

# GENERAL TERMS AND CONDITIONS OF SALE FOR PAYING PLANS

(Version dated 17/04/2024)

# 1. PREAMBLE

- 1.1. COINHOUSE is a simplified joint stock company (société par actions simplifiée) with capital of 210,000 euros, whose registered office is located at 14 avenue de l'Opéra, 75001 Paris, France, registered under number 815 254 545 with the Paris Trade and Companies Registry and registered as a digital asset service provider under number E2020-001 with the AMF and under number 00000005 with the CSSF for the activities of buying/selling digital assets for legal tender, exchanging digital assets for other digital assets and holding digital assets on behalf of third parties (hereinafter "COINHOUSE").
- 1.2. The purpose of these General Terms and Conditions of Sale for Paying Plans is to define the terms and conditions of subscription and use, as well as the Additional Services and Benefits associated with Paying Plans offered by COINHOUSE on its Application and Website to its clientele consisting of natural and legal persons. They also define the rights and obligations of the parties in this context (the "GCS").
- 1.3. These GTC are supplemented by (i) the GTC entered into between COINHOUSE and the Customers enabling to open a Crypto Account with COINHOUSE (the "GTC"), (ii) the general conditions entered into between COINHOUSE and the Customers enabling the latter to benefit from Staking Services (the "Staking GTC"), (iii) the terms and conditions for Recurring Purchase concluded between Coinhouse and the Customers enabling the latter to benefit from the Recurring Purchase Service and (iv) in the event that the Customer opens a Euros Account with COINHOUSE PAYMENT, the General Terms and Conditions between COINHOUSE PAYMENT and the Customers, as well as the framework agreement between TREEZOR and the Customers, enabling the latter to open a Euros Account and benefit from payment services (the "Euros Account GTC").
- 1.4. The GTC and GCS of COINHOUSE as well as the Euros Account GTC of COINHOUSE PAYMENT are available at any time in English language and can be printed via the following link: https://www.coinhouse.com/legal-documents/.
- 1.5. The framework contract concluded between TREEZOR and the Clients is accessible in English language at any time and can be printed or downloaded via the following link: https://www.treezor.com/general-terms-conditions-of-use

# 2. DEFINITIONS AND INTERPRETATIONS

The headings of the articles and paragraphs of these GCS are intended solely to facilitate reading and in no way affect their interpretation.

Unless otherwise specified, capitalized terms not defined in these GCS shall have the meaning ascribed to them in the GTC of COINHOUSE, regardless of whether the terms are used in the singular or plural.

Where a capitalized term is not defined in these GCS or in the COINHOUSE'S GTC, such capitalized term shall have the meaning ascribed to it in the Staking GTC.

"Paying Plan"

designates, for Subscribers who are natural persons, the offers known as "Investor" (*Investisseur*) and "Wealth Management" (*Gestion Privée*), and, for Subscribers who are legal entities, the offers known as "Business Invest" (*Business Investisseur*), "Business Plus" and "Business Platinum".

The names of the various Paying Plans have no contractual value and are subject to change by COINHOUSE without notice.

"Subscriber"

means a Customer who holds a Paying Plan.

"COINHOUSE"

has the meaning given to the "Preamble"

section.

"COINHOUSE PAYMENT"

means COINHOUSE PAYMENT SOLUTIONS, a simplified joint stock company (société par actions simplifiée) registered under number 914 384 557 with the Paris trade and companies register and registered with the Autorité de contrôle prudentiel et de résolution (ACPR) under number 727503 as TREEZOR's payment service provider agent.

"GCS"

designates the present general terms and conditions of sale for Paying Plans, as well as the Fee Schedule.

"Application Date" has the meaning given to it in article 10.2.2. of

these GCS.

"Subscription Fees" refers to the subscription fees payable by the

> Customer in return for subscribing to a Paying Plan and the Additional Services and Benefits. These Subscription Fees are detailed in the

Price List.

"Monthly Frequency" means, for the purposes of these GCS, a period

of one calendar month.

"Annual Frequency" means, for the purposes of these GCS, a period

of one calendar year.

"Additional Services and has the meaning given to it in article 3 of these

GCS.

Benefits"

"TREEZOR" designates TREEZOR, a simplified joint stock

> company with a single shareholder, registered under number 807 465 059 with the Paris trade and companies register, and approved by the ACPR under number 16798 as an electronic

money institution.

# 3. Additional Services and Benefits associated with Paying Plans

In addition to the Services described in the COINHOUSE's GTC, Customers who subscribe to a Paying Plan have access to additional services and benefits (hereinafter referred to as "Additional Services and Benefits").

#### Preferential rates 3.1.

Customers who subscribe to a Paying Plan can benefit from preferential rates on COINHOUSE and COINHOUSE PAYMENT products and services, as long as they have a valid Validated Customer Account.

Preferential tariffs will be more advantageous compared to the tariffs in force for COINHOUSE customers who do not have a Paying Plan.

The preferential rates applicable to each of the Paying Plans are described in the Fee Schedule and may be capped in duration and/or amount.

In the event of a change to the preferential rates, the terms set out in article 10.2 of these GCS shall apply.

# 3.2. Preferential rates for staking

Customers who subscribe to a Paying Plan can benefit from preferential remuneration rates when Staking their Digital Assets on the COINHOUSE platform, as long as they have a Validated Customer Account and use the Staking service.

The preferential rates will be more favourable than the remuneration conditions in force for COINHOUSE customers who do not have a Paying Plan.

Preferential rates change according to market conditions and are described, for each of the Paying Plans, on the Application and on the COINHOUSE Website.

This benefit may be limited in time and/or amount.

# 3.3 Exclusive content

Customers who subscribe to a Paying Plan can access exclusive content made available by COINHOUSE or its partners. This exclusive content can take various forms, such as market analyses, market watches, summaries, news notes, newsletters, webinars, live broadcasts, etc.

COINHOUSE or its partners are and will remain the owners of all exclusive content produced by COINHOUSE or its partners.

The Subscriber may not reproduce any of the content provided by COINHOUSE or its partners without the prior written consent of COINHOUSE.

# 3.4. Other

For all Customer Subscribers who have a Validated Customer Account and who subscribe to a Paying Plan may access additional services made available by COINHOUSE or its partners, such as individualized support from an Account Manager (*Chargé de Clientèle*), the completion of an investment review (*bilan d'investissement*), an invitation to participate in events dedicated to Digital Assets and blockchain technologies by videoconference or face-to-face, the possibility of having an appointment with an

external tax specialist related to Digital Assets, subject to availability and consent of such external tax specialist. Each of these additional services and benefits is offered according to the type of Paying Plan as described on the Application and on the COINHOUSE Website.

# 4. Conditions of subscription to a Paying Plan

# 4.1. <u>Validated Customer Account</u>

Subscription to a Paying Plan is only open to COINHOUSE Customers who hold a validated Customer Account on the COINHOUSE platform on the day of the subscription to a Paying Plan, unless expressly stated otherwise.

# 4.2. Payment of Subscription Fees at the time of subscription

Subscription Fees are payable in advance, on a Monthly Frequency or Annual Frequency, depending on the Paying Plan chosen.

# 4.3. <u>Other</u>

Without this being considered a condition of subscription to a Paying Plan, in order to benefit fully from all the Services and Additional Benefits associated with a Paying Plan, the Customer Subscriber may be required to use products and services performed or made available by a partner and/or by an Affiliate of COINHOUSE, which the Customer Subscriber expressly understands and accepts.

Where applicable, access to these Additional Services and Benefits may require the Subscriber to accept and comply with the terms of use and privacy policies applicable to these Additional Services and Benefits.

The Subscriber is informed that he/she is free to refuse the application of these terms. In this case, the Subscriber Customer will not be able to benefit from the associated Service or Additional Benefit, without this constituting grounds for termination.

#### 5. DURATION AND TERMINATION

# 5.1. Duration

The GCS are concluded for a firm period, renewable for successive periods of the same duration by tacit agreement.

The initial commitment period is one (1) calendar year or one (1) calendar month, depending on the Paying Plan chosen by the Customer Subscriber:

- "Investor" (*Investisseur*) and "Business Invest" (*Business Investisseur*) Paying Plans are available with a commitment period of one (1) calendar year or one (1) calendar month, with automatic renewal for identical periods; and
- "Wealth Management" (Gestion Privée), "Business Plus" and "Business Platinum" Paying Plans are only available with a one
  (1) year renewable commitment period, also automatically renewable for the same duration.

# 5.2. Termination

# 5.2.1. Termination at the Subscriber's initiative

The Customer Subscriber may terminate the GCS from the Crypto Account accessible from the Application and the Website, or by writing to customer services using the contact details given in article 15 herein.

Termination will take effect at the end of the current commitment period. The Customer Subscriber will therefore continue to benefit from the Additional Services and Advantages offered by his Paying Plan until the end of the current commitment period, and will also continue to pay the Subscription Fees until the end of the current commitment period.

If the Subscriber cancels the GTC, these GCS are also automatically cancelled. However, the Subscriber will not be entitled to a refund, and will therefore have to pay the Subscription Fees until the end of the current commitment period.

Failure to pay the Subscription Fee may result in the Subscriber's Crypto Account being blocked and the benefits associated with the

Paying Plan being suspended, although the Subscription Fee will remain payable by the Subscriber.

In the event of cancellation by post, the date on which the Customer's shipment is picked up by the delivery service will be used to determine whether the cancellation request was made prior to the renewal date of the Paying Plan.

# 5.2.2. Termination at the initiative of COINHOUSE

COINHOUSE may terminate these GTC at any time and without cause, subject to prior notice of fifteen (15) calendar days, which implies the termination of all Services and Additional Benefits associated with the Paying Plan subscribed by the Subscriber Customer. In this case, the Customer Subscriber may ask COINHOUSE to refund the Subscription Fees on a *prorata temporis basis*.

COINHOUSE may, at any time and without cause, subject to prior notice of fifteen (15) calendar days, terminate one or more of the Services and Additional Benefits made available by COINHOUSE as part of a Paying Plan, without this resulting in the automatic termination of all of these GCS. However, the Customer Subscriber may refuse the changes proposed by COINHOUSE and may request termination of the Paying Plan. The cancellation request must be made before the expiry of the fifteen (15) calendar day notice period. Termination will take effect from the date on which the proposed changes take effect.

COINHOUSE also reserves the right to terminate the Subscriber's Subscription or to suspend or terminate the Subscriber's access to the Crypto Account, without delay, in the event of non-compliant use of the Subscriber's Subscription. In the event of suspension or termination for non-compliant use or non-compliance with COINHOUSE's GTC or GCS, the Subscriber may not claim any compensation or reimbursement of Subscription Fees for the remaining term.

Non-compliant use includes, but is not limited to, the following situations:

- a) abnormal or fraudulent use of the Services, the Additional Services and Benefits, the Crypto Account or, if applicable, the Euro Account;
- b) non-payment of Subscription Fees on time (failure to make initial or renewal payment, impossibility of deducting fees from the Subscriber's account, blocking of payment by the Subscriber's bank or by the Subscriber);
- c) failure to comply with the GTC, these COINHOUSE' GCS, the COINHOUSE PAYMENT'S GTC or the framework agreement concluded with TREEZOR;
- d) communication of false information and/or usurpation of identity or manipulation of the Subscriber's Coinhouse Account by a third party;
- e) refusal or failure by COINHOUSE or COINHOUSE PAYMENT to verify the identity of the Subscriber;
- f) refusal by the Subscriber to transmit the information required to provide one or more Services and Additional Benefits, or transmission of false or erroneous information, in particular personal information on the Subscriber's assets and income, and supporting documents relating to deposits, withdrawals, purchases and sales of Digital Assets, information requested as part of the suitability questionnaire on the Subscriber's investment habits and strategies;
- g) suspected breach of security of the Crypto Account or, where applicable, the Euro Account;
- h) suspicions of tax fraud, money laundering, terrorist financing or other fraudulent, delinquent or criminal acts;
- i) Failure to pay fees or commissions in any form, including interest on arrears;
- j) at the express request of the competent authorities or by court order;
- k) legitimate suspicion that the Customer Subscriber is a victim of fraud, theft, cyber-attack, extortion, manipulation, violence, blackmail;
- behaviour attributable to the Subscriber (disparagement, insults, threats, abusive requests, lack of response or cooperation with COINHOUSE or COINHOUSE PAYMENT services, etc.); or
- m) dispute with COINHOUSE or COINHOUSE PAYMENT.

# 5.3. Effects of termination

From the effective date of termination, the Customer Subscriber is no longer entitled to benefit from the Additional Services and Benefits and COINHOUSE is entitled to take any measures necessary to do so.

# 6. PAYMENT

# 6.1. Subscription and other Fees

The Subscription Fees and other Fees associated with Paying Plans are detailed in the Fee Schedule. COINHOUSE invites the Customer Subscriber to consult the Fee Schedule for COINHOUSE's pricing policy.

# 6.2. <u>Frequency of payment of Subscription Fees</u>

At the time of subscription, before each renewal and depending on the Paying Plan chosen, the Subscriber Customer may have the option of paying the Subscription Fees on a Monthly Frequency or on an Annual Frequency.

The Customer is invited to consult the Fee Schedule to find out about the different payment frequencies available for each of the Paying Plans.

# 6.3. Terms of payment

Any subscription period started is due in full. Subscription fees can be paid via the Euros Account or by credit card on the Website or via the Application.

COINHOUSE reserves the right to change at any time the means of payment available for the purpose of paying the Subscription Fees, without this constituting a breach of contract.

# 6.4. Late or non-payment

In the event of late payment, COINHOUSE may immediately suspend or terminate access to the Services and Additional Benefits associated with the chosen Paying Plan, or even suspend or terminate access to the Crypto Account. For individual Subscriber Customers, in addition to COINHOUSE's right to suspend or terminate access to the Services and Additional Benefits, any invoice not paid within thirty (30) calendar days will give rise to the application of late payment interest equal to the legal interest rate.

For professional Subscriber Customers, in addition to COINHOUSE's right to suspend or terminate access to the Services and Additional Benefits, any invoice not paid within thirty (30) calendar days will give rise to the application of late payment interest equal to three times the legal interest rate. In accordance with article L441-10 of the French Commercial Code, late payment penalties are payable without the need for a reminder.

# 7. RIGHT OF WITHDRAWAL AND IMMEDIATE COMMENCEMENT OF PERFORMANCE

- 7.1. In accordance with Article L. 221–28 of the French Consumer Code, the right of withdrawal may not be exercised in the following cases in particular:
  - Supply of goods or services whose price is subject to fluctuations on the financial market beyond the control of the professional and likely to occur during the withdrawal period; and
  - Supply of digital content not supplied on a physical medium, the performance of which has begun after the Consumer's express prior agreement and express waiver of his right of withdrawal.
- 7.2. By subscribing to a Paying Subscription, in application of article L. 221-28, 13° of the French Consumer Code, the Customer Subscriber (1) expressly requests and accepts that the GCS be the subject of an immediate start of performance before the end of the withdrawal period provided for in article L.222-7 of the French Consumer Code and (2) expressly requests and waives his or her right of withdrawal.

# 8. INTELLECTUAL PROPERTY AND TRADEMARKS

8.1. All content disseminated by Coinhouse, regardless of format or communication channel (analysis notes, e-mails, webinars, live broadcasts, written documents, presentations, graphs, etc.), constitutes the exclusive intellectual property of Coinhouse and/or its partners when the latter are explicitly mentioned in the context of specific collaborations. Such content, including but not limited to

graphical analysis, portfolio analysis, allocation analysis and sector analysis, is protected by intellectual property laws.

- 8.2. Their use, reproduction, transmission to third parties, distribution, whether paid or free of charge, without the prior written consent of Coinhouse, is formally prohibited. This restriction also applies to Coinhouse Customers and to any third party having access to these contents via the Customer.
- 8.3. In the event of a breach of these conditions, COINHOUSE reserves the right to take any action necessary to repair the damage suffered and/or to put an end to the breach, including legal action if necessary.

#### 9. PERSONAL DATA AND CONFIDENTIALITY

The terms and conditions for the collection and processing of personal data, for obtaining the consent of the persons concerned by this collection and processing, and for exercising their rights, are set out in the document entitled "Data Protection Policy", which can be accessed from the Website at the following address: https://www.coinhouse.com/legal-documents/) COINHOUSE invites the Customer to read it.

As part of the execution of these GCS, COINHOUSE may offer the Customer Subscriber the possibility of benefiting from products or services made available or performed by one or more of COINHOUSE's partners. In such cases, the use of these products or services may be subject to acceptance of the conditions of use, data privacy polity and confidentiality policy established by these partners.

# 10. INITIAL ACCEPTANCE AND SUBSEQUENT AMENDMENT OF THE CGS

# 10.1. INITIAL ACCEPTANCE

- 10.1.1. The GCS, as amended from time to time, are accessible and printable at any time from the Website, at the following address: https://www.coinhouse.com/legal-documents/.
- 10.1.2. The Customer Subscriber and, where applicable, his Authorized Persons (*Personnes Autorisées*), are deemed to have read, understood and accepted these GTS without reservation by subscribing to a Paying Plan and clicking on the box confirming their acceptance of these GCS.

- 10.1.3. Subscribers who do not understand the GCS or who do not agree to be bound by these GCS in their entirety must not use the Additional Services and Benefits.
- 10.1.4. If the Subscriber accepts these GCS, they represent the entire agreement between the Parties and supersede all prior agreements or declarations, oral or written, relating to their subject matter.
- 10.1.5. All Subscribers undertake to bring the GCS, as amended from time to time, to the attention of each of their Authorized Persons (*Personnes Autorisées*) and to ensure that they comply with the stipulations of the GCS. The Customer Subscriber is fully responsible for the use of the customer area and/or Services (including Additional Services and Benefits) by its Authorized Persons.
- 10.2. ACCEPTANCE OF SUBSEQUENT MODIFICATIONS
- 10.2.1 COINHOUSE reserves the right to modify all or part of its GCS at its own discretion and at any time.
- 10.2.2. Subscriber Customer will be notified of any significant proposed modification present contract that is unfavorable to Subscriber Customer on a durable medium at least fifteen (15) days prior to the proposed date of application (hereinafter the "Application Date"). If no objection is received during this period, the modifications will be deemed to have been accepted. If the Subscriber refuses the proposed modifications, he/she must immediately stop using the Additional Services and Benefits and request termination of the Paying Plan before the expiry of the aforementioned period. Termination will take effect on the Application Date.
- 10.2.3.In the event of a modification to the Fee Schedule, the various modified Fees or Commissions will apply from the Application Date, while the Subscription Fees will apply from the first billing period following the Application Date
- 10.2.4. Where the purpose of modifying these GCS is to satisfy legal or regulatory requirements, including interpretations made of such legal or regulatory rules by any competent authority, the modification shall apply immediately

10.2.5 The version of the GCS applicable are those in force on the date of completion of an Additional Service and Benefit. The Subscriber Customer is advised to save the GCS in force on the date of completion of the Services used, notwithstanding the archiving rules implemented by COINHOUSE.

# 11. LIABILITY OF THE PARTIES

# 11.1. <u>Liability of COINHOUSE</u>

- 11.1.1. COINHOUSE undertakes to provide its Services and Additional Benefits and to ensure the security of the Website and Application with diligence and in accordance with the rules of the art, it being specified that it has an obligation of means (*obligation de moyens*), to the exclusion of any obligation of result (*obligation de résultat*), which the Customer Subscribers expressly acknowledge and accept.
- 11.1.2. Notwithstanding the foregoing, COINHOUSE shall not be liable for the consequences of certain unforeseeable events or circumstances beyond its reasonable control, including in the event of:
  - (i) temporary difficulties or impossibilities in accessing the Application, the Website, the Services, the COINHOUSE Additional Services and Benefits or the COINHOUSE PAYMENT services resulting from external disturbances, such as unavailability, overloading or malfunctioning of telecommunication networks or Internet access providers, in the event of bugs ("Bug"), viruses or cyber attacks;
  - (ii) temporary difficulties or impossibilities in accessing COINHOUSE or COINHOUSE PAYMENT data hosted by third parties; and
  - (iii) temporary difficulties or impossibilities in accessing the Application, the Website or the Services resulting from Force Majeure as defined by article 1218 of the French Civil Code and French case law.
- 11.1.3. In accordance with the provisions of the GCS, COINHOUSE cannot be held liable for the malicious access of a third party to the Crypto Account or Euro Account of a Subscriber.

- 11.1.4. COINHOUSE cannot be held responsible for any temporary inability to access the Services (including the Additional Services and Benefits) due to maintenance, updates or servicing of the Website or the Application.
- 11.1.5 COINHOUSE may provide information, figures, data, graphics, opinions or comments to Subscribers. These items of information are shared with Subscriber Customers for purely informative purposes and in no way constitute a recommendation, offer, invitation or solicitation on the part of COINHOUSE to buy or sell products or services, particularly on Digital Assets. The Subscriber is solely responsible for the use or non-use of the information provided, with no possible recourse against COINHOUSE, which is not liable to the Subscriber in the event of error, omission, incompleteness, inappropriate investment or unfavorable market evolution.

COINHOUSE may not be held liable for any consequences arising from recommendations on the management of the portfolio of a Subscriber Customer benefiting from such a Service as part of his Paying Plan based on partially or totally erroneous, incomplete or misleading information of the Subscriber Customer such as communicated through the Application or the COINHOUSE Website or transmitted to COINHOUSE at COINHOUSE's request (such as completing a suitability questionnaire).

11.1.6. The Website or the Application may contain references to websites, products or services published or provided by third parties. COINHOUSE cannot be held responsible for the unavailability of these sites, products and services or for the refusal of third parties to respond to the Subscriber's requests. The Subscriber remains solely responsible when the Subscriber chooses to browse these sites or to contract with them.

# 11.2. Subscriber's liability

Without prejudice to the other obligations stipulated herein, the Customer Subscriber undertakes to comply with the following obligations:

(i) The Customer Subscriber undertakes, when using the Services and Additional Benefits made available as part of a Paying Plan, to comply with the laws and regulations in force and not to infringe the rights of third parties or public order;

- (ii) The Subscriber acknowledges that he/she has familiarized himself/herself on the Website and Application with the characteristics, in particular the technical characteristics, of all the Additional Services and Benefits made available as part of the Paying Plan to which he/she has chosen to subscribe. He/she is solely responsible for their use;
- (iii) The Customer Subscriber undertakes to make strictly personal use of the Services and Additional Benefits which he/she benefits from under the Paying Plan to which he/she has chosen to subscribe, and that the contents may not be shared, distributed or transmitted, whether free of charge or not, to third parties. In particular, the Subscriber undertakes to maintain the confidentiality of market analyses made available by COINHOUSE as part of the Paying Plan to which the Subscriber has chosen to subscribe; and
- (iv) The Subscriber Customer undertakes to provide COINHOUSE with all documents, elements, data and information necessary for the performance of the Additional Services and Benefits. More generally, the Subscriber agrees to cooperate actively with COINHOUSE and in particular with its dedicated staff with a view to the proper execution of the Services and Additional Benefits. In particular, as part of the provision of certain services associated with a Paying Plan, the required to complete a suitability questionnaire beforehand, the purpose of which is to inform COINHOUSE of his or her investment habits and strategy in general. The Subscriber accepts and acknowledges that he/she must answer this questionnaire truthfully and transparently in order to obtain the Additional Services and Benefits associated with his/her profile. Should the Subscriber fail to answer the questionnaire, or in the event of an untruthful answer, Coinhouse may terminate the Subscription without compensation to the Subscriber.
- (vi) The Subscriber acknowledges that he/she is solely responsible for the documents, elements, data, information and content that he/she provides to COINHOUSE and guarantees their accuracy, sincerity and completeness.

(v) The Customer Subscriber acknowledges that he/she may be held liable and sanctions taken against him/her if his/her behaviour is inappropriate, abusive, disrespectful or threatening towards COINHOUSE or its employees or representatives or in the event of misuse of the Services made available as part of a Paying Plan.

# 12. NO WAIVER

Coinhouse's failure to exercise any of its rights hereunder shall not be construed as a waiver thereof or as a modification of the GCS. Such a waiver can only be made in writing by Coinhouse.

# 13. EVIDENTIARY AGREEMENT

The Subscriber hereby accepts the recording of all electronic or telephone communications made possible with COINHOUSE for the purpose of improving the Services and for purposes of proof.

#### 14. COMPLAINTS AND MEDIATION

- 14.1. In, the Subscriber Customer is invited to contact his usual contact person (customer service or sales team), providing all useful information to enable COINHOUSE to understand the purpose of the request and to provide a response.
- 14.2. If the response provided by the usual contact does not satisfy the Subscriber, for any complaint relating to the execution of these GCS, the Subscriber is invited to formulate his/her complaint by providing all useful information to allow COINHOUSE to evaluate the origin and the implications of the complaint
  - By e-mail to COINHOUSE using the following e-mail address: reclamations@coinhouse.com; or
  - By registered letter with acknowledgement of receipt using the following contact details:

Coinhouse SAS – Claims 14 avenue de l'Opéra 75001 Paris – France

- 14.3. Acknowledgement of receipt of the complaint will be sent to the Subscriber by e-mail within ten (10) working days of receipt of the complaint, unless the complaint has been answered within this period. The Subscriber agrees that COINHOUSE may respond to complaints on a durable medium. The Subscriber Customer will receive a response within a maximum of two (2) months from the date of receipt of the complaint, unless special circumstances arise and are duly justified.
- 14.4 In the event of persistent disagreement, the Subscriber may contact the AMF Mediation officer:
  - By post: Le Médiateur Autorité des marchés financiers 17, place de la Bourse - 75082 Paris Cedex 02 - France
  - By Internet (Le Médiateur section): http://www.amf-france.org
- 14.5. In accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an online dispute resolution platform, facilitating the independent out-of-court settlement of online disputes between consumers and professionals in the European Union. The Customer Subscriber can use this platform via the following link: https://ec.europa.eu/consumers/odr/.

# 15. CUSTOMER SERVICE

- 15.1. For any information or questions, please contact the COINHOUSE customer service department:
  - By e-mail: support@coinhouse.com
  - By phone: +33 1 53 00 92 60
  - By post: COINHOUSE SAS Service client, 14 avenue de l'Opéra, 75001 Paris (France)
  - Via the Website and Application Help Center
- 15.2. For all complaints, the procedure is specified in article 14 "Complaints and mediation" of these GCS.

#### 16. TRANSFER

16.1. The Subscriber may not assign or transfer all or part of its rights or obligations under these GCS to a third party in any manner whatsoever without the prior written consent of COINHOUSE.

16.2. The Subscriber expressly accepts that COINHOUSE may assign or transfer all or part of its rights or obligations under these GCS to a third party, in any manner whatsoever, subject to prior notification of the Subscriber.

# 17. LANGUAGES

- 17.1. The language applicable to pre-contractual and contractual relations is French.
- 17.2. The GCS may be translated into a foreign language, in particular into English, Italian and Spanish, in order to facilitate their understanding by prospects and Subscriber Customers. The translated elements are for information purposes only. Consequently, in the event of a dispute, it is expressly agreed between the Parties that only the French version of these GCS shall prevail.

# 18. APPLICABLE LAW AND JURISDICTION

- 18.1. The GCS are governed by French law.
- 18.2. Any dispute between the Subscriber and COINHOUSE relating to the pre-contractual relationship and these GTC shall be governed by French law.
- 18.3. In the event of a dispute, the Customer Subscriber is invited to make a complaint in accordance with article 14. No action may be brought against COINHOUSE without prior notice by registered letter with acknowledgement of receipt.
- 18.4. Unless otherwise stipulated by law, all disputes arising in connection with the application of these GCS, concerning their validity, interpretation, performance, termination, consequences and consequences, shall fall within the exclusive jurisdiction of the competent courts within the jurisdiction of the Paris Court of Appeal, even in the event of a warranty claim or multiple defendants.