

Version 2.0

BTCS Online Platforms Terms of Use

The Bitcoin Suisse Group, including any of its group companies (**BTCS, We, Us**), maintains various websites and mobile applications to communicate with clients, website visitors, and the general public (**You**) and to provide clients with the means to interact with BTCS when they request services and products from Us (together the **BTCS Online Platforms**). The terms and conditions applicable to such communication and the use of the BTCS Online Platforms are set out below (the **Terms**).

1 Local Restrictions

- 1.1 The BTCS Online Platforms and the content provided on them are not directed to, or intended for use by or distribution to, any person or entity who is a citizen or resident of, or located in, any locality, state, country or other jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or is prohibited without obtaining the necessary licences or authorisations and such licences or authorisations have not been obtained.

2 Acceptance of Terms, Restrictions, and Changes

- 2.1 By accessing, visiting, and/or using the BTCS Online Platforms, You confirm that You have understood the legal information contained herein and that You accept these Terms as well as the **Privacy Notice** available at www.bitcoinsuisse.com/legal.
- 2.2 If You already maintain a client relationship with a BTCS group company, We may inform You about the processing of Your personal data separately, for example, in consent declarations, general terms and conditions, additional privacy notices, forms, and other notices.
- 2.3 Access to and use of the BTCS Online Platforms may be restricted or blocked at any time and without prior notice.
- 2.4 Access to and use of the BTCS Online Platforms may be subject to the laws and regulations applicable in the jurisdiction from where You are accessing the BTCS Online Platforms. Additionally, access may be restricted by third-party service providers, such as mobile application platform operators, based on their own legal, regulatory, and internal requirements.
- 2.5 BTCS reserves the right to modify these Terms at any time. Any change will be effective immediately upon uploading to the respective BTCS Online Platform. It is Your responsibility to review these Terms for any updates or changes. Your continued use of the BTCS Online Platforms following the uploading of changes constitutes Your acceptance of such changes.

3 No Offer, Advice, or Client Relationship

- 3.1 Any content on the BTCS Online Platforms is for information purposes only and does not constitute advertisement, a recommendation, an offer or solicitation nor any advice or representation. In particular, any content on the BTCS Online Platforms shall not be considered investment, legal, accounting or tax advice, or any representation that an investment or strategy is suitable for individual circumstances.
- 3.2 Prior to becoming a client of BTCS or requesting any of Our services or products, You should conduct a thorough investigation and obtain necessary professional advice for all matters, including Your eligibility to make use of BTCS services and products under the laws and regulations that apply to You.

4 No Warranty and Limited Liability

- 4.1 BTCS provides no warranty and makes no representations that the content on the BTCS Online Platforms or the third-party content accessible on or through the BTCS Online Platforms is up-to-date, correct, reliable or complete and accepts no liability for damage or loss resulting from the use of such content.
- 4.2 Any financial data or information accessible through the BTCS Online Platforms, such as crypto market data, market prices and any other financial market information, is based upon or by reference to carefully selected sources which We believe are reliable. However, BTCS does not guarantee that the information is up to date, correct, reliable or complete and accepts no liability for damage or loss resulting from the use of this information.
- 4.3 Any opinions, estimates, and projections expressed on the BTCS Online Platforms are those of the authors at the time of publication. Information marked with a specific date is only valid as of that date, and there is no obligation or responsibility to update or change such information. BTCS disclaims any liability for any errors or omissions in the content and for any actions taken in reliance on the information.
- 4.4 Except to the extent required by laws or regulations, BTCS does not warrant that the BTCS Online Platforms and its IT infrastructure will be uninterrupted or free from error, defects or harmful components.
- 4.5 BTCS may change the content on the BTCS Online Platforms at any time without prior notice.

5 Indemnification

- 5.1 You agree to indemnify BTCS and any of its group companies and hold them harmless against claims and demands that may arise from Your use or misuse of the BTCS Online Platforms.

6 Intellectual Property and Limited License

- 6.1 Any software, web or mobile applications or components of the BTCS Online Platforms (together the **Software**) are protected by intellectual property laws and are therefore the property of BTCS, its group companies or third parties.
- 6.2 Nothing on the BTCS Online Platforms shall be construed as granting You any license or right to use any image, trademark, logo or other content protected by intellectual property rights. Subject to Your compliance with the Terms, BTCS grants You a limited, non-exclusive, non-transferable, and revocable license to access and use the Software solely for its intended purpose as part of the services and products offered. You may not modify, distribute, sell, lease, reverse engineer, decompile, or otherwise attempt to extract the source code of the Software.
- 6.3 Any of Our copyrights, trademarks and associated rights are reserved.

7 Third-Party Website and Content

- 7.1 Links to third-party websites on the BTCS Online Platforms are provided solely for Your convenience as pointers to information on topics that may be useful to You. BTCS has no control over the content on such third-party websites nor are such websites monitored by BTCS.
- 7.2 BTCS makes no warranties or liability concerning the content of third-party websites, including assurances that the content is correct, accurate, complete, true, up-to-date or fit for any particular purpose. BTCS does not warrant that such website or content is free from any claims of copyright or trademark or other infringement of the rights of third parties or that such website or content is free of viruses or other harmful components.
- 7.3 The use of links to third-party websites provided on the BTCS Online Platforms is at Your sole discretion and risk.
- 7.4 You should note that third-party websites are not subject to Our Privacy Notice, and BTCS is not responsible for the policies they apply regarding the processing of personal data. We recommend that You carefully read the terms of use and data protection policies governing the third-party website before using it to verify how the third party protects personal data and privacy.

8 Regulatory Notice

- 8.1 If You request to become a client of BTCS, You will generally be referred to the group company that can best serve Your preferences, including based on Your domicile or residence.
- 8.2 You can find regulatory details of the group company with which You maintain or intend to maintain a client relationship in the **Regulatory Notice** available at www.bitcoinsuisse.com/legal.