Platform Terms and Conditions

We note that trading or owning cryptocurrencies involves a risk of loss. Accordingly, we advise Users to carefully consider whether such activity constitutes a suitable investment for them. More detailed information on the specific risks associated with investments in cryptocurrencies is set out in our "Risk Disclosure Statement".

The Platform Rules set out the rules for the use of the Account Service within the Platform.

Information on payment services and other services provided by Bielik Vault sp. z o.o. on the Platform is contained in the Payment Services Regulations, available at: h[ttps://www.bielik.io/dokumenty-prawne](https://www.bielik.io/dokumenty-prawne)

If you have any questions about the Regulations, please contact info@Bielik.io.

1. DEFINITIONS

Capitalized expressions have the following meanings in the Regulations:

1.1. AML - Anti-Money Laundering and Countering the Financing of Terrorism Act of 1 March 2018;

1.2. Business Day - a day falling from Monday to Friday, excluding public holidays;

1.3. Password - an alphanumeric string of characters used to access the Account by the User, which shall consist of at least 8 characters, including at least 1 digit or special character, at least 1 upper case letter and at least 1 lower case letter;

1.4. User Account or Account - means the individual account of a User created as a result of registration and activation, accessible via the Platform;

1.5. Cryptocurrency - a digital representation of value that is not:

    (a) legal tender issued by the NBP, foreign central banks or other public administrations,

    (b) an international unit of account established by an international organisation and accepted by individual countries belonging to or cooperating with that organisation,

    (c) electronic money within the meaning of the PSA,

    (d) a financial instrument within the meaning of the Act on Trading in Financial Instruments of 29 July 2005,

    (e) by bill of exchange or cheque

    - and is commercially convertible into legal tender and accepted as a medium of exchange, and may be electronically stored or transferred or may be the subject of electronic commerce;

1.6. Login - a unique User identifier, which should consist of at least 12 characters and may include: letters, digits and special characters (@, !,$,*,?,%,#);

1.7. Platform - an organised internet and IT platform that enables the use of services provided electronically to Users, including the Account service and the operation of the Wallet, under the conditions set out in the Regulations and the Bielik Payment Services Regulations;

1.8. Wallet - a virtual Cryptocurrency wallet assigned to a User, functioning within the Platform, enabling Users to store Cryptocurrencies, as well as to use the Services;

1.9. Payment Account - the account maintained by Bielik for the User for the purpose of performing Payment Transactions;

10. Terms and Conditions - means these Terms and Conditions together with the Annexes, governing the provision of the Services;

11. Bielik Payment Services Regulations - the regulations describing in detail the rules for the provision of payment services by Bielik. The Payment Services Regulations can be found here https://www.bielik.io/dokumenty-prawne

12. RODO - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation);

13. Parties - means Bielik and the User;

14. Tariff of Fees and Commissions - Bielik's tariff of fees and commissions for providing the Services, attached as Annex 1 to the Regulations and available at https://bielik.io/oplaty

15. Payment Transaction - a User-initiated withdrawal of funds from a Payment Account to a Verified Bank Account;

16. Agreement - means the agreement concluded remotely within the meaning of the Consumer Rights Act of 30 May 2014 (i.e. Journal of Laws of 2020, item 287 as amended), between the User and Bielik, on the principles set out in the Regulations, following the registration of the Account;

17. Digital Service - means the Account Service and services relating to the purchase and sale of Cryptocurrencies;

18. Account Service - means the digital service provided under the Agreement, allowing access to the User's Account, established as a result of registration and activation;

19. Services - means the Account service, the services relating to the purchase and sale of Cryptocurrencies and the payment services indicated in the Bielik Payment Services Regulations, provided by Bielik to the User via the Platform, on the terms set out in the Regulations and the Bielik Payment Services Regulations;

20. Bielik - Bielik Vault spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, ul. Śmiała 26, 01-523 Warsaw, registered in the Register of Entrepreneurs of the National Court Register under the KRS number 0000973604, whose registration court is the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register, REGON: 522217296, NIP: 5252910690, with the share capital of PLN 600,000.00 paid in full;

21. User - means the person entitled to set up an Account in accordance with the requirements laid down in the Terms and Conditions;

22. Verified Bank Account - the User's bank account from which the User makes a verification transfer and which, following this verification transfer, will be assigned to the Account.

2. PRELIMINARY PROVISIONS

2.1. These Terms and Conditions define the rules and conditions for the use of Services provided via the Platform made available to the User by Bielik through the website https://www.bielik.io/ or the mobile application offered by Bielik.

2.2. The User who wishes to use the Services provided through the Platform must accept these Terms and Conditions as well as the Bielik Payment Services Terms and Conditions and undertake to comply with the rules set out therein.

2.3. The Terms and Conditions, together with the Bielik Payment Services Terms and Conditions, have been made available to the User prior to the creation of an Account in a manner that allows the User to access, read, download, reproduce, and store them free of charge using the ICT system employed by the User. The Terms and Conditions are available at https://www.bielik.io/dokumenty-prawne or through the mobile application offered by Bielik.

2.4. As soon as the User accepts the Regulations and the Bielik Payment Services Regulations made in the course of the registration process on the Platform, but subject to the effective application by Bielik of the actions provided for and required by the AML, the Agreement and the creation of an Account shall come into existence between the Parties.

2.5. In order to use the Services, the User must have an active Account on the Platform, established in accordance with the provisions of the Terms of Use.

2.6. Changes to the ways in which the Platform operates do not require the User's prior consent, but may involve changes to the content of the Terms and Conditions under the terms of the procedure for amending the Terms and Conditions described in clause 27 (Changes to the Terms and Conditions).

2.7. By entering into the Contract, the User declares that he/she has received, read and accepted these Terms and Conditions together with the appendices. The User agrees to comply with all the terms and conditions of the Terms and Conditions during the term of the Contract.

2.8. The Services provided by Bielik are to enable the User, by means of the Platform, to carry out transactions for the deposit and withdrawal of funds and to maintain positions in Cryptocurrencies and the purchase and sale of Cryptocurrencies through a network of brokers, counterparties, exchanges and other parties with whom Bielik has a direct or indirect relationship. Bielik will use its best efforts to select and continuously monitor third parties that are directly engaged by Bielik to perform the Services.

3. DESCRIPTION OF THE SERVICES

3.1. Bielik, as part of the Platform provides:

    3.1.1. Account Service;

    3.1.2. services related to the purchase, sale of Cryptocurrencies and exchange of Cryptocurrencies and

    3.1.3 Payment services, which are regulated in the Bielik Payment Services Regulations.

3.2. Access to the individual Services made available on the Platform is only possible for persons with an Account on the Platform.

4. PAYMENT SERVICES

4.1. The Bielik Payment Services Regulations are available at: https://www.bielik.io/dokumenty-prawne

4.2. Acceptance of the Bielik Payment Services Terms and Conditions and fulfilment of the conditions contained therein entitles the User to use the payment services.

4.3. The terms and conditions for the provision of payment services to Users by Bielik are set out in the Bielik Payment Services Regulations made available by Bielik at https://www.bielik.io/dokumenty-prawne.

5. RULES FOR REGISTRATION AND ACCOUNT ACTIVATION. ACCOUNT HANDLING

5.1. An Account is created via the website https://app.bielik.io or by launching the mobile application offered by Bielik.

5.2. The User may create an Account:

    5.2.1. via the registration form available on the Platform after selecting the "Register" hyperlink and then,

    5.2.2. by following the information contained in the e-mail received on the basis of the identification data provided directly to Bielik.

5.3. Registration of an Account is subject to a positive verification result. The obligation to carry out verification results from the AML regulations.

5.4. As part of the verification, the User shall provide Bielik with the following data:

    5.4.1. name,

    5.4.2. e-mail address,

    5.4.3. date of birth,

    5.4.4. country of residence,

    5.4.5.   telephone number,

5.4.6. nationality,

5.4.7. PESEL number,

5.4.8. the series and number of the identity document,

5.4.9. residential address,

5.4.10. image.

5.5. As part of the verification process, the User shall provide Bielik with a copy of his/her passport or identity card and address details. If necessary, the User may be asked to provide additional verification documents.

5.6. In order to gain access to the Account, the User is obliged to activate the created Account. The process of activation of the Account takes place via an activation link sent by Bielik to the e-mail address indicated by the User.

5.7. Additionally, as part of the verification process and prior to commencing use of the Bielik platform, the User may be asked to make a transfer to Bielik's bank account. Each transfer, including the verification transfer, must be made from a bank account held in the name of the User.

5.8. Upon receipt of the verification transfer, Bielik will check that the User's name is the same as that indicated by the User in the identification form and that the unique deposit reference code and communicated to the User in the deposit window on the Platform is correct. Future withdrawals will only be possible to a Verified Bank Account.

5.9. Verification shall take place within 3 (three) Business Days.

5.10. The bank account used by the User to make the verification transfer will then be assigned to the User's Account as a Verified Bank Account.

5.11 The User's log-in to the Platform takes place through the User's authentication via a web browser, which consists of:

5.11.1 providing the correct Login,

5.11.2 providing an appropriate Password;

5.11.3 the use (entry/application) of an appropriate authentication code obtained by the User through an application provided by a third party, in accordance with the instructions displayed on the Platform (the User is required to enable two-factor authentication).

5.12 The User is the owner of the Account and only one User may use one Account. In order to create an Account, the user is obliged to provide his/her identification data. If the User refuses to provide the mandatory identification data, this is tantamount to the User resigning from creating an Account on the Platform.

5.13 The User is responsible for the factual accuracy of the identification data provided. When providing identification data to third parties, the User is responsible for the use of their data.

5.14. The User's right to continue to use the Account shall expire if the User fails to properly activate the Account within (3) three days from the date Bielik generated the activation link.

5.15 You shall have unlimited access to your Account during the term of the Agreement, subject to clause 28 (Term and Termination).

5.16 If the User is deemed to be a high-risk User, Bielik reserves the right not to disclose the reasons for this decision. In this case, the User will be asked to provide additional information via the klienci@bielik.io box and to complete a questionnaire available after logging in again.

6. BLOCKING ACCESS TO THE ACCOUNT

6.1. Access to the Account may be blocked or temporarily suspended for the time necessary for Bielik to carry out technical work, to remove identified risks, irregularities or for security reasons or reasons affecting the correct functioning of the Platform.

6.2. Access to the Account shall be blocked by Bielik automatically after the wrong password has been entered (3) times. In order to unblock the Account, please follow the messages displayed by the Platform.

6.3. If the Password is disclosed to a third party, the User is obliged to immediately change the Password after logging into the Account or to report the incident to Bielik in order to block access to the Account.

6.4. Retrieving a lost Account Password or unblocking access to the Account after a block requires contact with Bielik. The Account shall be unblocked after successful verification of the User's identity by Bielik.

7. TERMS AND CONDITIONS OF THE ACCOUNT SERVICE - TECHNICAL REQUIREMENTS

7.1. The minimum technical requirements necessary to use the Account Service when accessing the Platform via a web browser at https://www.bielik.io/ are as follows:

    7.1.1. access to a device with the Internet

    7.1.2. access to e-mail;

    7.1.3. internet browser; best quality guaranteed: on Google Chrome and Safari.

7.2. The minimum technical requirements necessary to use the Account Service when accessing the Platform via the mobile application offered by Bielik are as follow:

    7.2.1. iOS version 14.0 or later, or Android version 9 (API 28) or later

    7.2.2. an internet connection

    7.2.3. at least 100 MB of free storage space on the mobile device

    7.2.4. access to the camera (for QR code scanning and AML verification purposes)

7.3. Failure to comply with the above requirements does not prevent you from using the Account Service, but may be the cause of a malfunction of the Platform.

8. TERMS AND CONDITIONS OF THE ACCOUNT SERVICE

8.1. Bielik undertakes to provide the Account Service to the User immediately after the User has registered and activated the Account.

8.2. Bielik undertakes to provide the Account Service to the User on a continuous basis, with the exception of periodic unavailability of the Account Service, of which Bielik will inform the User in advance, via the Account on the Platform.

8.3. Once you have gained access to your Account, you may use, among other things, the following functions:

    8.3.1. the execution of Payment Transactions in accordance with the rules described in the Bielik Payment Services Regulations;

    8.3.2. to carry out, in the name and on behalf of the User, the purchase and sale of Cryptocurrencies ordered by the User;

    8.3.3 to make the Platform available with the Account and Wallet functionalities.

9. SERVICES RELATED TO THE PURCHASE, SALE OR EXCHANGE OF CRYPTOCURRENCIES

9.1. As part of the Platform, Bielik provides services that enable the purchase, sale or exchange of Cryptocurrencies.

9.2. Users will be able to declare their intention:

    9.2.1. the purchase of Cryptocurrencies for the funds accumulated on the Payment Account. In order to complete the purchase, Bielik will debit the relevant amount from the User's Payment Account;

    9.2.2. to sell Cryptocurrencies and receive funds for them in your Payment Account. In order to carry out this sale, Bielik will perform a transfer of your funds;

    9.2.3. exchange one Cryptocurrency for another Cryptocurrency

9.3. The User may fund the Payment Account through the Platform using one of the payment methods that are provided to the User by third party providers through Bielik. The availability of a payment method depends on a number of factors including, for example, the User's location, identification information provided to Bielik by the User and restrictions imposed by third party providers, as well as regulatory restrictions to which Bielik is subject. By entering an amount and selecting a payment method, the User authorises Bielik to carry out the transaction and agrees to pay the associated fees detailed in the Tariff of Fees and Commissions.

9.4. Bielik may invalidate the crediting of the Payment Account and refund the User's funds (less transaction costs, including third-party costs not covered by the Table of Fees

and Commissions) to the bank account from which the Payment Account was credited if the Payment Account was credited from an account other than the Verified Bank Account, if the User has not provided Bielik with all the required information or documents or if the transaction is contrary to AML.

9.5. Bielik shall not accept the crediting of a Payment Account from a bank account that is not a Verified Bank Account. Bielik shall accept the crediting of a Payment Account from a joint bank account provided that the User complies with the Bielik requests for additional verification of such bank account. If the User is a legal entity, only business bank accounts are accepted.

9.6. The purchase and sale of Cryptocurrencies takes place according to the current price communicated to the User and updated every few tens of seconds. The User agrees to all charges resulting from the Tariff of Fees and Commissions. The final price that has been applied to a given purchase or sale is visible on the Account, and may differ from the price communicated to the User, due to the execution of purchases and sales of Cryptocurrencies in real time.

10. ACQUISITION OF CRYPTOCURRENCIES

10.1. The User acquires Cryptocurrencies by clicking on the "buy" button on the Platform. By clicking on this button, the User authorises Bielik to initiate the purchase of the Cryptocurrency by Bielik for the User. The price of the Cryptocurrency shown on the Platform may not be the price at which Bielik will acquire the Cryptocurrency, due to the high volatility of the price of Cryptocurrencies.

10.2. Bielik shall transfer the Cryptocurrency to the User subject to the condition precedent of the availability of sufficient funds in the Payment Account. At the time of the transfer of the Cryptocurrency:

10.2.1.   the amount due shall be deducted from the Payment Account and reduced by the fees charged in accordance with the Tariff of Fees and Charges;

2.   The User purchases Cryptocurrency for funds expressed in PLN or EUR, according to the price indicated to the User by Bielik and after the User has accepted the applied conversion in the preview window of the planned transaction.

3.   Bielik shall transfer the acquired Cryptocurrencies to the User as soon as possible, but no later than within 5 (five) Business Days.

10.3. In the following circumstances, Bielik will cancel the acquisition of Cryptocurrencies:

10.3.1.   if there are insufficient funds in the Payment Account required to purchase the Cryptocurrencies and cover the fees under the Schedule of Fees and Charges;

10.3.2.   if the User does not provide all the information or documents requested by Bielik or if the transaction is contrary to AML;

10.4. If the transaction is invalidated, Bielik will not debit the Payment Account.

11. SALE OF CRYPTOCURRENCIES

11.1. The User sells a Cryptocurrency by clicking on the "sell" button on the Platform. By clicking on this button, the User authorises Bielik to commence the sale of the Cryptocurrency at the indicated price applicable at the time of the sale and agrees to any associated fees under the Tariff of Fees and Commissions.

11.2. Upon acceptance of a sale order for a transaction involving a Cryptocurrency stored in the User's Account:

11.2.1.   as soon as the sale has commenced, Bielik shall process the User's order, taking into account the fees in accordance with the Tariff of Fees and Commissions

11.2.2 the sale price less the fees under the Tariff of Fees and Commissions shall be added to the Payment Account on your Account as soon as possible but no later than within 5 (five) Business Days.

11.3. In the following circumstances, Bielik will cancel the sale of Cryptocurrencies:

11.3.1. if there are insufficient funds in the Payment Account required for the sale and resulting from the Schedule of Fees and Charges;

11.3.2. if the User does not provide all the information or documents requested by Bielik or if the sale is contrary to AML.

11.4. If the sale is cancelled, Bielik shall (i) recalculate the User's sale order or (ii) cancel the User's order.

12. CRYPTOCURRENCY EXCHANGE

12.1. The User exchanges a Cryptocurrency by clicking on the "exchange" button on the Platform. By clicking on this button, the User authorises Bielik to initiate the chosen exchange for another Cryptocurrency at the indicated price in force at the time of the sale and agrees to any associated fees under the Tariff of Fees and Commissions.

12.2. The provisions of paragraphs 10.1. and 11.1. above shall apply mutatis mutandis.

13. THE EXECUTION AND SETTLEMENT OF THE SALE, PURCHASE OR EXCHANGE OF A CRYPTOCURRENCY

13.1. The User acknowledges that Bielik has no control over the speed with which Cryptocurrency is sold or bought. Depending on the type of Cryptocurrency, settlement may take up to 24 hours and - in extraordinary circumstances beyond the control of Bielik - may not take place at all.

13.2. The execution status of the sale, purchase or exchange of Cryptocurrency can be checked by the User in the relevant tab in the Account.

14. OFFER FOR CRYPTOCURRENCIES

14.1. Bielik shall endeavour to ensure that as many Cryptocurrencies as possible are available (in the form of acquisition, use, sale, purchase and storage services) to its Users.

14.2. Bielik may decide to add or remove support for any Cryptocurrency for a valid reason.

14.3. Under no circumstances should the User use his Bielik Wallet to store, send, request or receive Cryptocurrencies in any form that is not supported by Bielik. Bielik shall not be liable in connection with any attempt by the User to use its Bielik Wallet for Cryptocurrencies that are not Cryptocurrencies supported by Bielik.

14.4. If the Bielik Wallets for specific Cryptocurrencies are withdrawn, the User will have the option to (i) transfer the Cryptocurrencies from the Wallet to a third party wallet or

(ii) sell the Cryptocurrencies.

14.5. The Bielik shall have the right to remove third-party withdrawn Cryptocurrencies from the Wallet.

14.6. Although Bielik makes every effort to maintain the continuity of the Services, the execution of transactions in certain Cryptocurrencies may be unavailable from time to time for reasons attributable to third parties.

15. CHARGES FOR SERVICES PROVIDED

15.1. Bielik charges fees for the Payment Services provided. The complete list of fees is contained in the Tariff of Fees and Commissions, which is appendix no. 1 to the Regulations, also available at https://bielik.io/oplaty

16. SAFEGUARDS

16.1. Bielik shall ensure that the Services operate in a manner that prevents unauthorised access to the content of the transmission comprising the Services using the HTTPS/TLS protocol for the secure transmission of the encrypted data stream.

16.2. The User is aware and acknowledges that the Internet is a public network and that the use of the services provided electronically may involve the risk of Users' data being obtained and modified by unauthorised persons, which is why each User of the Platform is obliged to apply the appropriate technical and logical measures to limit these risks.

16.3. All information enabling the User to identify themselves and to use the Platform shall be stored by the User in a secure manner. If the User stores such information on an electronic device, the information should be protected against reading or interception, for example by using cryptographic solutions (encryption). The electronic device used by the User, including mobile devices, should be protected by a password (pin) and a malware protection system (e.g. anti-virus software) with the latest version of virus definitions and updates; an effective security firewall; and all available updates to the operating system and web browser that relate to security installed.

16.4. The User is obliged to change the Password periodically. Bielik recommends changing it in periods of at least 30 calendar days.

16.5. If the User suspects that the Login or Password has been taken by unauthorised persons, the User is obliged to change the Password immediately or to contact Bielik in one of the following ways:

16.5.1. sending an e-mail to info@bielik.io.

16.5.2. calling the number +48 573 494 323

16.6. Bielik makes every effort to ensure that the Platform is properly secured, particularly against unauthorized access. However, it does not guarantee and shall not be held liable for uninterrupted or continuous access to the Platform and Services to the extent that such access depends on the internet network used by the User. The Platform employs two-factor authentication through external authenticator applications and automatic logout after a period of inactivity.

17. STATEMENTS

17.1. By accepting the Terms and Conditions, the User represents that he/she understands and accepts the risks associated with acquiring Cryptocurrency units and is aware that one element of these risks is the possibility of losing all funds intended to acquire Cryptocurrencies as a result of changes in Cryptocurrency exchange rates. In particular, by using the Services, the User is aware that the Services result in interaction with Cryptocurrencies in an environment that is independent of Bielik or entities affiliated with Bielik and that may be subject to legal and regulatory changes, as well as actions taken by supervisory and regulatory authorities.

17.2. In order to conclude the Agreement and use the Services, the User declares that:

17.2.1. is an individual who is at least eighteen (18) years of age or, if there is a minimum age requirement in your jurisdiction greater than eighteen (18) years of age in order to enter into the Contract, who is at least such minimum age;

17.2.2. has the authority and right to enter into the Contract (and is not subject to any prohibition in this respect under the applicable legislation);

17.2.3. he shall use the Services for his own account and at his own risk and not as agent or representative of a third party or otherwise on behalf of a third party other than a direct legal representative;

17.2.4. shall not receive payments from third parties using the Services;

17.2.5. he/she has read the Terms and Conditions and the Tariff of Fees and Commissions and has accepted their contents and undertakes to abide by them;

17.2.6. understands and accepts the risks associated with acquiring Cryptocurrency units and is aware that one element of these risks is the possibility of losing all of the funds intended to acquire Cryptocurrencies as a result of changes in Cryptocurrency exchange rates. In particular, by using the Services, the User is aware that the Services, due to the nature of Cryptocurrencies, presuppose interaction with Cryptocurrencies in an environment independent of Bielik, which may be subject to legal and regulatory changes, as well as actions taken by external supervisory and regulatory authorities;

17.2.7. acknowledges that Bielik does not provide investment advice on Cryptocurrencies and you also accept that any information made available as part of the Services does not constitute a (personal) recommendation to buy, sell, hold, share or lend assets (Cryptocurrencies);

17.2.8. understands and accepts the risk that Bielik may store Cryptocurrencies in so-called "collective wallets" that contain Cryptocurrencies of other users. Bielik has implemented a process that ensures that the records of Cryptocurrencies of individual users are separated and properly maintained. Despite all efforts made, Bielik cannot guarantee full security. The use of the Services delivered via the Internet involves the risk that third parties may take control of the device or take over the User's Account, which may lead to the theft of funds.

17.2.9. acknowledges that all Services are offered on a "performance (only) basis";

17.2.10. has full legal capacity;

17.2.11. shall not, in the course of using the Services, carry out any transaction which is unlawful, designed to evade obligations or carry out any action contrary to the rules of fair dealing;

17.2.12. is not on any sanction lists;

17.2.13. has knowledge of the Cryptocurrency market to understand the mechanisms governing the Cryptocurrency market;

17.2.14. The use of the Services is tantamount to the User's obligation to undergo the procedures provided for in the AML, which in particular may involve the obligation to provide or update: (a) name and surname, (b) nationality, (c) Universal Electronic Population Registration System (PESEL) number or date of birth - if no PESEL number has been assigned, and country of birth, (d) scan of identity document, (e) residential address, (f) name (company), tax identification number (NIP) and address of the main place of business or registered office, (g) organisational form, (h) NIP, and in the absence of such number - country of registration, name of the competent register and number and date of registration

(i) additional documents related to, inter alia. i) additional documents related, among others, to the investigation of the source of the User's property values or to the analysis of activities undertaken by the User;

17.2.15. shall comply with all terms and conditions of the Terms and Conditions when accessing or using the Services;

17.2.16. shall not, in the course of using the Services, carry out any transaction aimed at circumventing the law, avoiding obligations or carrying out acts contrary to the rules of fair dealing;

17.2.17. you do not reside in, or are subject to the jurisdiction of, a country in which applicable law prohibits you from entering into a Contract or using the Service;

17.2.18. is not resident in a jurisdiction where offering Cryptocurrency-related services to its citizens is prohibited or offering such services is only permitted to a limited extent;

17.2.19. is not a resident of a country that is subject to sanctions established by the United Nations, the European Union, the United States of America or any other relevant governmental organisation;

17.3. The User further represents and warrants that all information relating to the registration (and any additional information that may be required by Bielik) and the User's verification process that the User provides to Bielik is true, accurate and complete, and that the User undertakes to ensure that it will always be true, accurate and complete. In this regard, the User undertakes to inform Bielik immediately if any of the above statements are no longer true.

17.4. If Bielik determines or has reasonable grounds to believe that any of the foregoing statements are not (or are no longer) true, Bielik shall be entitled to immediately block the User's Account until the doubt is resolved.

17.5. At Bielik's request, the User shall be obliged to provide any supplementary information that proves necessary for the provision of the Services or in order for Bielik to fulfil its obligations under applicable laws and regulations.

18. RULES AND REGULATIONS

18.1. You agree that all Services are subject to applicable laws and regulations and that such laws and regulations take precedence over the Agreement, and Bielik is obliged to comply with them.

19. COMPLAINTS

19.1. Any complaints regarding irregularities in the provision of the Services may be made to Bielik by any means, including, at the User's option:

19.1.1. by e-mail to klienci@bielik.io.

19.1.2. in writing - by letter sent to the address of Bielik's registered office indicated in point 1.19.

19.1.3. by calling – at the number +48 573 494 323

19.2. The complaint should include at least: the User's identification data and a description of the reason for the complaint.

19.3. Bielik will consider the complaint within 14 (fourteen) days of receipt.

19.4. As soon as the User has investigated the complaint, but no later than on the date indicated above, Bielik shall respond to the User regarding the complaint. The response will be sent through the same information channel by which the complaint was addressed to Bielik, unless the User has indicated a different way of sending the response to the complaint. In the event that the complaint does not contain data allowing for the sending of a reply to Bielik, it will remain available for collection by the User at the Bielik premises.

19.5. Bielik may request the User to provide additional information if this is required for the investigation of the complaint.

19.6. In the course of investigating the complaint, Bielik will determine, if possible in consultation with the User, if and how the possible irregularity can be remedied.

19.7. In the event that the complaint route has been exhausted, the User has the possibility to use the out-of-court complaint and redress procedure.

19.8. Detailed information on the possibility of using out-of-court complaint and redress procedures by the User as well as the rules of access to these procedures are available at the offices and on the websites of district (city) consumer ombudsmen, consumer rights organisations, the Provincial Inspectorate of Trade Inspection and at the following Internet address of the Office of Competition and Consumer Protection http://www.uokik.gov.pl/spory_konsumenckie.php

19.9. Bielik agrees to submit any disputes arising in connection with the Rules to mediation. The details will be determined by the parties to the dispute.

19.10. The User may make use of out-of-court complaint and redress procedures. The User may, among other things:

19.10.1. apply to a permanent amicable consumer court to resolve a dispute arising from the Terms and Conditions,

19.10.2. apply to the Regional Inspector of Commercial Inspection to initiate mediation proceedings for an amicable settlement of the dispute between Bielik and the User

19.10.3. make use of the assistance of the district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection.

19.11. For more detailed information on out-of-court complaint and redress procedures, the User may visit http://www.uokik.gov.pl

19.12 The User may also use the ODR platform, available at http://ec.europa.eu/con-sumers/odr This platform serves to resolve disputes between consumers and traders seeking an out-of-court settlement of a dispute concerning contractual obligations arising from an online sales or service contract.

19.13. The rights referred to in these Terms and Conditions do not exclude the assertion of claims against Bielik on a general basis before a competent ordinary court, respecting all consumer rights.

20. PERSONAL DATA

20.1. The administrator of the Users' personal data is Bielik. Users' personal data are processed by Bielik for the purpose of providing the Services and for the purpose of establishing, investigating or defending against claims. Users have the following rights: access to data, rectification of data, the right to erasure of data, the right to restrict processing, the right to data portability, the right to object, the right not to be subject to a decision that is based solely on automated processing, including profiling. For more information regarding the processing of Users' personal data, please refer to the Bielik Privacy Policy located here: https://www.bielik.io/doku-menty-prawne and in the cookies policy, available at: https://www.bielik.io/doku-menty-prawne

21. ACCEPTED WAY OF USING THE SERVICE

21.1. You may not use the Services for any other purpose or in any way that would be unlawful or in a way that would be harmful to Bielik or its affiliates or its cus-tomers, suppliers or other parties. Such action includes exploiting possible flaws in the system in a manner detrimental to Bielik.

21.2. In addition, you shall not use the Services in a manner that violates the Terms or in a manner that could damage, disable, overload or impair the Services (or any net-work(s) connected to the Services), interfere with another person's use of the Ser-vices or otherwise undermine the integrity of the Services or any of their functionali-ty.

22. USER RESPONSIBILITY

22.1. In addition to the User's other obligations indicated in the Terms of Use, the User is obliged to use the Services in a manner that does not infringe the law, including the rights of other Users. The User undertakes not to engage in illegal or potentially disruptive or harmful activities in the use of the Services.

22.2. Bielik does not provide investment advice on cryptocurrencies. You agree that any information made available as part of the Services does not constitute a (person-al) recommendation to buy, sell, hold, share or lend assets (Cryptocurrencies).

23. RESPONSIBILITY OF THE EAGLE

23.1. Bielik shall use its best endeavours to select and continuously monitor third parties who are directly engaged by Bielik to perform the Services.

23.2. Bielik shall be entitled to partially or completely shut down the functioning of the Services in order to carry out repairs or upgrades, and Bielik undertakes to min-imise the time during which the functioning of the Services is partially or completely shut down. In the event of a complete shutdown of the Services, a corresponding message will be posted on the Platform.

23.3. Bielik shall be entitled to suspend the provision of the Services to the User in whole or in part until the violations have been remedied, if the User uses the Services in a manner contrary to the law, good morals, the Regulations or the Agreement. The User will be informed of the suspension of the Services and the reasons for the suspension

immediately by e-mail. In cases of suspension of the Services referred to in this section, the User shall not be entitled to compensation.

23.4. Bielik does not guarantee the availability of the trading functions in the event of service interruptions by an external provider, regardless of the reason for the interruptions. This includes any technical failures, maintenance work or other unforeseen events that may temporarily prevent the use of the platform services. Bielik will not be liable for any loss or inconvenience resulting from the lack of access to the services during such interruptions.

23.5. Bielik does not control or own the underlying software protocols that govern the operation of Cryptocurrencies.

24. LIABILITY FOR NON-CONFORMITY OF DIGITAL SERVICES WITH THE CONTRACT

24.1. Bielik shall be liable for the failure to deliver the Digital Services on time and for the failure of the Digital Services to comply with the Contract.

24.2. If the Digital Services have not been delivered to the User on time, the User shall be entitled to request Bielik to deliver them under the terms and conditions indicated in the section of the Terms and Conditions concerning complaints.

24.3. In the event that Bielik has not provided the Digital Services immediately or within the period agreed by the Parties, the User shall be entitled to withdraw from the Contract.

24.4. You shall have the right to withdraw from the Contract without being called upon to provide the Digital Services in the event that:

24.4.1. Bielik has stated or it is clear from the circumstances that it will not provide Digital Services or

24.4.2. The User and Bielik have agreed, or it is apparent from the circumstances, that a particular date for the delivery of the Digital Services was of material importance to the User and Bielik failed to deliver it on time.

24.5. If the Digital Services are provided in a manner that is not in accordance with the Contract, the User shall have the right to require Bielik to bring the Digital Services into conformity with the Contract.

24.6. Bielik shall bring the Digital Services into conformity with the Agreement within a reasonable period of time from the time the User informs Bielik of the non-conformity. Bielik shall bring the Digital Services into conformity with the Agreement in a manner that does not cause undue inconvenience to the User.

24.7. The costs of bringing the Digital Services into compliance with the Agreement shall be borne by Bielik.

24.8. If bringing the Digital Services into compliance with the Agreement is impossible or would require excessive costs to Bielik, Bielik may refuse to bring the Account Services into compliance with the Agreement.

24.9. The User may make a declaration of withdrawal from the Contract within 14 days of its conclusion:

(a) if, in accordance with the response provided to the User by Bielik, upon the User's request made pursuant to clause. 23.5 above, bringing the Account Services into conformity with the Agreement is impossible or requires excessive costs to be incurred by Bielik;

(b) Bielik has not brought the Account Service into conformity with the Agreement, as requested by the User pursuant to clause. 23.5;

(c) the non-compliance of the Account Service continues even though Bielik has attempted to bring the Account Service into compliance with the Agreement in accordance with the User's request pursuant to clause. 23.5.;

d) the non-conformity of the Account Service with the Agreement is such as to justify immediate withdrawal, without the User first exercising the remedy of requiring the Account Service to be brought into conformity with the Agreement;
(e) it is clear from Bielik's statement that Bielik will not bring the Account Service into conformity with the Agreement within a reasonable time or without undue inconvenience to the User.

24.10. The withdrawal declaration may be submitted by using the withdrawal form attached as Annex No. 2 to the Terms and Conditions, but the User is not obliged to do so. Sending the statement before the deadline referred to in the preceding sentence shall be sufficient to meet this deadline.

11. Bielik shall be liable for the non-conformity of the Digital Services with the Agreement if the non-conformity occurred or became apparent during the period in which the Account Service was to be provided.

12. Bielik shall be entitled to change the Digital Services if this is not necessary to comply with the Agreement in the event of a change in the functioning of the Platform.

13. In the event that the change materially and adversely affects the User's access to or use of the Digital Services, Bielik shall inform the User, in good time and on a durable medium, of the nature and date of the change and the right to terminate the Agreement.

14. The User shall have the right to terminate the Agreement without notice within 30 days of the change or notification of the change.

25. LIMITATION OF LIABILITY BIELIK

25.1. Bielik is not responsible for:
1. interruptions in the operation of the Services due to reasons attributable to the User;
2. interruptions in the operation of the Services resulting from causes beyond the control of Bielik and constituting force majeure;
3. technical problems or difficulties related to the operation of the User's terminal equipment that hinder or prevent the use of the Services;
4. damage caused by any User as a result of the User's infringement of third party rights;
5. the damages incurred by the User in connection with the blocking of the Services or deletion of the User's Account in connection with the User's violation of the provisions of the Terms of Use or generally applicable laws.

26. FRAUD AND OTHER OFFENCES

26.1. For the avoidance of doubt, if Bielik suspects that you are engaged in any fraudulent or other illegal activity, Bielik may freeze your Account immediately and notify the appropriate authorities.

27. NOTICES

27.1. All notices and correspondence from Bielik to the User regarding these Terms and Conditions shall be sent electronically to the email address indicated by the User during registration.

27.2. The User may contact Bielik by writing to the e-mail address info@bielik.io or via the contact form on the Bielik website, or by calling +48 573 494 323.

28. AMENDMENTS TO THE RULES OF PROCEDURE

28.1. Bielik is entitled to amend individual provisions of the Terms and Conditions at any time in the event of any of the following valid reasons:

1. the need to adapt the Regulations to the provisions of law, recommendations, guidelines, orders or prohibitions, rulings, provisions, interpretations or decisions of authorised public authorities,
2. changes to the scope of services provided by Bielik,
3. changes to the functionalities available through the Platform,
4. changes to the chargeability of services provided by Bielik,
5. a change in the scope or nature of Bielik's business,
6. changes to the technical conditions of use of the services provided by Bielik,
7. the need to prevent abuse of the services provided by Bielik or available on the Platform,
8. the need to adapt the Terms and Conditions to best practices related to the provision of services by Bielik, including best practices for the protection of Users' rights,
9. the need to correct any wording that is unclear or questionable or to correct obvious clerical errors that may appear in the Rules,
10. the emergence of new risks or hazards relating to the use of the Services provided by Bielik or available on the Platform, or the change or fall-out (removal) of such risks or hazards,
11. change the data of Bielik, including the company, the address of the registered office, telephone numbers, e-mail addresses, URLs (links/ hyperlinks) provided in the Terms of Use.

28.2. In the event that the Terms and Conditions are amended, Bielik shall inform the User by making the consolidated text of the amended Terms and Conditions available on the Platform at least two months in advance, unless it is forced to make changes without prior notice as a result of an order by the authorities. In this case, Bielik will inform the User of the change as soon as possible after its implementation. In addition, Bielik will send the User the relevant notification electronically, to the email address indicated by the User during registration.

28.3. If the User does not object to these changes before the proposed effective date, the User shall be deemed to have agreed to them. The User shall have the right, prior to the proposed effective date of the changes, to terminate the Agreement without charge with effect from the date the User is informed of the changes, but no later than the date on which the changes would have been applied. In the event that the User objects but does not terminate the Agreement, the Agreement shall terminate on the day prior to the date on which the proposed changes become effective, without charge.

29. DURATION AND TERMINATION

29.1. The Agreement concluded in accordance with these Terms and Conditions shall enter into force upon the creation of the User's Account on the Platform and shall be valid for an indefinite period of time.

29.2. You may terminate this Agreement immediately without notice for any reason.

29.3. Upon expiry of the Contract, any unexecuted purchase or sale orders shall be cancelled.

29.4. Irrespective of the reason for termination of the Agreement:

29.4.1. The money accumulated at the time of expiry of the Agreement shall be returned to the User to the Verified Bank Account, using the average PLN/EUR exchange rate as published by the National Bank of Poland and valid on the last day of the month preceding the expiry of the Agreement.

29.4.2. the User's Cryptocurrencies accumulated at the expiry of the Agreement will be returned to the User's designated wallet.

29.4.3. all other contractual relationships between the User and Bielik, including those governed by the Bielik Payment Services Regulations, shall terminate.

30. DSA (Digital Services Act)

30.1 In the case of the provision of an information society service involving the storage of information provided by the User, BIELIK shall not be responsible for the information stored at the request of the User, provided that BIELIK:

30.1.1. does not have actual knowledge of the illegal activity or illegal content, and, with respect to claims for damages, does not know of facts or circumstances that clearly prove the illegal activity or illegal content;

30.1.2. promptly take appropriate action to remove or prevent access to illegal content when it obtains such knowledge or news

30.2 When using the Platform, it is prohibited to carry out activities that would consist, in particular, of

30.2.1. hate speech;

30.2.2 intellectual property infringement;

30.2.3. providing illegal services;

30.2.4. supporting terrorism or violence;

30.2.5. publication of pornographic content;

30.2.6 privacy violations;

30.2.7. spam;

30.2.8 fraud;

30.2.9. creating security incidents;

30.2.10. publication of content that violates personal rights or discriminates;

30.2.11. money laundering or terrorist financing,

30.2.12. solicitation of unlawful acts.

30.3 Section 30.1 above shall not apply if you are acting under the authority or control of BIELIK.

30.4 BIELIK has designated a single point of contact at info@bielik.io to allow Users to communicate directly and quickly with BIELIK.

30.5 BIELIK has provided a mechanism for reporting unlawful content at info@bielik.io. Upon receipt of a report, BIELIK shall promptly acknowledge its receipt to the User, and then inform the User of how the report was handled, providing reasons and options for possible appeal of the decision. Paragraph 19. above shall apply.

30.6 If the content provided by a third party may constitute a crime, BIELIK shall report it to law enforcement authorities.

31. FINAL PROVISIONS

31.1 The language of the Agreement concluded by Bielik with the User is Polish.

31.2 Within the framework of the use of the Platform, it is forbidden for Users to provide unlawful content, which violates the law or good morals.

31.3 The Parties indicate that the law applicable to the Contract is Polish law. In the case of Users who are consumers, the aforementioned choice of law shall not exclude the protection granted to Users under the mandatory provisions of the law of the country in which the User has his/her habitual residence.

31.4 These Terms and Conditions shall apply from 12 March 2025.

Appendices:
1. Tariff of Fees and Charges
2. Model withdrawal declaration