

Platform Terms and Conditions

Please note that trading in or holding Cryptoassets involves a risk of loss. We therefore recommend that Users carefully consider whether such activity constitutes a suitable investment for them. More detailed information on the specific types of risk associated with investments in Cryptoassets is set out in the risk disclosure document provided to the User by BitGo prior to the conclusion of the Custody Agreement and the Trading Agreement.

The Platform Terms and Conditions set out the rules for using the Account Service within the Platform. Information on payment services and other services provided by Bielik Vault sp. z o.o. within the Platform is contained in the Payment Services Terms and Conditions, available at: <https://www.bielik.io/dokumenty-prawne>
Please direct any questions regarding the Terms and Conditions to info@bielik.io

1. DEFINITIONS

Capitalised terms in the Terms and Conditions have the following meanings:

- 1.1. AML – the Act of 1 March 2018 on countering money laundering and terrorist financing (i.e. Journal of Laws of 2025, item 644);
- 1.2. BitGo – BitGo Europe GmbH, with its registered office at Mainzer Landstraße 10, 60325 Frankfurt am Main (Germany), a licensed crypto-asset service provider (CASP) within the meaning of MiCAR, providing Users with crypto-asset custody services and trading services on the terms set out in a separate Custody Agreement and Trading Agreement, entered into directly between the User and BitGo;
- 1.3. Business Day – a day falling between Monday and Friday, excluding public holidays;
- 1.4. Password – an alphanumeric string used by the User to access the Account, consisting of at least 8 characters, including at least 1 digit or special character, at least 1 uppercase letter and at least 1 lowercase letter;
- 1.5. User Account or Account – means the User’s individual account created as a result of registration and activation, accessible via the Platform;
- 1.6. Crypto-assets – crypto-assets within the meaning of Article 3(1)(5) of MiCAR, supported by BitGo, a list of which is published at <https://developers.bitgo.com/coins>;
- 1.7. Login – the User’s unique identifier, which must consist of at least 12 characters and may contain: letters, numbers and special characters (@, !, \$, *, ?, %, #);
- 1.8. MiCAR – Regulation (EU) 2023/1114 of 31 May 2023 on crypto-asset markets and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937 (OJ (EU) L 150, 2023, p. 40, as amended);
- 1.9. Platform – an organised online and IT platform enabling the use of services provided electronically to Users, including Account Services and Portfolio management, under the terms and conditions set out in the Terms and Conditions and the Bielik Payment Services Terms and Conditions;
- 1.10. Wallet – a custodial account maintained on behalf of the User by BitGo under the terms of the Custody Agreement, which is accessed via the Platform and enables the User to view the balance of the Cryptoassets held by BitGo;
- 1.11. Payment Account – an account maintained by Bielik for the User for the purpose of executing Payment Transactions;
- 1.12. Terms and Conditions – means these Terms and Conditions together with the Annexes, governing the rules for the provision of Services;
- 1.13. Bielik Payment Services Terms and Conditions – terms and conditions detailing the rules governing the provision of payment services by Bielik. The Payment

Services Terms and Conditions can be viewed here <https://www.bielik.io/dokumenty-prawne>

1.14. GDPR – 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) (OJ EU L 2016 No 119, p. 1, as amended);

1.15. Parties – means Bielik and the User;

1.16. Schedule of Fees and Commissions – Bielik’s schedule of fees and commissions for the provision of Services, constituting Annex 1 to the Terms and Conditions and available at <https://bielik.io/oplaty>

1.17. Payment Transaction – a withdrawal of funds from the Payment Account to a Verified Bank Account initiated by the User;

1.18. Agreement – means a distance contract within the meaning of the Act of 30 May 2014 on consumer rights (i.e. Journal of Laws of 2024, item 1796, as amended), between the User and Bielik, on the terms set out in the Terms and Conditions, following the registration of an Account;

1.19. Custody Agreement – a Crypto Custody Service Agreement (CSA) concluded directly between the User and BitGo, governing the rules for the storage of the User’s crypto-assets by BitGo;

1.20. Trading Agreement – an agreement for the provision of trading services (Electronic Trading Agreement, ETA) concluded directly between the User and BitGo, governing the rules for the purchase, sale and exchange of crypto-assets;

1.21. Bielik Digital Services – means exclusively the Account Service and the operation of the Platform;

1.22. Account Service – means one of the Digital Services provided under the Agreement, enabling access to the User’s Account, created as a result of registration and activation;

1.23. Services – means the Account Service, the payment services specified in the Bielik Payment Services Terms and Conditions, and the provision of access via the Platform to crypto-asset services provided by BitGo;

1.24. Bielik – Bielik Vault limited liability company with its registered office in Warsaw, ul. Śmiała 26, 01-523 Warsaw, registered in the Register of Entrepreneurs of the National Court Register under KRS No. 0000973604, the court of registration being District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, REGON: 522217296, NIP: 5252910690, share capital of PLN 705,000.00, paid up in full;

1.25. User – means a person authorised to open an Account in accordance with the requirements set out in the Terms and Conditions;

1.26. Verified Bank Account – the User’s bank account from which the User will make a verification transfer and which, following this verification transfer, will be linked to the Account.

2. INTRODUCTORY PROVISIONS

2.1. These Terms and Conditions set out the rules and conditions for using the Services provided via the Platform made available to the User by Bielik via the website <https://www.bielik.io/> or the mobile application offered by Bielik.

2.2. A User who wishes to use the Services provided via 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. These 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 enabling the User to familiarise themselves with their content free of charge, and to obtain, reproduce and store them using the ICT system used by the User. The Terms

and Conditions are available at , at the website <https://www.bielik.io/dokumenty-prawne>, or via the mobile app offered by Bielik.

2.4. Upon the User's acceptance of the Terms and Conditions and the Bielik Payment Services Terms and Conditions during the registration process on the Platform, but subject to Bielik's effective implementation of the measures provided for and required under AML, an Agreement is concluded between the Parties and an Account is created. The use of services relating to Cryptoassets additionally requires the User to enter into separate agreements directly with BitGo (the Custody Agreement and the Trading Agreement), the content of which is made available to the User via the Platform.

2.5. To use the Services, the User must have an active Account on the Platform, created in accordance with the provisions of the Terms and Conditions.

2.6. Changes to the Platform's operation do not require the User's prior consent, but may involve amendments to the Terms and Conditions in accordance with the procedure for amending the Terms and Conditions described in clause 28 of the Terms and Conditions below (Amendments to the Terms and Conditions).

2.7. By entering into the Agreement, the User declares that they have received, read and accepted these Terms and Conditions together with the annexes. The User undertakes to comply with all the terms of the Terms and Conditions for the duration of the Agreement.

2.8. Bielik provides payment services to the User in accordance with the terms set out in the Bielik Payment Services Terms and Conditions and makes available a Platform enabling the use of services relating to Cryptoassets. These services, including in particular the storage, purchase, sale and exchange of Cryptoassets, are provided exclusively by BitGo on the basis of separate agreements concluded directly with the User; Bielik does not provide them on its own behalf.

3. DESCRIPTION OF SERVICES

3.1. Bielik provides the following services via the Platform:

3.1.1. The Account Service;

3.1.2. providing, via the Platform, access to Cryptoasset services provided by BitGo, subject to the terms of the Custody Agreement and the Trading Agreement; and

3.1.3. Payment services, which are governed by the Bielik Payment Services Terms and Conditions.

3.2. Access to the individual Services available on the Platform is restricted to persons holding an Account on the Platform.

4. PAYMENT SERVICES

4.1. The Bielik Payment Services Terms and Conditions 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 Terms and Conditions made available by Bielik at <https://www.bielik.io/dokumenty-prawne>

5. RULES FOR REGISTRATION AND ACCOUNT ACTIVATION. ACCOUNT MANAGEMENT

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

5.2. A 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 instructions contained in the email received on the basis of the identification details provided directly to Bielik.
- 5.3. A positive verification result is a prerequisite for registering an Account. The obligation to carry out verification arises from AML regulations.
- 5.4. As part of the verification process, the User provides Bielik with the following details:
- 5.4.1. first name and surname,
 - 5.4.2. email address,
 - 5.4.3. date and place of birth,
 - 5.4.4. country of residence,
 - 5.4.5. telephone number,
 - 5.4.6. nationality,
 - 5.4.7. National Insurance number,
 - 5.4.8. series and number of the identity document,
 - 5.4.9. residential address,
 - 5.4.10. photograph.
- 5.5. As part of the verification process, the User shall provide Bielik with a copy of their passport or identity card and their 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 required to activate the created Account. The Account activation process takes place via an activation link sent by Bielik to the email address provided by the User.
- 5.7. Additionally, as part of the verification process and before starting to use the Bielik Platform, the User may be asked to make a bank transfer to Bielik's bank account. Any transfer, including a verification transfer, must be made from a bank account held by the User.
- 5.8. Upon receipt of the verification transfer, Bielik will check whether the User's first name and surname match the details provided by the User in the identification form, and whether the unique payment reference code communicated to the User in the payment window on the Platform is correct. Future withdrawals will only be possible to a Verified Bank Account.
- 5.9. Verification takes place within 3 (three) Working 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 logs in to the Platform by authenticating via a web browser, which involves:
- 5.11.1. entering the correct Username,
 - 5.11.2. entering the correct Password;
 - 5.11.3. using (entering/applying) the appropriate authentication code, which the User obtains via an application provided by a third party and in accordance with the instructions displayed on the Platform (the User must enable two-factor authentication).
- 5.12. The User is the owner of the Account, and only one User may use a single Account. In order to create an Account, the User is required to provide their identification details. Failure to provide the mandatory identification details is tantamount to the User's refusal to create an Account on the Platform.
- 5.13. The User is responsible for ensuring that the identification details provided are accurate. When providing the identification details of third parties, the User is responsible for the use of their data.
- 5.14. The User's right to continue using the Account expires if the User fails to activate the Account correctly within three (3) days of Bielik generating the activation link.

5.15. The User shall have unrestricted access to the Account for the duration of the Agreement, subject to clause 29 of the Terms and Conditions below (Term and Termination).

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

5a. ACTIVATION OF CRYPTO-ASSET SERVICES

5a.1. Upon creating and activating an Account on the Platform in accordance with clause 5 of the Terms and Conditions above, a User intending to use BitGo's crypto-asset services is additionally required to:

5a.1.1. consent to Bielik transferring the User's personal data to BitGo to the extent necessary for BitGo to carry out KYC/AML verification and to provide Cryptoasset services;

5a.1.2. successfully pass the KYC/AML verification required for the provision of BitGo's services. This verification is carried out in accordance with the procedures set out in the Custody Agreement; to the extent necessary, verification activities may be performed by Bielik on behalf of BitGo on the basis of separate arrangements. BitGo retains full responsibility for the compliance of the verification with applicable regulations and may refuse to provide services based on its own risk criteria;

5a.1.3. review the terms of the Custody Agreement (CSA) and the Trading Agreement (ETA) made available via the Platform, and then accept these agreements (in electronic form, including by clicking the acceptance button). Acceptance of these agreements constitutes the conclusion of separate contractual relationships directly between the User and BitGo;

5a.1.4. read the Risk Disclosure document provided by BitGo.

5a.2. Bielik will not make Crypto Asset-related functions available to the User until the KYC/AML verification required by BitGo has been successfully completed and the User has entered into the Custody Agreement and the Trading Agreement with BitGo.

5a.3. Bielik records the date and time of the User's acceptance of the agreements with BitGo.

5a.4. In the event that BitGo updates the terms of the Custody Agreement or the Trading Agreement, the User will be notified of the changes via the Platform and asked to accept the updated terms. Failure to accept may result in restricted access to Cryptoasset services.

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, remove identified threats or irregularities, or for security reasons or reasons affecting the proper functioning of the Platform.

6.2. Access to the Account is automatically blocked by Bielik after three (3) incorrect password entries. To unblock the Account, follow the instructions displayed by the Platform.

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

6.4. To recover a lost Account password or to unblock access to the Account after it has been blocked, the User must contact Bielik. The Account will be unblocked once Bielik has successfully verified the User's identity.

7. TERMS AND CONDITIONS FOR THE PROVISION OF THE ACCOUNT SERVICE – TECHNICAL REQUIREMENTS

7.1. Minimum technical requirements necessary to use the Account Service when accessing the Platform via a web browser at <https://www.bielik.io/>:

7.1.1. an internet connection;

7.1.2. access to email;

7.1.3. a web browser; we guarantee the best quality on: Google Chrome and Safari.

7.2. Minimum technical requirements necessary to use the Account Service when using the Platform via the mobile app offered by Bielik:

7.2.1. iOS 14.0 or later, or Android 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 scanning QR codes and for AML verification).

7.3. Failure to meet the above requirements does not prevent you from using the Account Service, but may cause the Platform to malfunction.

8. TERMS AND CONDITIONS FOR THE PROVISION 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, except for periods when the Account Service is temporarily unavailable, of which Bielik will inform the User in advance via the Account on the Platform.

8.3. Once access to the Account has been granted, the User may use, amongst other things, the following functions:

8.3.1. executing Payment Transactions in accordance with the terms set out in Bielik's Payment Services Terms and Conditions;

8.3.2. access Cryptoasset services provided by BitGo, including placing orders to buy, sell and exchange Cryptoassets, in accordance with the terms of the Trading Agreement;

8.3.3. access to the Platform with Account and Wallet functionalities.

9. SERVICES RELATED TO THE PURCHASE, SALE OR EXCHANGE OF CRYPTO-ASSETS

9.1. Services relating to Cryptoassets, including the custody, purchase, sale and exchange of Cryptoassets, are provided exclusively by BitGo on the terms set out in the Custody Agreement and the Trading Agreement, entered into directly between the User and BitGo.

9.2. Bielik enables the User to access BitGo's services via the Platform. Bielik is not a party to any Cryptoasset transactions and does not provide services relating to the custody, purchase, sale or exchange of Cryptoassets on its own behalf.

9.3. The use of Cryptoasset services is subject to the User entering into a Custody Agreement and a Trading Agreement with BitGo, as well as successfully passing the KYC/AML verification carried out by BitGo.

9.4. The detailed rules for the execution of Cryptoasset transactions, including order placement procedures, transaction settlement, prices, BitGo fees and the rules of liability for these services, are set out in the Custody Agreement and the Trading Agreement.

9.5. These Terms and Conditions contain references to BitGo and the services provided by BitGo. BitGo is not a party to these Terms and Conditions, and therefore to the

Agreement concluded between Bielik and the User. Any references to BitGo, its services, products or obligations contained in these Terms and Conditions have been included in good faith on the basis of arrangements between Bielik and BitGo, in force at the time of publication of these Terms and Conditions. These references are for information purposes only and do not constitute grounds for the User to pursue any claims directly against BitGo under these Terms and Conditions, and consequently the Agreement. The User's rights and obligations in relation to the services provided by BitGo are governed solely by the Custody Agreement and the Commercial Agreement entered into directly between the User and BitGo, to the terms of which the User should refer.

10. (repealed)

(repealed).

11. (repealed)

(repealed).

12. (repealed)

(repealed).

13. (repealed)

(repealed).

14. CRYPTOASSET OFFERING

14.1. The list of Cryptoassets available to Users via the Platform is determined by Bielik from among the Cryptoassets supported by BitGo (published at <https://developers.bitgo.com/coins> or a successor address). Bielik preselects Cryptoassets based on criteria of security, liquidity and compliance with regulatory requirements.

14.2. Bielik may decide to add or remove support for a given Crypto Asset for a valid reason, in particular in the event of changes to BitGo's offering, regulatory requirements or security considerations. Bielik shall immediately inform Users of such changes via the Platform.

14.3. In the event that Bielik or BitGo discontinues support for a particular Cryptoasset, the User will be able to withdraw the Cryptoassets to an external wallet or sell them, in accordance with the terms of the Custody Agreement and the Trading Agreement.

14.4. Although Bielik makes every effort to maintain the continuity of the Services, the execution of transactions involving certain Cryptoassets may be temporarily unavailable for reasons attributable to BitGo or other third parties.

14.5. Bielik reserves the right to refuse to make available on the Platform any Cryptoassets which, in its opinion, do not meet the relevant security standards or regulatory requirements, even if they are supported by BitGo.

15. FEES FOR SERVICES PROVIDED

15.1. Bielik charges fees for the Payment Services provided, including fees related to Crypto Asset transactions (spreads, network fees). A complete list of fees is set out in the Schedule of Fees and Commissions, which forms Appendix 1 to these Terms and Conditions and is also available at <https://bielik.io/oplaty>

16. SECURITY

16.1. Bielik ensures that the Services operate in a manner that prevents unauthorised persons from accessing the content of the transmission comprising the Services, using the HTTPS/TLS protocol, which is used for the secure transmission of an encrypted data stream.

16.2. The User is aware and acknowledges that the Internet is a public network and that the use of services provided electronically may involve the risk of unauthorised persons obtaining and modifying Users' data; therefore, every User of the Platform is obliged to apply appropriate technical and logical measures to mitigate these risks.

16.3. All information enabling the User's identification and use of the Platform shall be stored securely by the User. If the User stores such information on an electronic device, the information should be protected against unauthorised access or interception, for example by using cryptographic solutions (encryption). The electronic device used by the User, including mobile devices, should be secured with a password (PIN) and a malware protection system (e.g. antivirus software) with the latest virus definitions and updates, an effective firewall, and all available security-related updates for the operating system and web browser should be installed on it.

16.4. The User is obliged to change their Password periodically. Bielik recommends changing it at least every 30 calendar days.

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

16.5.1. by sending an email to info@bielik.io

16.5.2. by calling +48 573 494 323

16.6. Bielik endeavours to ensure that the Platform is adequately secured, primarily against unauthorised access; however, it does not guarantee and shall not be liable for uninterrupted access to the Platform and Services to the extent that this depends on the internet connection used by the User. The Platform uses two-factor authentication via external *authenticator* apps, or automatic logout after a period of inactivity.

17. DECLARATIONS

17.1. The User's acceptance of the Terms and Conditions constitutes a declaration that the User understands and accepts the risks associated with Cryptoassets and is aware that one element of this risk is the possibility of losing all funds allocated to transactions in Cryptoassets. Detailed information on the risks associated with is contained in the documentation provided by BitGo prior to the conclusion of the Custody Agreement and the Trading Agreement. In particular, by using the Services, the User is aware that the Services involve interaction with Cryptoassets in an environment independent of Bielik or entities affiliated with Bielik, which may be subject to legal and regulatory changes, as well as actions taken by supervisory and regulatory authorities.

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

17.2.1. is a natural person who has reached the age of eighteen (18), and if the User's jurisdiction requires a minimum age higher than eighteen (18) to enter into the Agreement – has reached at least that minimum age;

17.2.2. has the authority and right to enter into the Agreement (and is not subject to any prohibitions in this regard under applicable law);

17.2.3. will use the Services solely in their own name, on their own behalf and at their own risk, and not as an agent, representative, trustee or in any other capacity on behalf of a third party; this does not apply to legal representatives acting within the limits of their authority under the law;

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

- 17.2.5. has read the Terms and Conditions and the Schedule of Fees and Commissions, as well as the Custody Agreement and the Trading Agreement, and has accepted their content and undertakes to comply with them;
- 17.2.6. understands and accepts the risks associated with the purchase of Cryptoasset units and is aware that one aspect of this risk is the possibility of losing all funds allocated for the purchase of Cryptoassets as a result of fluctuations in Cryptoasset prices. In particular, when using the Services, the User is aware that, due to the specific nature of Cryptoassets, the Services involve interaction with Cryptoassets 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 bodies;
- 17.2.7. acknowledges that Bielik does not provide investment advice regarding Cryptoassets, and the User accepts that any information made available as part of the Services does not constitute a (personal) recommendation to buy, sell, hold, share or lend (Cryptoassets);
- 17.2.8. understands and accepts that the custody of Cryptoassets is carried out by BitGo in accordance with the terms of the Custody Agreement, and that BitGo may employ solutions involving the collective storage of cryptographic keys, whilst maintaining records of Users' individual assets.
- 17.2.9. acknowledges that all Services are provided on an "performance only";
- 17.2.10. has full legal capacity;
- 17.2.11. in using the Services, will not carry out any unlawful transactions intended to evade obligations or engage in activities contrary to the rules of fair trading;
- 17.2.12. is not included on any sanctions lists;
- 17.2.13. has knowledge of the Crypto-asset market sufficient to understand the mechanisms governing the Crypto-asset market;
- 17.2.14. use of the Services entails the User's obligation to undergo the procedures provided for under AML, which may in particular involve the obligation to provide or update: a) first name and surname, b) nationality, c) their National Identity Number (PESEL) or date of birth (where no PESEL number has been assigned) and country of birth, d) a scan of their identity document, e) their residential address, f) their name (company name), tax identification number (NIP) and the address of their principal place of business or registered office, g) their legal form, h) NIP, and in the absence of such a number – the country of registration, the name of the relevant register, and the registration number and date; i) additional documents relating, inter alia, to the investigation of the source of the User's assets or the analysis of the User's activities;
- 17.2.15. shall comply with all the terms and conditions of the Terms of Service whilst accessing or using the Services;
- 17.2.16. when using the Services, will not carry out any transactions intended to circumvent the law, evade obligations or carry out activities contrary to the rules of fair trading;
- 17.2.17. does not reside in, nor is subject to the jurisdiction of, a country where applicable laws prohibit the User from entering into the Agreement or using the Service;
- 17.2.18. you are not a resident of a jurisdiction where the provision of services relating to Crypto-assets to its citizens is prohibited, or where the provision of such services is permitted only to a limited extent;
- 17.2.19. is not a resident of a country subject to sanctions imposed by the United Nations, the European Union, the United States

- of America or any other relevant governmental organisation;
- 17.3. The User further declares and warrants that all information relating to registration (and any additional information that Bielik may require) and the User verification process, which the User provides to Bielik, is true, accurate and complete, and that the User undertakes to ensure that it remains true, accurate and complete at all times. In this regard, the User undertakes to inform Bielik immediately if any of the above statements cease to be true.
- 17.4. If Bielik determines or has reasonable grounds to suspect that any of the above statements are not (or have ceased to be) true, Bielik is entitled to immediately block the User's Account until the matter is resolved.
- 17.5. At Bielik's request, the User is obliged to provide any supplementary information that proves necessary for the provision of the Services or for Bielik to fulfil its obligations under applicable laws and regulations.

18. LAWS AND REGULATIONS

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

19. COMPLAINTS

- 19.1. Any complaints regarding irregularities in the provision of Services by Bielik or the functioning of the Platform (subject to clause 19.12 of the Terms and Conditions below) may be submitted to Bielik by any means, including – at the User's discretion:
- 19.1.1. by email to klienci@bielik.io
 - 19.1.2. in writing – by post to the address of Bielik's registered office specified in clause 1.24 of the Terms and Conditions above,
 - 19.1.3. by telephone – on +48 573 494 323.
- 19.2. The complaint should contain at least: the User's identification details and a description of the reason for the complaint.
- 19.3. Bielik will consider the complaint within 14 (fourteen) days of receiving it.
- 19.4. Immediately after considering the complaint, but no later than within the timeframe specified above, Bielik will provide the User with a response regarding the complaint. The response will be sent via the same channel through which the complaint was submitted to Bielik, unless the User has specified an alternative method for receiving the response to the complaint. If the complaint does not contain details enabling Bielik to send a response, it will remain at Bielik's premises for collection by the User.
- 19.5. Bielik may request additional information from the User where this is necessary to assess the complaint.
- 19.6. As part of the complaint handling process, Bielik shall determine, if possible in consultation with the User, whether and how any defect can be rectified.
- 19.7. If the complaint procedure has been exhausted, the User may use out-of-court complaint handling and redress procedures.
- 19.8. Detailed information regarding the User's ability to use out-of-court complaint handling and redress procedures, as well as the rules for accessing these procedures, is available at the offices and on the websites of district (municipal) consumer ombudsmen, consumer rights protection organisations, the Provincial Inspectorate of Trade Inspection, and at the following website 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 these Terms and Conditions to mediation. The details shall be determined by the parties to the dispute.
- 19.10. The User may make use of out-of-court complaint handling and redress procedures. The User may, amongst other things:

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

19.10.2. apply to the provincial inspector of the Trade Inspection Authority to initiate mediation proceedings for the amicable resolution of the dispute between Bielik and the User

19.10.3. seek assistance from the district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection.

19.11. The User may find more detailed information on out-of-court complaint handling and redress procedures on the website <http://www.uokik.gov.pl>.

19.12. Complaints regarding Cryptoasset services provided by BitGo (including the storage, purchase, sale and exchange of Cryptoassets) are submitted and handled in accordance with the complaints procedures set out in the Custody Agreement and the Trading Agreement entered into directly between the User and BitGo. Bielik does not handle complaints regarding services provided by BitGo; however, at the User's request, it may act as an intermediary in forwarding the complaint to BitGo via the Platform, and shall provide the User with all contact details for BitGo.

19.13. The rights referred to in these Terms and Conditions do not preclude the pursuit of claims against Bielik on general grounds before the competent common court, with due regard for all consumer rights.

20. PERSONAL DATA

20.1. Bielik is the controller of Users' personal data. Users' personal data is processed by Bielik for the purpose of providing the Services and for the purposes of establishing, pursuing or defending against claims. Users have the following rights: the right of access to data, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability, the right to object, and the right not to be subject to a decision based solely on automated processing, including profiling. Further information regarding the processing of Users' personal data can be found in the Bielik Privacy Policy available here: <https://www.bielik.io/dokumenty-prawne> and in the cookie policy, available at: <https://www.bielik.io/dokumenty-prawne>

20.2. With regard to services relating to Cryptoassets, BitGo acts as a separate controller of the User's personal data. The rules governing the processing of personal data by BitGo are set out in BitGo's privacy policy, which is made available to the User prior to the conclusion of the Custody Agreement and the Trading Agreement.

21. ACCEPTABLE USE OF THE SERVICE

21.1. The User may not use the Services for any other purpose or in any manner that is unlawful or in a manner that would be detrimental to Bielik or its affiliated companies or its customers, suppliers or other parties. Such conduct includes exploiting potential system vulnerabilities in a manner detrimental to Bielik.

21.2. Furthermore, the User must not use the Services in a manner that breaches these Terms and Conditions or in a manner that could damage, disable, overburden or impair the Services (or any network(s) connected to the Services), interfere with another person's use of the Services, or otherwise compromise the integrity of the Services or any of their functionalities.

22. USER'S LIABILITY

22.1. In addition to the User's other obligations set out in the Terms and Conditions, 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 any illegal or potentially disruptive or harmful activities whilst using the Services.

22.2. Bielik does not provide investment advice regarding Cryptoassets. The User accepts that any information made available as part of the Services does not constitute a (personal) recommendation to buy, sell, hold, share or lend Cryptoassets.

23. BIELIK'S LIABILITY

23.1. Bielik shall use its best endeavours in the selection and continuous monitoring of third parties directly engaged by Bielik for the provision of the Services.

23.2. Bielik is entitled to partially or completely suspend the operation of the Services for the purpose of carrying out repairs or upgrades, provided that Bielik undertakes to minimise the duration of any partial or complete suspension of the Services. In the event of a complete suspension of the Services, an appropriate notice will be posted on the Platform.

23.3. Bielik is entitled to suspend the provision of the Services to the User in whole or in part until any breaches are remedied, where the User uses the Services in a manner contrary to the law, public policy, the Terms and Conditions or the Agreement. The User shall be notified immediately by email of the suspension of the provision of the Services and the reasons for such suspension. In cases of suspension of the provision of the Services referred to in this clause, the User shall not be entitled to compensation.

23.4. Bielik does not guarantee the availability of Cryptoasset services in the event of interruptions in the provision of services by BitGo, regardless of the cause of such interruptions. BitGo is responsible for the provision of Cryptoasset services under the terms set out in the Custody Agreement and the Trading Agreement.

23.5. Neither Bielik nor BitGo control the software protocols that govern the operation of the blockchain network and Cryptoassets.

24. LIABILITY FOR NON-COMPLIANCE OF BIELIK'S DIGITAL SERVICES WITH THE AGREEMENT

24.1. The provisions of this clause 24 of the Terms and Conditions apply exclusively to Bielik's Digital Services. Bielik acts solely as a technical intermediary in providing the User with access to crypto-asset services provided by BitGo under the Custody Agreement or the Trading Agreement, and BitGo bears sole responsibility for these services, including their compliance with the aforementioned agreements, on the terms set out therein.

24.2. Bielik shall be liable for any failure to deliver the Bielik Digital Services on time and for any non-compliance of the Bielik Digital Services with the Agreement.

24.3. If the Bielik Digital Services have not been delivered to the User on time, the User shall be entitled to request Bielik to deliver them in accordance with the rules set out in the section of the Terms and Conditions concerning complaints.

24.4. If Bielik has not delivered the Bielik Digital Services immediately or within the timeframe agreed by the Parties, the User is entitled to withdraw from the Agreement.

24.5. The User has the right to withdraw from the Agreement without requesting the delivery of the Digital Services from Bielik, where:

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

24.5.2. the User and Bielik have agreed, or it is apparent from the circumstances, that a specific deadline for the provision of Bielik Digital Services was of material importance to the User, and Bielik has failed to provide them by that deadline.

24.6. If Bielik's Digital Services are provided in a manner inconsistent with the Agreement, the User is entitled to require Bielik to bring the Digital Services into compliance with the Agreement.

24.7. Bielik shall bring the Bielik Digital Services into compliance with the Agreement within a reasonable time, counting from the moment the User informs Bielik of the non-compliance. Bielik shall bring the Bielik Digital Services into compliance with the Agreement in a manner that does not cause undue inconvenience to the User.

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

24.9. If bringing the Bielik Digital Services into compliance with the Agreement is impossible or would entail excessive costs for Bielik, Bielik may refuse to bring the Bielik Digital Services into compliance with the Agreement.

24.10. The User may submit a notice of withdrawal from the Agreement within 14 days of the date of its conclusion:

- a) if, in accordance with the response provided to the User by Bielik in response to the User's request made pursuant to clause 24.6 of the Terms and Conditions above, bringing the Account Service into compliance with the Agreement is impossible or would require Bielik to incur excessive costs;
- b) Bielik has not brought the Account Service into compliance with the Agreement, in accordance with the User's request made pursuant to clause 24.6 of the Terms and Conditions above;
- c) the non-compliance of the Account Service persists, despite Bielik having attempted to bring the Account Service into compliance with the Agreement, in accordance with the User's request made pursuant to clause 24.6 of the Terms and Conditions above;
- d) the non-compliance of the Account Service with the Agreement is so significant that it justifies immediate withdrawal, without the User first having to resort to the remedy of requesting that the Account Service be brought into compliance with the Agreement;
- e) it is clear from Bielik's statement that Bielik will not bring the Account Service into compliance with the Agreement within a reasonable time or without undue inconvenience to the User.

24.11. A notice of withdrawal may be submitted using the model withdrawal form set out in Appendix 2 to these Terms and Conditions; however, the User is not obliged to do so. To meet this deadline, it is sufficient to send the notice before the expiry of the period referred to in the preceding sentence.

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

24.13. Bielik is entitled to modify the Bielik Digital Services if such modification is not necessary to ensure their compliance with the Agreement in the event of a change in the functioning of the Platform.

24.14. Should such a change significantly and adversely affect the User's access to or use of the Bielik Digital Services, Bielik shall inform the User, in good time and on a durable medium, of the nature and date of the change and of the right to terminate the Agreement.

24.15. The User has the right to terminate the Agreement without notice within 30 days of the date on which the change is made or the User is notified of such a change.

25. LIMITATIONS OF BIELIK'S LIABILITY

25.1. Bielik shall not be liable for:

- 25.1.1. interruptions in the functioning of the Services resulting from causes attributable to the User;
- 25.1.2. interruptions in the functioning of the Services resulting from causes beyond Bielik's control and constituting force majeure;
- 25.1.3. technical problems or difficulties relating to the operation of the User's end device which hinder or prevent the use of the Services;
- 25.1.4. damage caused by any User as a result of their infringement of third-party rights;
- 25.1.5. damage suffered by the User in connection with the suspension of the Services or the deletion of the User's Account due to the User's breach of the Terms and Conditions or generally applicable laws.

25.2. With regard to services relating to Cryptoassets (storage, purchase, sale and exchange of cryptoassets), Bielik is not the provider of these services, but merely makes the Platform available as a technical channel enabling the User to conclude and perform contracts directly with BitGo (CSA and ETA). Accordingly:

- 25.2.1. Bielik shall not be liable for the performance, delay, refusal to perform, or improper performance of any services relating to Cryptoassets provided by BitGo, including in particular the storage of cryptoassets, the execution of orders to buy, sell or exchange cryptoassets, the valuation of cryptoassets, the calculation of spreads, and the collection of network fees;
- 25.2.2. Bielik shall not be liable for any losses incurred by the User in connection with the use of BitGo's services, including loss of value of crypto-assets, losses resulting from price fluctuations, delays in the settlement of transactions or the unavailability of BitGo's services;
- 25.2.3. Bielik shall not be liable for the content, terms or performance of agreements concluded between the User and BitGo (CSA and ETA); any claims by the User relating to services concerning Cryptoassets should be addressed directly to BitGo in accordance with the complaints procedure set out in the CSA and ETA;
- 25.2.4. Bielik shall not be liable for the security of crypto-assets held by BitGo, including for the acts or omissions of BitGo or any entities engaged by BitGo in the performance of its services;
- 25.2.5. Bielik's liability in relation to Cryptoassets is limited solely to the proper functioning of the Platform as a technical tool enabling access to BitGo's services, including the correct transmission of the User's instructions and BitGo's messages via the Platform.

26. FRAUD AND OTHER OFFENCES

26.1. For the avoidance of doubt, if Bielik suspects that a User is involved in any fraudulent or other unlawful activities, Bielik may freeze their Account immediately and notify the relevant 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 provided by the User during registration.

27.2. The User may contact Bielik by emailing info@bielik.io, via the contact form on the Bielik website, or by calling +48 573 494 323.

28. AMENDMENTS TO THE TERMS AND CONDITIONS

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:

28.1.1. the need to bring the Terms and Conditions into line with legal provisions, recommendations, guidelines, orders or prohibitions, rulings, resolutions, interpretations or decisions of competent public authorities,

28.1.2. a change in the scope of services provided by Bielik,

28.1.3. changes to the functionality available via the Platform,

28.1.4. changes to the fees for services provided by Bielik,

28.1.5. changes to the scope or nature of Bielik's business,

28.1.6. changes to the technical conditions for using the services provided by Bielik,

28.1.7. the need to prevent abuse of the services provided by Bielik or available on the Platform,

28.1.8. the need to align the Terms and Conditions with best practices relating to the provision of services by Bielik, including best practices regarding the protection of Users' rights,

28.1.9. the need to clarify ambiguous or questionable wording or to correct obvious typographical errors that may occur in the Terms and Conditions,

28.1.10. the emergence of new risks or threats associated with the use of the Services provided by Bielik or available on the Platform, or changes to or the cessation (removal) of such risks or threats,

28.1.11. changes to Bielik's details, including the company name, registered office address, telephone numbers, email addresses and URLs (links/hyperlinks) included in the Terms and Conditions.

28.2. In the event of amendments to the Terms and Conditions, Bielik shall inform the User by making the consolidated text of the amended Terms and Conditions available on the Platform at least 2 months in advance, unless it is compelled to make changes without prior notice as a result of an order from the authorities. In such a case Bielik will inform the User of the change as soon as possible after it has been made. In addition, Bielik will send Users a relevant notification by email to the email address provided 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 consented to them. The User has the right, prior to the proposed effective date of the amendments, to terminate the Agreement without incurring any fees, with effect from the date the User is notified of the amendment, but no later than the date on which such amendments would have taken effect. If the User objects but does not terminate the Agreement, the Agreement shall expire on the day preceding the date on which the proposed changes come into effect, without incurring any charges.

29. TERM 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 remain in force for an indefinite period.

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

29.3. Regardless of the reason for the termination of the Agreement:

29.3.1. any funds accumulated at the time of the Agreement's termination shall be refunded to the User to their Verified Bank Account, using the average PLN/EUR exchange rate announced by the National Bank of Poland and in force on the last day of the month preceding the termination of the Agreement,

29.3.2. With regard to Cryptoassets held by BitGo on behalf of the User, the consequences of terminating the Custody Agreement are set out in that agreement. The User must withdraw the Cryptoassets from the BitGo custody account in accordance with the terms of the Custody Agreement.

29.3.3. all other contractual relationships between the User and Bielik shall terminate, including those governed by the Bielik Payment Services Terms and Conditions

29.3.4. The User's Cryptoassets held at the time of the Agreement's expiry shall be returned to the User to the external wallet specified by them.

30. DSA (Digital Services Act)

30.1. In the case of the provision of an information society service consisting of the storage of information provided by the User, Bielik shall not be liable for information stored at the User's request, provided that Bielik:

30.1.1. has no actual knowledge of illegal activity or illegal content, and, in relation to claims for damages, is not aware of facts or circumstances which clearly indicate illegal activity or illegal content; or

30.1.2. takes appropriate action without delay to remove or disable access to illegal content once it becomes aware of such knowledge or information.

30.2. When using the Platform, it is prohibited to engage in activities that would consist, in particular, of:

30.2.1. hate speech;

30.2.2. infringement of intellectual property rights;

30.2.3. providing illegal services;

30.2.4. supporting terrorism or violence;

30.2.5. publishing pornographic content;

30.2.6. invasion of privacy;

30.2.7. spam;

30.2.8. fraud;

30.2.9. creating security incidents;

30.2.10. publishing content that infringes personal rights or is discriminatory;

30.2.11. money laundering or the financing of terrorism;

30.2.12. incitement to unlawful acts.

30.3. Clause 30.1 of the Terms and Conditions above shall not apply if the User acts with the authorisation or under the control of BIELIK.

30.4. BIELIK has designated a single point of contact at info@bielik.io to enable 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 immediately confirm its receipt to the User and then inform them of how it has been dealt with, providing a justification and details of any possible appeal against the decision taken. Clause 19 of the Terms and Conditions above applies.

30.6. If content made available by a third party may constitute a criminal offence, BIELIK shall report it to the law enforcement authorities.

31. FINAL PROVISIONS

31.1. The language of the Agreement concluded between BIELIK and the User is Polish.

31.2. When using the Platform, Users are prohibited from providing content that is unlawful, infringes the law or violates public decency.

31.3. The Parties agree that the law applicable to the Agreement is Polish law. In the case of Users who are consumers, the above choice of law does not exclude the protection afforded to Users under the mandatory provisions of the law of the country in which the User has their habitual residence.

31.4. These Terms and Conditions shall come into force on 1 July 2026.

Appendices:

[1. Fee and Commission Schedule](#)

[2. Model withdrawal form](#)