork. COINHOUSE may encourage them to withdraw so that they can manage their access to the rights from the Fork themselves.

In addition, to ensure the management of a Fork, COINHOUSE will take into account the fact that:

- The new Crypto-Asset(s) must be supported by the Custodial System in use without technical modification, and
- The new Crypto-asset(s) must be listed on a reference website (to date: coinmarketcap.com) among the top 20 market capitalizations.

COINHOUSE does not guarantee that its Customers will receive or be credited with a certain amount of a new Crypto-asset(s) from the Fork of the Crypto-asset originally held at the time the Fork is established.

Unless otherwise informed (email sent to Customers), COINHOUSE does not manage Airdrops on Crypto-assets held in the Crypto Account of its Customers.

### 13.5 Return of Retained Crypto Assets

The Customer who has stored his Crypto-assets with COINHOUSE may request their total or partial return. This return can be done by Withdrawal or Sale. It is important to note that not all Crypto-assets offered as a Service by COINHOUSE can be withdrawn. The Website or the Mobile Application expressly mentions in case of Purchase the impossibility of Withdrawal of certain Crypto-assets. By proceeding with the Purchase procedure, the Customer acknowledges and agrees that he/she will not be able to withdraw his/her Crypto-assets.

If COINHOUSE offers Withdrawal for a given Crypto-asset, COINHOUSE agrees to promptly return the quantities of Crypto-assets held in a Customer's Crypto Account upon request. Notwithstanding this commitment, COINHOUSE will not immediately return a Customer's Crypto-assets upon the occurrence of one or more of the following events:

- If the Client Account has been suspended, closed or blocked;
- If the Compliance and Risk Management Department decides to do so because of the AML/CFT ;
- Upon request of a competent authority through the Compliance and Risk Management Department;
- If COINHOUSE has legitimate suspicions that the Customer did not initiate the Withdrawal request;
- From the Website or Mobile Application, if the Withdrawal Limits have been reached;
- In one of the cases of lack of responsibility mentioned in 13.3;
- If COINHOUSE suffers a cyber attack, is subject to a logical attack, a virus, generic or otherwise, a physical attack on its premises or undermines the integrity of the Operators in the performance of their duties;
- If the Website or the Mobile Application and more generally the computer systems of COINHOUSE are undergoing maintenance;

- In the case of the provision of certain Crypto-asset services that require a withdrawal period or the performance of specific operations by COINHOUSE prior to the return of the assets;
- If the Client is deceased or can no longer be reached.

COINHOUSE will return the Crypto-assets as soon as the aforementioned event(s) have been resolved or dealt with in such a way that the security and liability of the Customer and/or COINHOUSE are no longer at stake.

## 14. Withdrawal and Deposit Procedure

Withdrawal and Deposit are offered for certain Crypto-assets to Customers who have a validated, non-blocked and non-suspended Customer Account and who can benefit from access to COINHOUSE's services through the Website or the Mobile Application. These services are accessible from the Website or the Mobile Application and through a Customer Service Representative.

These services are subject to the same limitations and conditions as the Conservation service defined above.

### 14.1 Deposit

The Deposit is not linked to a Purchase made at the same time at COINHOUSE and is a separate transaction. However, the Customer must have made a Purchase or submitted certain documents within a short period of time in order to make or validate a Deposit.

Important - Customer Declaration:

The quantity of Crypto-assets deposited must come from a Wallet owned by the Customer. By accepting the GTC, the Customer declares that the Crypto-assets deposited were acquired by him/her in a legal manner, that he/she is the full owner of the Crypto-assets deposited, that they are not pledged and that they are not the result of fraudulent activity, money laundering or any other activity punishable by law, and that they were not entrusted to the Customer by a third party likely to infringe the same rules. The Customer acknowledges that he/she is fully responsible for the consequences of any false, incomplete or erroneous declaration. COINHOUSE will not be held responsible for any false, incomplete or erroneous declaration by the Customer. COINHOUSE may at any time request the Customer to provide evidence of the origin of the deposited Crypto-assets or to cancel the Deposit.

The Customer is warned that he/she must check the Deposit address on the Website or the Mobile Application before each Deposit. The Customer undertakes to use only the address provided by COINHOUSE for EACH Deposit as this may be different for each Deposit. COINHOUSE may change the addresses regularly or adapt them to the needs of the Blockchain technology or stop offering Deposits for a given Crypto-active. It is the responsibility of the Customer to ensure that the COINHOUSE address is active for each Deposit by sending the Deposit after creating a Deposit

transaction in his Customer Account. COINHOUSE cannot be held responsible for sending Crypto-assets to a deactivated address if the Deposit transaction has not been created beforehand on the Website, the Mobile Application or by consulting a Customer Representative.

The Customer is solely responsible for the use of the COINHOUSE Wallet address provided by COINHOUSE for the Deposit. The Customer must copy this address exactly into the application of his Wallet in order to send the quantity of Crypto-assets according to the instructions given by COINHOUSE on the Website or the Mobile Application. COINHOUSE shall not be liable for any damage caused by an error in the address of the Wallet attributable to the Customer.

#### 14.1 Online procedure

The Deposit procedure is explained on the Website or the Mobile Application. Upon receipt of a quantity of Crypto-assets by COINHOUSE, the Compliance and Risk Management Department reserves the right to block and refuse the Deposit within a maximum of 10 working days. In case of refusal, the Deposit will be returned to the Customer within a maximum of 7 working days after deduction of the Withdrawal Fee and any Intervention Fee and Safekeeping Fee.

Once validated, the Deposit credits the corresponding Crypto Account Balance and is available for Sale, Conversion and Withdrawal.

##### 14.1.2 Procedure through an Account Executive

At a distance and for authorized Customer Accounts, the Account Manager communicates by email the deposit address or the corresponding QR-code, or displays the QR-code to the customer. The operation is confirmed by email.

#### 14.2 Withdrawal

The Customer is entitled to withdraw at any time all or part of the quantity of a given Crypto-asset held in his Crypto Account opened with COINHOUSE, provided that his Customer Account is validated, not blocked and not suspended and that COINHOUSE offers the Withdrawal of this Crypto-asset. A Customer wishing to delete his account must set his Crypto Asset Balance to zero (0) in order for COINHOUSE to fulfill his request. If the Balance is less than the minimum Withdrawal or Sale amount, the Customer must expressly waive the Withdrawal or Sale of the funds held in his Crypto Account. If the Customer does not renounce, COINHOUSE will charge the Customer 20 euros (VAT included) payable by bank transfer or credit card to make the Withdrawal and close the Customer Account.

#### Important - Securing the Withdrawal:

Prior to any Withdrawal operation, COINHOUSE may ask Customer to activate the 2FA on their Customer Account or perform a Login Verification.

To ensure greater security, COINHOUSE recommends and may require the Customer to set daily and/or weekly limits on withdrawals. The Customer will be able to lift the Limits by following the procedure communicated by the Customer Service or a Customer Service Representative. The procedure will be designed to verify that

the Customer is secure and that he/she is the originator of the Withdrawal to a Withdrawal address that he/she has validated.

## 15. Paying accounts

Certain types of Customer Accounts (notably Premium and Business Premium) are subject to a fee and allow the holder to access accompanying services, which are described on the Website, the Mobile Application and in COINHOUSE's sales documentation.

## 16. Cancellation of a Service and Time Limit for Dispute.

### 16.1 By the Customer

The Customer can cancel by right:

- Prior to the validation of a Transaction, the making of a Deposit or the validation of a Withdrawal request;
- A Purchase if his corresponding Crypto Account has not been credited within a reasonable time;
- A Sale if his bank account has not been credited within a reasonable time ;

The Customer must within 7 calendar days after payment of the amount related to his Transaction, completion of the Deposit, confirmation of the Withdrawal or Withdrawal of the Crypto-assets, query his Crypto Account Balance, dispute the Service or report a problem as described in article 8.8. After this period, COINHOUSE cannot be held responsible for the consequences of a problem with a Service.

### 16.2 By COINHOUSE

A Transaction may be cancelled by COINHOUSE as of right and without notice in the event of a breach of the provisions of the TOS, including but not limited to:

- Legitimate suspicion of COINHOUSE on the true identity or on the means of payment of the Customer;
- Non-compliance by the Customer with the provisions on means of payment set out in Article 17 ;
- Failure of the Customer to respond within 7 days to questions and requests from the COINHOUSE Compliance and Risk Management Department;
- Aggressive, criminal or threatening behavior by a Customer in communications with COINHOUSE.

In case of cancellation of a Transaction for one of these reasons, COINHOUSE will refund the Customer either on the basis of the Crypto-Asset Price used for the

Transaction or on the basis of the Crypto-Asset Price corresponding to the date of refund at COINHOUSE's option. COINHOUSE may charge an Intervention Fee and deduct any losses incurred.

A Transaction may be cancelled by COINHOUSE as of right and without prior notice, without the possibility of refund, in the event of a breach of the T&Cs and in particular in the event of:

- Non-payment of the Gross Purchase Amount by the Customer ;
- Provision of an erroneous Collection address by the Customer in the event of a Collection;
- Non-transfer or erroneous transfer by the Customer of the nature and quantity of Crypto-assets to a Wallet held by COINHOUSE in case of a Deposit.

## 17. Terms and means of payment

COINHOUSE reserves the right at any time and without prior notice to change the means of payment accepted on its Website, its remote mobile application and in particular the type and issuing country of the bank cards authorized for a Transaction.

The Customer expressly agrees to use as a means of payment :

- Maximum of two different bank cards at any one time, which must be valid and in the name of the Account holder. Customer must have sufficient funds to complete the Purchase. Bank cards considered as anonymous electronic payment methods are not authorized;
- The bank transfer from a bank account in his exact name, or in his name and that of his spouse, cohabitant or partner of Civil Solidarity Pact if his family situation justifies it, opened in a banking institution located in Europe.

Customers with a legal entity Customer Account must use the bank card and bank account of the legal entity and not those of an individual, and vice versa.

All Transactions paid by credit card on the Website or the Mobile Application must be secured by the "3D secure" system allowing online security. The use of a VPN by the Customer is likely to block credit card Purchases on the Website or the Mobile Application due to the restrictions of the payment provider and COINHOUSE. The Customer is therefore requested not to use a VPN. COINHOUSE cannot be held responsible for the consequences of a failure during a Purchase due to the use of a VPN by a Customer. The Customer acknowledges having read and accepted the general terms and conditions of use of the payment service of the payment provider used for credit card payments.

COINHOUSE reserves the right to verify the personal data provided by the Customer and to take all measures deemed necessary to verify the identity of the Customer whose bank account is debited. This verification may take the form, in addition to the verification of the identity and/or domicile of the Customer, of a request for communication of all banking documents such as an IBAN prior to the validation of the Transaction.

COINHOUSE shall not be liable for the consequences :

- A defect in the Customer's means of payment and/or the payment system attributable to the Customer or his bank and/or the supplier of means of payment used by COINHOUSE ;
- The delay in returning the funds to the Customer's bank account in case of refusal or cancellation of the Purchase by the Customer, by COINHOUSE or by the payment providers used;
- The delay in receiving bank transfers to the Customer's account or to the Coinhouse Bank Account.

## 18. Tax return

COINHOUSE does not make any tax declarations on behalf of its customers. It is the responsibility of the Customer to declare their capital gains and to take all necessary and obligatory steps to pay their taxes in accordance with the applicable legislation.

## 19. Liability and Waiver of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, COINHOUSE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, VALUE, EARNINGS OR DATA, OR FOR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED BY THE CUSTOMER OR ANY THIRD PARTY.

COINHOUSE is not liable to the Customer in the event of non-performance or improper performance of the GTC due to the Customer, fraud, negligence or error attributable to the Customer, due to the occurrence of a Force Majeure, in the event of a Technical Failure or in the event of the occurrence of one or more of the events referred to in articles 10, 11, 12, 13.3, 13.4, 13.5, 14, 16 and 17 or due to the actions of third parties.

The Customer is solely responsible for the choices it makes in using the Services. COINHOUSE cannot be held liable for any advice given by the Customer Service Representative or any other personnel in connection with the use of certain Services or for any analysis notes issued by COINHOUSE, except in the case of gross negligence.

The Customer is duly warned of the risks surrounding the Services and the Crypto-assets. In this context, COINHOUSE shall not be liable for:

- The stability of the price of crypto-assets due to their high volatility;
- The loss, theft or disclosure to a third party, voluntarily or involuntarily, of its 2FA or its login or password;
- A cyber attack, a computer virus, malware, a breakdown, a theft, a loss or failure of his phone or computer device blocking access to his Customer Account or leading to allow access to a third party;
- Burglary, theft, extortion, violence, blackmail, swindling, manipulation of a person, abuse of weakness, or any other criminal offence suffered by the Customer and which may have resulted in the loss of Crypto-assets or the performance of Services not desired by the Customer;
- The loss or theft of Crypto-assets in any way after their Withdrawal from the public address indicated by the Client;
- Illegal use of Crypto-assets purchased through the Services.

COINHOUSE makes every effort to keep the Site accessible 7 days a week, 24 hours a day. However, the use of the Site may be temporarily suspended due to technical maintenance, migration or updates, breakdowns or constraints related to the functioning of the Internet or the communication networks used.

The networks on which the data circulate have different characteristics and capacities and may be saturated at certain times of the day, which may affect their download times and accessibility. COINHOUSE will not be liable for any malfunction or inability to access the Website due to third parties or the Customer, congestion of the Internet, unsuitable equipment of the Customer, maintenance or updating of the Website or any other circumstances beyond the control of COINHOUSE or in case of Force Majeure. In particular, COINHOUSE cannot be held liable for any financial consequences that may result from the impossibility for a Customer to access the Website, the Mobile Application and/or to use the Services for the reasons indicated above.

## 20. Professional Liability Insurance

COINHOUSE has taken out a Professional Liability insurance policy for Digital Asset Service Providers with MMA Entreprise under the policy number MMA IARD N° 147 019 715 covering the activities of custody service of digital assets on behalf of third parties, purchase or sale service of digital assets in legal tender, exchange service of digital assets for other digital assets and management of a trading platform of digital assets



## 21. Resolutive Clause

The cancellation of the execution of a Service by COINHOUSE or the deletion of a Customer Account by COINHOUSE will be pronounced by the receipt by the Customer of an email to the address of the Customer Account from COINHOUSE and will be acquired by operation of law without any other formality, in particular judicial, in case of breach by the Customer of one or more stipulations of the present GTC or of one of the documents, whatever the medium, to which the GTC refer and in particular those mentioned on the Website or the mobile Application.

## 22. Face-to-face meeting with an Account Manager

With some exceptions, COINHOUSE's offices are not open to the public. However, in the case of the performance of certain Services, Customers with a paying Account may have an appointment with a Customer Service Representative in the offices of COINHOUSE or in any other place agreed upon between COINHOUSE and the Customer.

COINHOUSE reserves the right to sue and seek damages for any harm of any kind to any person or entity that makes threats against COINHOUSE Personnel or officers or its affiliates, damages its systems or offices.

## 23. Intellectual Property, Trademarks and Photographs

The Website, the Mobile Application, the brands COINHOUSE, COINHOUSE CUSTODY SERVICES, EURC, ARIZEN, " LA MAISON DU BITCOIN ", and the elements reproduced on the Website or the Mobile Application of COINHOUSE, which are notably constituted of photographs, visuals, texts, works, illustrations, drawings, logos and images, are and remain the exclusive property of COINHOUSE and are protected by the copyright, the trademark law and/or the patent right. Any use, reproduction and/or distribution of these elements without prior written permission from COINHOUSE will expose the offenders to legal proceedings.

Consequently, the Customer may not reproduce, represent, extract and use in any way whatsoever all or part of the trademarks, logos, of the COINHOUSE Website.

All photographs on the Website or the Mobile Application, particularly those illustrating the products, are non-contractual and are provided for illustrative purposes only.

It is strictly forbidden to record on a computer medium, to photograph or to film the offices, its Personnel and the Customers without the express agreement of the general management of COINHOUSE.

## 24. Personal Data and Privacy

COINHOUSE undertakes to make every effort to ensure the security and confidentiality of personal data in accordance with the legal and regulatory provisions in force.

COINHOUSE undertakes to ensure that only authorized personnel are allowed to access the personal data of the Customer. Access to the premises and servers on which the data is collected, processed and archived is strictly limited. Appropriate technical and organizational measures have been taken to prevent access by unauthorized persons.

The Customer is informed at the time of opening his Account and in the present GTC that COINHOUSE collects and processes personal data about him in an automated way. More generally, the Customer agrees to the application of the Privacy Policy of COINHOUSE. The collection and processing of personal data carried out by COINHOUSE in its capacity as data controller within the meaning of Regulation n° 2016/679, the so-called General Data Protection Regulation, is necessary for the opening of a Customer Account and the performance of the Services, for the constitution of customer files, for the proper administration of the commercial relationship between the Customers and COINHOUSE, and allows for the improvement of the customer experience and/or allows for the personalization of the customer experience. This data is intended for use by COINHOUSE and its service providers and partners located inside and outside the European Union for the purposes of this Agreement, but will not be used by third parties for the purpose of marketing to Customers.

The Customer has at any time the right to access, modify, rectify and oppose for legitimate reasons, as well as the right to limit the processing or to port his personal data, which he can exercise by writing directly under signature and attaching a copy of his identity card, to : COINHOUSE SAS / Compliance and Data Management Department / 14, avenue de l'opéra 75001 Paris - France.

The Customer has the right to formulate directives concerning the fate of his or her personal data after his or her death, which can be sent to the address indicated above.

The Customer's personal data is kept for the longest period of time necessary to comply with the applicable legal and regulatory provisions.

Most of the information is kept for a minimum of 5 years in accordance with legal and regulatory obligations related to the fight against money laundering and terrorist financing.

In the event of a dispute regarding the use of his data by COINHOUSE, the Customer is informed that he can refer the matter to the Commission Nationale de l'Informatique et des Libertés.

## 25. Customer service

For any information or question, the COINHOUSE Customer Service can be reached:

- By e-mail to [serviceclient@coinhouse.com](mailto:serviceclient@coinhouse.com) or <https://support.coinhouse.com/hc/fr> ;
- By phone, at +33153009260, at the times indicated by the message service;

- By mail to COINHOUSE SAS, Customer Service, 14 avenue de l'opéra 75001 Paris - France.

## 26. Litigation - Mediation

In the event of a dispute between a Customer and COINHOUSE, the Customer must inform COINHOUSE's customer service department at the address indicated in article 23 above, taking care to specify his contact details and to provide COINHOUSE with any information that would enable it to assess the origin and the implications of the dispute.

If the dispute persists, the Customer may contact the European Commission's online dispute resolution service at the following address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.

COINHOUSE does not have an internal mediation service. However, there is a mediator at the AMF: AMF Mediator - Mrs. Marielle Cohen-Branche - 17, place de la Bourse - 75082 Paris Cedex 02. The AMF Ombudsman ([amf-france.org](http://amf-france.org))

## 27. Non-waiver

The failure of COINHOUSE to enforce any provision of these TOU at any time shall not be construed as a waiver by COINHOUSE of its right to enforce any provision of these TOU at a later time, nor shall it be construed as a modification of the TOU.

## 28. Jurisdiction and applicable law

The present GTU are subject to French law.

In the event of a dispute, the Customer is invited to make a complaint in accordance with article 25. No action can be taken against COINHOUSE without prior notice of default by registered letter with acknowledgement of receipt.

Unless otherwise provided by law, all disputes to which the Services concluded in application of these GCU could give rise, concerning their validity, interpretation, execution, termination, consequences and consequences, will be submitted to the competent courts of the jurisdiction of the Court of Appeal of Paris.

## 29. Administrative information

COINHOUSE SAS

Share capital: 150 000 € RCS of Paris 815 254 545

Address : 14 avenue de l'opéra 75001 Paris - France

AMF registration : E 2020-001

Tel: +33 1 53 00 92 60