

## Agreement on the Custody and Transfer of Crypto Assets and Cryptographic Instruments

This agreement on the custody and transfer of Crypto Assets and cryptographic instruments (“**Agreement**”) between Tangany GmbH (“**Tangany**”) and the customer named below (“**Customer**”) (Tangany and the Customer together the “**Parties**” and each individually a “**Party**”) consists of the following documents (“**Contractual Component(s)**”):

1. This cover sheet (“**Cover Sheet**”)
2. General Terms and Conditions for the Custody and Transfer of Crypto Assets (“**GTC**”)
3. Special Terms and Conditions for E-Money Tokens (“**Special Terms**”)
4. Fees and Services Schedule (“**Fees and Services Schedule**”)

In the event of any contradictions between provisions of the respective contractual components, the Cover Sheet shall take precedence, followed by the Fees and Services Schedule, followed by the Special Terms and the GTC.

The following documents do not constitute contractual terms and are provided for informational purposes only:

1. Information on the Security Systems Used and Custody Strategy (“**Information on Security Systems and Custody Strategy**”)
2. Information on the Handling of Conflicts of Interest (“**Information on Conflicts of Interest**”)
3. Information on Risks in the Custody and Transfer of Crypto Assets (“**Risk Information**”)
4. Privacy Notice for End Customers (“**Privacy Notice**”)

Information on the Parties	
<b>Tangany</b>	<p>Name: Tangany GmbH  Registered office: Brienner Straße 53, 80333 Munich  Commercial register: Local Court of Munich  Commercial register number: HRB 246113  Managing Directors: Martin Kreitmair and Christopher Zapf</p> <p>Supervisory authority: Federal Financial Supervisory Authority (“<b>BaFin</b>”)  BaFin ID: 50085612  BAK number: 157349</p> <p>Phone: +49 89 9982095-70  Email: info@tangany.com</p>

## General Terms and Conditions and Withdrawal Policy for the Custody and Transfer of Crypto Assets by Tangany

### 1. Scope and General Provisions

- 1.1. These General Terms and Conditions for the Custody and Transfer of Crypto Assets by Tangany (“**GTC**”) apply to the crypto custody and transfer services of Tangany GmbH (“**Tangany**”) as specified in clause 3 with respect to:
- Crypto Assets as defined in Art. 3(1)(5) of Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets and amending Regulations (EU) No. 1093/2010 and (EU) No. 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937 (“**MiCAR**”) in conjunction with Art. 2(3) and (4) MiCAR (“**Crypto Assets**”),
  - Cryptographic instruments in accordance with section 1(1a) sentence 9 and 10 of the German Banking Act (Kreditwesengesetz – “**KWG**”), and
  - Means of access to Crypto Assets, cryptographic instruments and other cryptographic keys (“**Private Key**”).

Crypto Assets, cryptographic instruments, and Private Keys are collectively referred to as “**Custody Objects**”.

- 1.2. These GTC apply regardless of whether the customer of Tangany (“**Customer**”) is a consumer or a business. Any terms and conditions of the Customer shall not apply, even if Tangany does not explicitly reject their applicability in individual cases.
- 1.3. Tangany is a financial services institution and crypto asset service provider supervised by the Federal Financial Supervisory Authority (“**BaFin**”) and holds authorization for qualified crypto custody in accordance with section 1(1a) sentence 2 no. 6 of the KWG, as well as for the crypto asset services of custody and administration of Crypto Assets for clients (Article 3(1)(17) MiCAR) and the provision of crypto asset transfer services for clients (Article 3(1)(26) MiCAR). Furthermore, Tangany is a payment institution supervised by BaFin in accordance with Section 10(1), sentence 1, no. 1 of the German Payment Services Supervision Act ( Zahlungsdiensteaufsichtsgesetz -“**ZAG**”).
- 1.4. Tangany’s core business activity is the provision of crypto custody services (including crypto transfer services) for Customers via platforms operated by third parties (“**Platform**”). The terms of the platform operator apply with regard to the operation of the Platform. The Customer and the Platform are in a direct contractual relationship.
- 1.5. Customers may register directly with Tangany at <https://customer.tangany.com> and access current information regarding their contractual relationship with Tangany.
- 1.6. Unless otherwise provided in these GTC, the definitions used in the GTC have the same meaning as in the Cover Sheet.

### 2. Conclusion of Contract and Customer Account

- 2.1. The Agreement with Tangany is concluded via registration through the Platform and acceptance of the GTC (including all contractual components). Tangany is obligated to identify the Customer in accordance with anti-money laundering laws. During the registration process, the Customer may review and correct their entries. By accepting the GTC and the other contractual components, the Customer submits a binding offer to conclude a contract with Tangany. Acceptance of the offer is effected by the creation of a customer account for the Customer (“**Customer Account**”). No separate declaration of acceptance is made by Tangany. There is no entitlement to acceptance of the offer or to the creation of a Customer Account.

- 2.2. No Crypto Assets, cryptographic instruments or Private Keys are held in the Customer Account. Custody is provided via an omnibus wallet, see clause 3. The Customer can view their Custody Objects via the Customer Account.
- 2.3. In the case of Private Keys, secure storage may also be provided in a Single Wallet, see clause 3.3.
- 2.4. Customers must keep their password and any other security credentials providing access to their Customer Account confidential and secure access to their account. Customers are obligated to notify Tangany immediately if there is any indication that their Customer Account has been or is being used by unauthorized third parties.

### 3. Services provided by Tangany

- 3.1. Tangany's services under this clause are limited to Custody Objects permitted by law and approved on the Platform.
- 3.2. Tangany holds Custody Objects for Customers on the respective blockchain in an omnibus wallet in which Custody Objects belonging to multiple Customers are collectively stored ("**Wallet**"). Tangany maintains an internal inventory system that enables it to assign, rebook and distinguish Custody Objects (including rights and positions associated with the Crypto Assets and cryptographic instruments) and to record all movements of the Custody Objects resulting from customer instructions ("**Internal Booking System**"). Tangany does not maintain any proprietary holdings in the Wallet.
- 3.3. If agreed between Tangany and the Platform, Tangany may store Private Keys in a separate wallet in which only the Customer's Private Keys are held ("**Single Wallet**").
- 3.4. Tangany holds the Customers' Crypto Assets and cryptographic instruments (including the associated Private Keys) on behalf of and in trust for the Customers, such that the stored Crypto Assets and cryptographic instruments are deemed to be the property of the Customer unless the Customer has expressly authorized dispositions over the stored Crypto Assets or cryptographic instruments for the account of Tangany or a third party. As the Crypto Assets and cryptographic instruments of different Customers are collectively stored in a Single Wallet, in accordance with section 45(1) and (2) of the K MAG and section 46i(1) and (2) of the KWG, each Customer is deemed to hold a proportional right in all Crypto Assets or cryptographic instruments stored in the Wallet, corresponding to their individual holdings. In the case of a Single Wallet, the Private Keys stored therein are deemed to belong to the respective Customer.
- 3.5. Customers' rights to Custody Objects held for them by Tangany in the Omnibus Wallet or Single Wallet are not affected by Tangany's insolvency and are protected from access by insolvency creditors. In the event of Tangany's insolvency, the Customer may request segregation of their Custody Objects. If the Customer does not agree, during insolvency proceedings concerning Tangany's assets, to segregation by way of transfer of the entire holdings or substantial parts thereof to another institution appointed by the insolvency administrator and authorized to perform crypto custody or qualified crypto custody services, the Customer shall bear the costs of segregation. The Customer shall not bear such costs if the terms offered by the other institution for continuing the custody relationship are unreasonable.
- 3.6. Tangany provides the following transfer services:
  - a) Receipt of Crypto Assets or cryptographic instruments acquired by the Customer in the context of a trading transaction;

- b) Transfer of Crypto Assets or cryptographic instruments sold by the Customer in a trading transaction from the Wallet to the trading partner and removal of the sold crypto asset from the Internal Booking System in the name and on behalf of the Customer;
  - c) Transfer of Custody Objects owned by the Customer to an external crypto wallet belonging to the Customer, either self-managed or managed by an appropriately authorized institution (“**External Wallet**”); and
  - d) where agreed with the Customer and technically implemented by the Platform, the receipt of Custody Objects belonging to the Customer from an External Wallet of the Customer.
  - e) Secure storage of Private Keys.
- 3.7. The transfer services referred to in clauses 3.6 a) and b) are processed via technical interfaces provided by Tangany, through which the Platform transmits, among other things, information about completed trading transactions.
- The transfer of Custody Objects to an External Wallet in accordance with section 3.6 c) is carried out in accordance with section 4 of the GTC, and the receipt of Custody Objects from an External Wallet in accordance with section 3.6 d) is carried out in accordance with section 5 of the GTC.
- 3.8. The Customer acknowledges that changes to blockchains, such as Forks (modifications to the blockchain protocol due to a code split) (“**Forks**”), and changes to the underlying distributed ledger technology (“**Distributed Ledger Technology**” or “**DLT**”) may substantially affect the value, function or name of a Custody Item and may render custody by Tangany technically difficult or no longer feasible.
- 3.9. In the event of a Fork or an unsolicited distribution of a certain type of Custody Object (so-called airdrops), the rights associated with them belong to the Customer. Any agreement deviating from this requires an explicit arrangement and must be concluded prior to the occurrence of such an event.
- 3.10. If Tangany suspends custody due to one of the reasons specified in clause 3.8, the Customer may apply via the Platform to have the affected Custody Objects transferred to an External Wallet; clause 4 of the GTC shall apply accordingly. Tangany is only obligated to perform the transfer if it is legally (particularly from a regulatory perspective) permissible and technically feasible.
- It is possible that the Platform may carry out a liquidation of the affected Custody Item following appropriate notice.
- The procurement of an External Wallet is the responsibility of the Customer. Tangany is not obligated to assist the Customer in procuring an External Wallet. Otherwise, the conditions set out in clause 3.7 apply.
- 3.11. Tangany shall provide the Customer with a report of their holdings in electronic form every three months free of charge. Access to the documents provided is via the Platform (if it supports transmission) or alternatively after successful registration via the Tangany End Customer Portal at <https://customer.tangany.com>. The Customer also has the right to receive an up-to-date report of their holdings in electronic form at any time. This report includes the Custody Objects held, the balances, and their value during the relevant period.
- 3.12. Tangany is legally obligated under anti-money laundering regulations to monitor crypto asset transfers comprehensively during and after execution, based on defined risk-based criteria. To comply with these requirements, data analysis systems are used that reference

current and historical customer transfers and analyze Customers' transfer data according to established rules.

#### 4. Transfer of Custody Objects to an External Wallet

- 4.1. The transfer of Custody Objects to an External Wallet is based on an order by the Customer to transfer Custody Objects directly to an External Wallet belonging to the Customer. If supported by the Platform, the order can be submitted to Tangany directly via the Platform. Otherwise, the order is submitted to Tangany using the "Order to Transfer Crypto Assets/Cryptographic Instruments" form, which can be requested from the Platform's customer support or from Tangany. For this transfer, the crypto assets or cryptographic instruments shown in the Customer Account are blocked for sale prior to the transfer, removed from the Internal Booking System, and transferred to the Customer's External Wallet. In the case of Private Keys held in a Single Wallet, the transfer to the External Wallet consists solely of the transfer itself.
- 4.2. Transfers of Crypto Assets to an External Wallet are subject to the following conditions:
  - a) The transfer must be made to a single Wallet address. Splitting the same crypto asset across multiple wallet addresses is not permitted.
  - b) Transfer fees are deducted directly from the amount being transferred.
  - c) Any blockchain transaction fees ("**Network Fees**") are also deducted directly from the transfer amount and may fluctuate over time. Tangany has no influence over the amount of these fees.
- 4.3. With respect to the transfer of cryptographic instruments and Private Keys held in a Single Wallet, section 4.2 a) and b) apply accordingly. The Customer is responsible for any transfer and Network Fees that may arise.
- 4.4. Tangany may reject transfers to an External Wallet if such transfers are prohibited by law (in particular supervisory or sanctions law), by order of a competent authority or court, or if there are indications of money laundering or other unlawful acts in connection with the transfer or the custody assets themselves.
- 4.5. Transfers may also be rejected if the Customer Account does not hold sufficient balance in the relevant crypto asset to cover the transfer order. A balance is considered insufficient if the amount to be transferred is not enough to cover the fees as outlined in section 4.2 c). For transfer orders involving multiple Crypto Assets, only those transfers for which sufficient coverage exists will be executed. Tangany will inform the Customer if a transfer order is rejected due to insufficient balance.
- 4.6. Tangany supports only specific blockchains for the transfer of custody assets to External Wallets. If a target wallet is provided that uses a blockchain not supported by Tangany, the transfer will be rejected. In such cases, Tangany will inform the Customer that the blockchain is not supported. An overview of the blockchains supported by Tangany is available at [www.tangany.com/supported\\_blockchains](http://www.tangany.com/supported_blockchains).
- 4.7. The transfer of custody assets to an External Wallet requires successful identification of the External Wallet in accordance with the so-called "Travel Rule." If the exchange of Travel Rule data fails (e.g., "due to a lack of cooperation by the Customer or the absence of integration between the Platform or other involved institution and a Travel Rule data protocol), the transfer to the External Wallet cannot be carried out. In such cases, Tangany will notify the Customer that the transfer cannot be completed due to missing Travel Rule data.

- 4.8. Before executing each transfer to an External Wallet, Tangany verifies the Customer's authorization. The Platform and Tangany also exchange information on irregularities related to the Customer Account, provided that such an agreement exists.
- 4.9. Tangany is only obligated to carry out transfers of the Crypto Assets or cryptographic instruments agreed upon with the Platform (see section 1.4). If a crypto asset or cryptographic instrument is available on multiple blockchains, Tangany will inform the Customer of the specific Distributed Ledger Technology used before executing the transfer.
- 4.10. Once a transaction is completed, the Customer receives a transaction confirmation in the form of a statement that includes the sending wallet address, the receiving wallet address, the unique transaction identifier assigned to the transaction on the blockchain (the "transaction hash"), the transaction date, the transferred amount, the deducted or incurred Network Fees, and the fees charged by Tangany.
- 4.11. Further information on the transfer process can be found at <https://tangany.com/withdrawal>.

## 5. Reception of Custody Objects from an External Wallet

- 5.1. If technically supported by the Platform and agreed between Tangany and the Customer, Tangany receives Custody Objects from an External Wallet on behalf of the Customer. The reception of Custody Objects from an External Wallet is based on an order by the Customer via the Platform to receive the respective Custody Objects.
- 5.2. The reception of Crypto Assets from an External Wallet is subject to the following conditions
  - a) The transfer of the Crypto Asset from the External Wallet must be initiated by the Customer in the case of a self-hosted External Wallet or by the third-party custodian ("Third-Party Custodian") in the case of a third-party managed External Wallet. Tangany only enables the reception into the Wallet or Single Wallet.
  - b) Transfer fees are deducted directly from the amount to be transferred. Tangany has no influence over transfer fees charged to the Customer by third parties (e.g. Third-Party Custodians).
  - c) Any applicable network fees are also deducted directly from the transferred amount and may be subject to fluctuations. Tangany has no control over the amount of these fees.
- 5.3. With regard to the transfer of cryptographic instruments and Private Keys stored in a Single Wallet, clauses 5.2 a), b) and c) apply accordingly.
- 5.4. For technical reasons, a minimum amount may be required for reception, which is individually defined for each supported Crypto Asset. Unless otherwise published on the Platform, the minimum per transaction is EUR 5 in equivalent value. Amounts of Crypto Assets below this minimum will not be credited.
- 5.5. Tangany is entitled to reject the reception from an External Wallet if legal provisions (in particular regulatory or sanctions laws), an order from a competent authority or court prohibits such reception, or if there are indications of money laundering or other unlawful acts in connection with the reception of the Custody Objects or the Custody Objects themselves.
- 5.6. Tangany only supports specific blockchains for receiving Custody Objects from an External Wallet. If a receiving wallet is specified on a blockchain not supported by Tangany, the reception will be rejected. In this case, Tangany will inform the Customer of

the rejection due to the unsupported blockchain. An overview of the blockchains supported by Tangany is available at: [https://tangany.com/supported\\_blockchains](https://tangany.com/supported_blockchains).

- 5.7. The reception of Custody Objects from an External Wallet requires successful identification of the External Wallet (so-called "Travel Rule"). If the exchange of Travel Rule data fails (e.g. due to the Customer's lack of cooperation or a missing connection to a Travel Rule data protocol on the Platform or any other involved institution (e.g. Third-Party Custodian)), reception from the External Wallet is not possible. In such cases, Tangany will inform the Customer with a note regarding the missing Travel Rule data.
- 5.8. Tangany checks the Customer's authorization before each reception from an External Wallet. Additionally, the Platform and Tangany share information with one another in the case of suspicious activity concerning the Customer Account, provided they have separately agreed to do so.
- 5.9. Tangany is only obliged to receive Crypto Assets or cryptographic instruments agreed with the Platform (see clause 1.4). If a Crypto Asset or cryptographic instrument is available on multiple blockchains, Tangany will inform the Customer in advance of the specific Distributed Ledger Technology used for reception.
- 5.10. Upon successful reception, the Customer receives a transaction confirmation as part of a quarterly statement, which includes the sending wallet address, receiving wallet address, unique transaction ID, transaction date, transferred amount, deducted or incurred network fees, and Tangany's fees. Fees deducted by third parties (e.g. Third-Party Custodians) may not be shown.
- 5.11. Further information on the reception process is available at: <https://tangany.com/withdrawal>

## 6. Staking Services

- 6.1. Provided that the Platform technically allows for it and this has been agreed upon between Tangany and the customer, Tangany offers its Customers staking services based on its crypto custody license. This service is voluntary, and Tangany only stakes Crypto Assets that have been expressly authorized by the Customer for this purpose.
- 6.2. "Staking" refers to an on-chain mechanism of a so-called proof-of-stake blockchain, in which a defined amount of Crypto Assets is used to validate blockchain transactions. The Crypto Assets are delegated on the blockchain to a node in the network (a "validator"), without Private Keys for transactions being shared with third parties. This mechanism is intended to secure and decentralize the blockchain. In return for supporting the security of the network, those who delegate their Crypto Assets may receive a protocol-generated reward in the form of the relevant Crypto Assets ("**Staking Rewards**").
- 6.3. The crypto assets supported by staking can be requested from Tangany or the Platform.
- 6.4. Activation and deactivation take place either via the Platform's application or through the access channels defined on the Tangany website. If deactivated or revoked, the Crypto Assets are unstaked promptly, and within the limits of technical feasibility (i.e., the delegation of the Crypto Assets is ended).
- 6.5. For technical reasons, staking requires a minimum amount, which is determined individually for each supported cryptocurrency ("**Minimum Staking Amount**"). The respective Minimum Staking Amounts are displayed on the platform. Cryptocurrency amounts below these Minimum Staking Amounts cannot be staked.
- 6.6. Any costs incurred for the use of staking services are defined in the attached Price and Service Schedule.

- 6.7. Staking Rewards are generated by the underlying protocol and are variable. Rewards are credited to the Customer at specified intervals after deduction of the fees specified in section 6.6.
- 6.8. Using staking services may involve the risk that, in the event of validation errors, attempted manipulation, or other protocol violations, staked Crypto Assets or rewards may be partially forfeited by the network. Tangany shall be liable for any potential losses in the crypto assets held.
- 6.9. With staking services that do not require the locking of crypto assets (commonly referred to as “flexible” or “soft” staking), Customers retain full disposal rights over their crypto assets (e.g., for sale or transfer purposes). In exceptional cases not attributable to Tangany, it may not be possible to access staked Crypto Assets immediately. If there is a high volume of unstaking requests, protocol-specific limitations may cause delays. In such cases, Crypto Assets that are currently staked may not be sold or transferred by the concerned Customers for a certain period of time.

The customer acknowledges and accepts that in exceptional situations (e.g., a significant drop in the market value of a crypto asset), immediate access to their Crypto Assets may not be possible and agrees to accept potential delays in the availability of these assets.

- 6.10. With staking services that require crypto assets to be locked (commonly referred to as “locked” or “fixed” staking), Customers cannot access their crypto assets during the agreed period (“**Staking Period**”). The Staking Period is displayed in advance on the platform. Only after the end of the Staking Period will the crypto assets become fully available to the Customer again.

## 7. Communication Between Customers and Tangany

- 7.1. Unless otherwise stipulated in the contract, communication between the Customer and Tangany takes place primarily via the Platform. The Customer is authenticated by logging into their Customer Account using the login credentials they have set. For any questions, Customers can contact Tangany at any time at [customersupport@tangany.com](mailto:customersupport@tangany.com).

## 8. Fees

- 8.1. The costs and fees for Tangany’s services are set out in the Price and Service Schedule.
- 8.2. Any costs related to internet usage must be paid by the Customer directly to their internet service provider. The same applies to Network Fees, which the Customer is required to pay to the relevant network operators.

## 9. Notification Procedure in the Event of Fraud Suspicion or Security Threats

If there is suspected fraud or a security threat involving the Customer Account or the custody assets, Tangany will inform the Customer via the Platform or through the contact details provided.

## 10. Contract Term and Termination

- 10.1. This contract is concluded for an indefinite period.
- 10.2. Either party may terminate the contract at any time with four (4) weeks’ notice.

- 10.3. The right to extraordinary termination for good cause remains unaffected.
- 10.4. Upon termination of the agreement between the Customer and the platform operator regarding the use of the Platform, the contract with Tangany shall automatically terminate.

## 11. Liability and Indemnification

- 11.1. Tangany is liable to its Customers for any loss of Crypto Assets or means of access to those Crypto Assets resulting from incidents for which Tangany is responsible. Unless such loss was caused intentionally by Tangany, liability is limited to the market value of the lost Crypto Assets at the time of the loss. Incidents not attributable to Tangany include all events where Tangany can demonstrate that the event occurred independently of the relevant service or any other activity performed by Tangany, such as problems inherent to the operation of the distributed ledger, which are beyond Tangany's control.
- 11.2. For all other cases, Tangany is liable to the Customer only in cases of willful misconduct or gross negligence. This limitation does not affect liability for the breach of a contractual duty that is essential for the proper performance of the agreement and on which the Customer may regularly rely (a so-called "cardinal obligation"). In the event of a breach of such a cardinal obligation, Tangany's liability is limited to compensation for foreseeable and typical damages.
- 11.3. Liability for damages arising from injury to life, limb, or health, for guarantees (including guarantees of condition), or under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected by the above limitations and exclusions of liability.
- 11.4. The Customer agrees to indemnify Tangany against all claims asserted by third parties against Tangany as a result of improper, unlawful, or contractually non-compliant use of the Customer account or Tangany's services, where such use is attributable to the Customer. The Customer shall bear the necessary costs of Tangany's legal defense, including all court and legal fees at the statutory rate. In the event of a third-party claim, the Customer is required to promptly, truthfully, and fully provide Tangany with all information necessary for reviewing the claims and mounting a defense.

## 12. Data Protection

Information about data processing and data protection can be found in the Privacy Policy at <https://tangany.com/legal-privacy> and in the enclosed Privacy Notice.

## 13. Right of Withdrawal

If the Customer is a consumer within the meaning of Sec. 13 of the German Civil Code (Bürgerliches Gesetzbuch – "BGB") (i.e. a natural person who enters into the agreement for purposes that are predominantly outside their trade, business or profession), the Customer shall have a right of withdrawal from the agreement in accordance with the following provisions.

### Right of Withdrawal

#### Section 1: Right of Withdrawal

You may withdraw from this agreement **within 14 days without providing any reason by means of a clear declaration**. The withdrawal period begins once the contract has been concluded and **you have received the contractual terms**, including the General Terms

and Conditions, **as well as all information listed in Section 2 below**, on a durable medium (e.g., letter, email).

**To meet the withdrawal deadline, it is sufficient to send the notice of withdrawal in due time**, provided the declaration is made on a durable medium. The withdrawal should be addressed to:

By post: Tangany GmbH, Brienner Str. 53, 80333 Munich, Germany

Email: [customersupport@tangany.com](mailto:customersupport@tangany.com)

Phone: +49 (0)89 9982095-70

## **Section 2: Information required to begin the withdrawal period**

The information referred to in Section 1, sentence 2 includes the following details:

1. the identity of the company, including the public company register in which it is entered and the corresponding registration number or equivalent identifier;
2. the principal business activity of the company and the supervisory authority responsible for its license;
3. the address at which the company can be served legal documents and any other address relevant for the business relationship between the company and the consumer; for legal entities, associations or groups of persons, also the name of the authorized representative;
4. the key features of the financial service and information on how the contract is concluded;
5. the total price of the financial service including all price components and any taxes collected via the company, or, if no precise price can be given, the basis for its calculation to allow the consumer to verify the price;
6. any additional costs and a note on the possibility of other taxes or costs that are not collected or invoiced by the company;
7. details on payment and performance;
8. the existence or non-existence of a right of withdrawal, including the conditions, details on how it can be exercised – especially the name and address of the person to whom the withdrawal should be addressed – and the legal consequences of the withdrawal, including information on any compensation payable by the consumer for services rendered before the withdrawal (based on Sec. 357b BGB);
9. the minimum term of the contract if it relates to an ongoing or regularly recurring service;
10. the termination conditions of the contract, including any termination penalties;
11. the EU Member States whose laws the company bases its consumer relationships on before the contract is concluded;
12. a clause specifying the applicable law and the competent court;
13. the languages in which the contractual terms and the pre-contractual information referred to in this Right of Withdrawal are provided, and the

languages in which the company undertakes, with the consumer's consent, to communicate during the term of the agreement;

14. information on whether the consumer can make use of an out-of-court complaint and redress procedure to which the company is subject, and any relevant access conditions.

### Section 3: Consequences of Withdrawal

If the withdrawal is effective, **both parties must return any benefits received**. You are required to **pay compensation for services rendered** up to the point of withdrawal if you were informed of this legal consequence before submitting your contractual declaration and explicitly agreed that the service may begin before the withdrawal period has expired. If you are required to pay such compensation, this may mean that you are still obligated to fulfil the payment obligations under the contract for the period up to the withdrawal. **Your right of withdrawal expires** prematurely if the contract **has been fully performed by both parties at your express request** before you have exercised your right of withdrawal. Any reimbursement obligations **must be fulfilled within 30 days**. This period begins for you when you send your withdrawal notice, and for us when we receive it.

### Special Note

If you withdraw from this contract, you are no longer bound by any related contract if the related contract concerns a service that is provided by us or by a third party on the basis of an agreement between us and the third party.

### End of Right of Withdrawal

## 14. Complaint and Dispute Resolution Bodies

- 14.1. Customers may submit complaints directly to Tangany via [complaint@tangany.com](mailto:complaint@tangany.com). You may use the complaint form available at <https://tangany.com/complaints>, though use of the form is not mandatory. When submitting a complaint, please specify the platform concerned and describe your complaint in detail in text form (e.g., by email or letter). If using the form, please complete it in full and include the relevant platform. After receiving your complaint, you will receive an acknowledgment and a reference number. If you do not receive confirmation within one week, please contact us again. Once the acknowledgment has been sent, a Tangany representative will get in touch with you by email or phone.
- 14.2. Additionally, you may submit a complaint at any time to the Federal Financial Supervisory Authority (BaFin), Graurheindorfer Straße 108, 53117 Bonn, Fax: +49 (0)228 4108-1550, regarding violations by Tangany in connection with its crypto custody business, the custody and administration of Crypto Assets for clients, and the provision of crypto asset transfer services for clients. The complaint must include a description of the circumstances and the grounds for the complaint. BaFin provides an online complaint form on its website:  
[https://www.bafin.de/DE/Verbraucher/BeschwerdenStreitschlichtung/BeiBaFinbeschwerden/BeiBaFinbeschwerden\\_node.html](https://www.bafin.de/DE/Verbraucher/BeschwerdenStreitschlichtung/BeiBaFinbeschwerden/BeiBaFinbeschwerden_node.html)
- 14.3. Customers may also submit a written complaint, or file a complaint in person, with the Arbitration Board of the Deutsche Bundesbank regarding violations of civil law provisions

related to distance contracts for financial services, the provisions concerning payment service contracts in Sections 675c through 676c BGB, Regulation (EU) 2021/1230, Regulation (EU) No. 260/2012, and Regulation (EU) 2015/751; provisions of ZAG, insofar as they establish obligations of e-money issuers or payment service providers toward their customers; and provisions of the German Payment Accounts Act (*Zahlungskontengesetz*) governing the relationship between a payment service provider and a consumer. Complaints can be sent via email to [schlichtung@bundesbank.de](mailto:schlichtung@bundesbank.de) or by post to Deutsche Bundesbank, - Schlichtungsstelle -, Postfach 10 06 02, 60006 Frankfurt am Main. A complaint form and further information on the procedure are available at: <https://www.bundesbank.de/de/service/schlichtungsstelle>. Tangany is obligated and willing to participate in this process.

- 14.4. In the event of disputes between Tangany and Customers relating to the crypto custody business, Customers may also contact the arbitration board established at BaFin (Referat ZR 4, Graurheindorfer Straße 108, 53117 Bonn, Phone: +49 (0)228 4108-0, Fax: +49 (0)228 4108-62299, Email: [schlichtungsstelle@bafin.de](mailto:schlichtungsstelle@bafin.de), Website: [www.bafin.de](http://www.bafin.de)). Tangany is obligated and willing to participate in this process.
- 14.5. Information on the competent dispute resolution bodies in the respective official languages of the EU Member States can be found on the website of the European FIN-NET network at: <https://finance.ec.europa.eu/consumer-finance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net>
- 14.6. The right of the parties to bring disputes before the competent courts remains unaffected.

## 15. Information on Security Systems and Custody Strategy

- 15.1. Information on the security systems used by Tangany and Tangany's custody strategy is available in the contractual document "Information on Security Systems and Custody Strategy." Upon request, Tangany will provide Customers with a summary of the custody strategy in electronic form.
- 15.2. The Crypto Assets and cryptographic instruments held in custody by Tangany are not covered by any deposit guarantee or equivalent scheme.

## 16. Amendments to the GTC

- 16.1. Amendments to the GTC will be offered to the Customer in text form (e.g., via email, through the Platform, or via another durable medium) no later than four weeks before the proposed effective date. Amendments will become effective once accepted by the Customer. There is no obligation to accept the offer.
- 16.2. For amendments to the GTC that
  - implement changes in the law (in particular with respect to MiCAR),
  - directly reflect changes in case law, supervisory practice of competent authorities, or binding rulings by such authorities, or
  - involve purely linguistic adjustments or updates to Tangany's information (e.g., change of address),

the Customer's consent will be deemed granted unless they object to the changes before the proposed effective date. Tangany will specifically inform the Customer of this deemed consent in the offer. If changes subject to deemed consent are proposed, the Customer may terminate the agreement without notice and free of charge before the proposed

effective date. Tangany will also inform the Customer of this right of termination in the offer.

16.3. All other amendments will only become effective with the Customer's express consent.

16.4. By way of exception, the Customer's express consent is required for amendments that

- affect the primary services (e.g., fees),
- are equivalent to entering into a new contract,
- would alter the agreed balance of performance and consideration to the detriment of the Customer, or
- would change the fundamental nature of the contract.

## 17. Miscellaneous

17.1. The laws of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Consumers may rely on more favorable provisions of their home jurisdiction.

17.2. If the Customer is a merchant (Kaufmann) or a legal entity under public law, the exclusive place of jurisdiction for disputes arising from the contract shall be Tangany's registered office. Consumers may bring proceedings before the court with jurisdiction for their place of residence or at Tangany's registered office. In all other cases, the place of jurisdiction shall be determined in accordance with applicable statutory provisions.

17.3. Customers may download and save the current version of these GTC via the Platform.

17.4. The contract languages are German and English. Additional language versions are made available on the website for informational purposes only. In the event of discrepancies, the German version of the contract shall prevail.

17.5. If any provision of the contract is or becomes wholly or partially invalid, unenforceable, or impracticable, the validity and enforceability of the remaining provisions shall remain unaffected. The invalid, unlawful, unenforceable, and/or impracticable provision shall be replaced by a valid, lawful, and enforceable provision that most closely reflects the spirit and economic purpose of the contract and the original intent of the parties.

## Special Terms and Conditions for E-Money Tokens

### 1. Scope and General Provisions

- 1.1. These Special Terms and Conditions for E-Money Tokens (**"Special Terms"**) apply to the crypto custody and crypto transfer services provided by Tangany GmbH (**"Tangany"**) in connection with e-money tokens pursuant to Article 3(1) no. 7 MiCAR (**"EMT"**) and supplement the GTC.
- 1.2. The definitions used in the Special Terms have the same meaning as in the GTC, unless otherwise specified in the Special Terms.
- 1.3. In the event of any conflict, the provisions of the Special Terms shall prevail over the provisions of the GTC.
- 1.4. The services covered by the Special Terms are available only if the platform provides technical and operational support for them.

### 2. Transfer of EMTs to an External Wallet

- 2.1. No specific Customer identifier needs to be provided for a transfer order, apart from the wallet address.
- 2.2. The Customer authorises the transfer order by authenticating themselves via the procedure agreed with the Platform. This authorisation also constitutes the Customer's express consent for Tangany to retrieve (from its database), process, transmit and store the Customer's personal data necessary for the execution of the transfer.
- 2.3. Authentication elements are
  - knowledge, i.e. something only the Customer knows (e.g. personal identification number (PIN),
  - possession, i.e. something only the Customer possesses (e.g. a device for generating or receiving one-time passwords (OTPs)), or
  - Inherent, i.e. something that the Customer is (inherent factor, e.g. a fingerprint as a biometric characteristic of the Customer).
- 2.4. The Customer is authenticated by providing Tangany with the knowledge element, the possession element and/or the biometric element in accordance with the Platform's requirements.
- 2.5. At the Customer's request, Tangany shall, prior to executing the transfer, provide the maximum execution time for that transfer, as well as the fees for that transfer and, where applicable, a breakdown thereof.
- 2.6. The transfer order takes effect upon receipt by Tangany. This also applies if the transfer order is placed via the Platform. If the time of receipt of the transfer order does not fall on a Business day of Tangany, the transfer order shall be deemed to have been received on the following Business Day. If the transfer order is received after the cut-off time specified in section 3 of the Special Terms, the transfer order shall, for the purposes of determining the execution time, be deemed to have been received on the following Business Day.
- 2.7. Until the transfer order is received, the Customer may revoke it by notifying Tangany. Once the transfer order has been received, revocation is no longer possible.
- 2.8. Tangany shall execute the transfer order if the information required for execution is available in the agreed manner, the transfer order has been authorised by the Customer and there are sufficient funds in the Customer's wallet to execute the transfer (conditions of execution). Furthermore, any agreed spending limit must be observed.

2.9. In all other respects, section 4 of the GTC applies accordingly.

### 3. Business Days, time of acceptance and execution deadlines

3.1. Tangany's Business Days for the execution of transfers of EMTs to External Wallets are working days, with the exception of the following days:

- Saturdays
- 1 January
- 6 January – Epiphany
- Good Friday
- Easter Monday
- 1 May
- Ascension Day
- Whit Monday
- Corpus Christi
- 15 August – Assumption of Mary
- 3 October
- 1 November – All Saints' Day
- 24 December
- 25 December
- 26 December
- 31 December

3.2. The cut-off times for submitting transfer orders for EMTs and the execution deadlines for the transfer of EMTs are:

Type of transfer order	Receipt of order by Tangany	Booking date at Tangany	Value date / processing time at Tangany*
Outgoing transfer to an External Wallet	T before 15:30	T+2	T+4
Incoming transfer from an External Wallet	T before 15:30	T+2	T+4

\*The value date corresponds to the agreed delivery date. All orders received after these times or on non-business days will be processed on the next Business Day.

### 4. Reporting unauthorised or incorrectly executed transfers

4.1. The Customer must notify Tangany immediately upon discovering an unauthorised or incorrectly executed transfer order.

## 5. Access to the Customer Account

- 5.1. Access to the Customer Account requires authentication in accordance with section 2.2 and 2.3 of the Special Terms.
- 5.2. The Customer must take all reasonable precautions to protect their authentication details from unauthorised access. Otherwise, there is a risk that the Customer Account may be misused or otherwise used without authorisation.

## 6. Customer's duties to report and inform

- 6.1. If the Customer discovers the loss or theft of a possession element used for authentication (e.g. mobile device) or the misuse or other unauthorised use of an authentication element, the Customer must notify Tangany of this immediately ("**Block Notification**"). The Customer may also submit such a Block Notification at any time via the communication channels specified in section 7 of the GTC.

## 7. Blocking of the Customer Account

- 7.1. Tangany shall, at the Customer's request, in particular in the event of a Block Notification, block access to the Customer account or its authentication elements for the use of the Customer Account.

## 8. Liability

### 8.1. Liability in the event of an unauthorised transfer

In the event of an unauthorised transfer, Tangany shall immediately reimburse the Customer for the transfer amount and, if the Wallet or Single Wallet has already been debited, restore the Wallet or Single Wallet to the state it would have been in had it not been debited by the unauthorised transfer. This obligation must be fulfilled immediately, but no later than the end of the Business Day following the day on which Tangany was notified that the transfer was unauthorised, or on which Tangany otherwise became aware of this. If Tangany has notified a competent authority in writing of reasonable grounds for suspecting fraudulent conduct on the part of the Customer, Tangany must immediately review and fulfil its obligation under the second sentence if the suspicion of fraud is not confirmed.

### 8.2. Liability in the event of non-execution or incorrect execution of an authorised transfer order

- a) In the event of a failure to execute or an incorrect execution of an authorised transfer order, the Customer may demand that Tangany immediately and in full refund the transfer amount to the extent that the transfer was not executed or was incorrect. If the amount has been debited from the Wallet or Single Wallet, Tangany shall restore it to the level it would have been at had the transfer order not been executed or had it been executed incorrectly. Insofar as fees have been deducted from the transfer amount by Tangany or intermediary parties, Tangany shall immediately transfer the deducted amount to the recipient.
- b) In addition to section 8.2.1 of the Special Terms, the Customer may demand that Tangany reimburse any fees and interest to the extent that these were charged to the Customer or debited from the Wallet or Single Wallet in connection with the non-execution or incorrect execution of the transfer.

- c) In the event of a delay in the execution of an authorised transfer order, the Customer may require Tangany to demand that the recipient's payment service provider credit the transfer amount as if the transfer had been executed correctly. If Tangany proves that the transfer amount was received by the recipient's payment service provider in good time, this obligation shall lapse. The obligation under the first sentence does not apply if the Customer is not a consumer.
- d) If the transfer was not executed or was executed incorrectly, Tangany shall, at the Customer's request, investigate the transfer and inform the Customer of the outcome.

### 8.3. Compensation for breach of duty

In the event of non-execution, incorrect execution or delayed execution of an authorised transfer order, or in the event of an unauthorised transfer, the Customer may claim compensation from Tangany for any loss not already covered by section 8.1 or 8.2 of the Special Terms. This shall not apply if Tangany is not at fault for the breach of duty. In this regard, Tangany shall be liable for any fault attributable to an intermediary to the same extent as for its own fault, unless the primary cause lies with an intermediary specified by the Customer. If the Customer has contributed to the occurrence of damage through culpable conduct, the extent to which Tangany and the Customer are to bear the damage shall be determined in accordance with the principles of contributory negligence.

### 8.4. Limit on liability

Liability under section 8.3 of the Special Terms is limited to EUR 12,500. This limit of liability does not apply to

- unauthorised transfers,
- cases of wilful misconduct or gross negligence on the part of Tangany,
- risks which Tangany has specifically assumed, and
- for loss of interest where the Customer is a consumer.

### 8.5. Special provision for parts of the transfer carried out outside the EEA

With regard to those parts of the transfer carried out outside the EEA, notwithstanding the claims set out in section 8.2 and 8.3 of the Special Terms, in the event of an authorised transfer that has not been executed, has been executed incorrectly or has been executed late, and in addition to any claims for restitution under Section 667 of the German Civil Code ("**BGB**") and Sections 812 et seq. BGB, only claims for damages shall apply in accordance with the following provisions:

- Tangany shall be liable for its own negligence. If the Customer has contributed to the occurrence of damage through culpable conduct, the extent to which Tangany and the Customer are to bear the damage shall be determined in accordance with the principles of contributory negligence.
- Tangany shall not be liable for the fault of any intermediaries engaged by Tangany. In such cases, Tangany's liability is limited to the careful selection and instruction of the first intermediary (forwarded order).
- Tangany's liability is limited to a maximum of EUR 12,500 per transfer. This limitation of liability does not apply to intent or gross negligence on the part of Tangany, nor to risks which Tangany has specifically assumed.

### 8.6. Claims by Customers who are not consumers

Notwithstanding the claims set out in section 8.2 and 8.3 of the Special Terms, Customers who are not consumers shall, in the event of a failed, incorrectly or belatedly executed

authorised transfer or an unauthorised transfer, have no claims for restitution under Section 667 BGB and Sections 812 et seq. BGB, but shall only have claims for damages in accordance with the following provisions:

- Tangany is liable for its own negligence. If the Customer has contributed to the occurrence of damage through culpable conduct, the extent to which Tangany and the Customer are to bear the damage shall be determined in accordance with the principles of contributory negligence.
- Tangany shall not be liable for the fault of any intermediaries engaged by Tangany. In such cases, Tangany's liability is limited to the careful selection and instruction of the first intermediary (forwarded order).
- The Customer's claim for damages is limited in amount to the transfer sum plus the fees and interest charged by Tangany. Insofar as this concerns claims for consequential damages, the claim is limited to a maximum of EUR 12,500 per transfer. These limitations of liability do not apply to intent or gross negligence on the part of Tangany, to risks which Tangany has specifically assumed, or to unauthorised transfers.

#### 8.7. Exclusion of Liability and Defences

8.7.1. Tangany's liability under section 8.2 to 8.6 of the Special Terms is excluded in the following cases:

- Tangany proves to the Customer that the transfer amount was received by the recipient's payment service provider in full and on time.
- The transfer was executed in accordance with the incorrect Customer identifier provided by the Customer – provided that a Customer identifier was required – for the recipient. In this case, however, the Customer may require Tangany to make every effort within its means to recover the transfer amount. If it is not possible to recover the transfer amount, Tangany is obliged, upon written request, to provide the Customer with all available information so that the Customer can assert a claim for reimbursement of the transfer amount against the actual recipient of the transfer. Tangany is entitled to charge a fee for the activities carried out by Tangany in accordance with the second and third sentences of this point, provided this has been agreed.

8.7.2. Claims by the Customer under section 8.1 to 8.6 of the Special Terms and objections by the Customer against Tangany on the grounds of transfer orders not executed or executed incorrectly, or on the grounds of unauthorised transfers, are excluded if the Customer has not notified Tangany of this no later than 13 months after the date of debiting in the case of an unauthorised or incorrectly executed transfer. The period shall commence only if Tangany has notified the Customer of the transfer debit in accordance with the agreed method no later than one month after the debit was posted; otherwise, the date of notification shall be decisive for the commencement of the period.

8.7.3. Claims by the Customer are excluded if the circumstances giving rise to a claim

- are based on an unusual and unforeseeable event over which Tangany has no influence, and the consequences of which could not have been avoided despite the exercise of due care, or
- were caused by Tangany as a result of a legal obligation.

#### 8.8. Customer liability in the event of misuse of their authentication elements

8.8.1. Customer liability for unauthorised transfers prior to notification of the block

- a) If unauthorised transfers occur prior to the Block Notification and the Customer has acted with fraudulent intent or has breached their duties of care and notification intentionally or through gross negligence, the Customer shall bear the full extent of the resulting damage. Gross negligence may be deemed to exist in particular if the Customer has breached their duty of care under section 5.2 of the Special Terms.
- b) Notwithstanding section 8.8.1 of the Special Terms, the Customer shall not be liable for damages if Tangany has not required the Customer to provide strong customer authentication within the meaning of Section 1(24) of the German Payment Services Supervision Act (“ZAG”). Strong customer authentication requires, in particular, the use of two independent authentication elements from the categories of knowledge, possession or biometrics.
- c) Liability for damages caused within the period for which the spending limit applies is limited in each case to the agreed spending limit.
- d) The Customer is not liable for damages under section 8.8.1.1 of the Special Terms if the Customer was unable to submit the Block Notification because Tangany had not ensured the means to receive the Block Notification.
- e) Section 8.8.1.1 to 8.8.1.4 of the Special Terms shall not apply if the Customer has acted with fraudulent intent.

#### 8.8.2. Liability from the moment the suspension notice is submitted

As soon as Tangany has received a report of a blocked account from the Customer, Tangany shall be liable for any losses arising from unauthorised transfers initiated via the Customer’s account thereafter. This does not apply if the Customer has acted with fraudulent intent.

#### 8.8.3. Disclaimer

Liability claims are excluded if the circumstances giving rise to a claim are based on an unusual and unforeseeable event over which the party invoking that event has no influence, and the consequences of which could not have been avoided by that party despite the exercise of due care.

#### 8.9. Tangny’s liability in connection with the custody of EMT

Tangany’s liability in connection with the custody of EMT is governed by section 11 of the GTC.

### 9. **Withdrawal Policy**

Provided that the Customer is a consumer within the meaning of section 13 BGB (i.e. a natural person who enters into the agreement for purposes that are predominantly neither commercial nor related to their self-employed professional activity), the Customer is entitled to a right of withdrawal in respect of the agreement in accordance with the following provisions.

#### **Withdrawal Policy**

##### **Section 1**

##### **Right of Withdrawal**

You may **withdraw from** the contract **within 14 days without giving any reason by means of a clear statement**. The period begins after the contract has been concluded and after you **have received** the terms of the contract, including the General Terms and

Conditions, as well as **all the information listed below in Section 2**, on a durable medium (e.g. letter, fax, email). **To meet the withdrawal deadline, it is sufficient to send the withdrawal notice in good time**, provided the notice is given on a durable medium. The withdrawal notice should be sent to:

By post: Tangany GmbH, Brienner Str. 53, 80333 Munich, Germany

Email: Customersupport@tangany.com

Telephone: +49 (0)89 9982095-70

## **Section 2**

### **Information required for the start of the withdrawal period**

The information referred to in Section 1, sentence 2, comprises the following details:

#### **General information:**

1. the identity of the company; the public register in which the legal entity is registered and the relevant registration number or equivalent identifier must also be provided;
2. the company's main business activity and the supervisory authority responsible for its authorisation;
3. the business address of the company and any other address relevant to the business relationship between the company and the consumer; in the case of legal entities, associations of persons or groups of persons, also the name of the authorised representative; email address relevant for communication with the payment service provider;
4. the main features of the financial service and information on how the contract is concluded;
5. the total price of the financial service, including all associated price components, as well as all taxes paid via the company or, if an exact price cannot be stated, the basis for its calculation, which enables the consumer to verify the price;
6. any additional costs that may be incurred, as well as a reference to any further taxes or costs that are not collected or invoiced by the company;
7. details regarding payment and performance;
8. the existence or on-existence of a right of withdrawal, as well as the conditions and details of its exercise, in particular the name and address of the person to whom the withdrawal must be notified, and the legal consequences of withdrawal, including information on the amount the consumer must pay for the service provided in the event of withdrawal, provided that they are obliged to pay compensation for the value (relevant provision: Section 357b of the Civil Code);
9. the minimum duration of the contract, if it involves a continuous or regularly recurring service;
10. the contractual termination conditions, including any contractual penalties;

11. the Member States of the European Union whose law the company relies on when entering into relations with the consumer prior to the conclusion of the contract;
12. a contractual clause specifying the law applicable to the contract or the competent court;
13. the languages in which the contractual terms and the pre-contractual information referred to in this withdrawal policy are provided, as well as the languages in which the company undertakes, with the consumer's consent, to conduct communications during the term of this contract;
14. an indication of whether the consumer may use an out-of-court complaint and redress procedure to which the company is subject, and, where applicable, the conditions for access to it.

**Information on the provision of payment services:**

15. on the use of the payment service
  - a) a description of the main features of the payment service to be provided;
  - b) information on Customer identifiers necessary for the proper initiation or execution of a payment order;
  - c) the manner in which consent is given to initiate a payment order or to execute a payment transaction, and the manner in which a payment order is revoked (underlying provisions: Sections 675j and 675p of the German Civil Code);
  - d) the point in time from which a payment order is deemed to have been received (relevant provision: Section 675n(1) of the German Civil Code);
  - e) a time determined by the payment service provider close to the end of a business day, upon the expiry of which a payment order from the consumer received after that time is deemed to have been received on the following business day (underlying provision: Section 675n(1), third sentence, of the German Civil Code);
  - f) the maximum execution time for the payment services to be provided;
  - g) a reference to the possibility of agreeing on spending limits for the use of a payment instrument (such as a payment card) (underlying provision: Section 675k(1) of the German Civil Code);
16. on fees, interest and exchange rates
  - a) all fees that the consumer is required to pay to the payment service provider, including those that depend on how and how often the required information is to be provided;
  - b) a breakdown of these fees;
17. on communication
  - a) the means of communication agreed upon for the transmission of information and notification obligations, including the technical requirements for the consumer's equipment and software;
  - b) details of how and how often the information to be provided by the payment service provider before and during the contractual relationship,

prior to the execution of payment transactions and in relation to individual payment transactions is to be communicated or made available;

- c) the language or languages in which the contract is to be concluded and in which communication is to take place for the duration of the contractual relationship;
- d) a reference to the consumer's right, at any time during the term of the contract, to request that the terms and conditions of the contract and the pre-contractual information referred to in this cancellation policy regarding the provision of payment services be provided on paper or on another durable medium;

18. on protective and remedial measures

- a) a description of how the consumer should keep a payment instrument safe and how they should fulfil their obligation to the payment service provider or a body designated by it to report the loss, theft, misuse or other unauthorised use of a payment instrument immediately after becoming aware of it (underlying provision: Section 675l(1), second sentence, of the German Civil Code);
- b) a description of the secure procedure for the payment service provider to inform the consumer in the event of suspected or actual fraud or security risks;
- c) the conditions under which the payment service provider reserves the right to block a payment instrument under the Civil Code (underlying provision: Section 675k(2) of the German Civil Code);
- d) information on the consumer's liability in the event of loss, theft, misplacement or other unauthorised use of the payment instrument, including details of the maximum amount (underlying provision: Section 675v of the German Civil Code);
- e) Information on the payment service provider's liability in the event of unauthorised payment transactions (underlying provision: Section 675u of the German Civil Code);
- f) Details of how and within what time limit the consumer must notify the payment service provider of unauthorised or incorrectly initiated or executed payment transactions (underlying provision: Section 676b of the German Civil Code);
- g) Information on the payment service provider's liability in the event of non-execution, incorrect execution or delayed execution of payment transactions, as well as information on its obligation to investigate, upon request, the non-executed or incorrectly executed payment transaction (underlying provision: Section 675y of the German Civil Code);
- h) the conditions for the consumer's right to a refund in the event of an authorised payment transaction initiated by or via the payee (for example, in the case of SEPA direct debits) (underlying provision: Section 675x of the German Civil Code);

19. regarding changes to the terms and conditions and termination of the framework payment service contract

- a) the agreement that the consumer's consent to an amendment to the terms and conditions of the contract shall be deemed to have been given if the

consumer has not notified the payment service provider of their objection before the date on which the amended terms and conditions are due to come into force (underlying provision: Section 675g of the German Civil Code);

- b) the term of the framework payment service contract;
- c) a reference to the consumer's right to terminate the contract;
- d) where applicable, a reference to the following agreements relating to termination:
  - i) an agreement on a notice period for the consumer's right to terminate the contract, which may not exceed one month (underlying provision: Section 675h(1) of the German Civil Code),
  - ii) the agreement of a right of termination for the payment service provider subject to a notice period of at least two months, which presupposes that the contract has been concluded for an indefinite period (underlying provision: Section 675h(2) of the German Civil Code),
  - iii) the consumer's right to terminate the contract without notice before a change to the contract proposed by the payment service provider takes effect, where the consumer's consent to the change would be deemed to have been given following an agreement in the contract in the absence of an express objection, provided that the payment service provider has informed the consumer of the consequences of their silence and of their right of termination (underlying provision: Section 675g(2) of the German Civil Code);

20. the contractual clauses concerning the law applicable to the framework payment service contract or the competent court;

21. a reference to the complaint procedures available to the consumer in respect of alleged breaches by the payment service provider of its obligations (relevant provisions: Sections 60 to 62 of the German Payment Services Supervision Act) and to the out-of-court redress procedures available to consumers (relevant provision: Section 14 of the German Injunction Act).

### Section 3

#### Consequences of Withdrawal

In the event of a valid withdrawal, **the services received by both parties must be returned**. You are obliged **to pay compensation** for the service provided up to the point of withdrawal if you were informed of this legal consequence before submitting your declaration of contract and expressly agreed that performance of the consideration could commence before the end of the withdrawal period. If there is an obligation to pay compensation for lost value, this may mean that you must nevertheless fulfil the contractual payment obligations for the period up to the withdrawal. **Your right of withdrawal expires** prematurely if the contract **has been fully performed by both parties at your express request** before you have exercised your right of withdrawal. **Obligations to refund payments must be fulfilled within 30 days**. This period begins for you upon dispatch of your notice of withdrawal, and for us upon receipt thereof.

**Special notes**

If you withdraw from this contract, you are also no longer bound by any contract related to this contract if the related contract concerns a service provided by us or a third party on the basis of an agreement between us and the third party.

**End of the Withdrawal Policy**