

# BTC SAVING PLAN TERMS AND CONDITIONS ON THE COINGARAGE PLATFORM

These Terms and Conditions apply to the BTC Saving Plan service on the Coingarage platform, which is available through the website located at <https://coingarage.io> and the Coingarage mobile app, and these Terms and Conditions constitute separate terms and conditions governing the obligations arising from the provision of the BTC Saving Plan service, over and above the General Terms and Conditions or deviating from the General Terms and Conditions ("**BTC Saving Plan Terms**"). These BTC Saving Plan Terms and, to the extent not covered by the BTC Saving Plan Terms, the General Terms and Conditions shall apply to the obligations arising from the provision of the BTC Saving Plan service. In the event of a conflict between the General Terms and Conditions and the BTC Saving Plan Terms, the BTC Saving Plan Terms shall prevail.

The operator of the Coingarage platform and service provider is Coingarage s.r.o.

Capitalized abbreviations and terms used in these BTC Saving Plan Terms have the meanings specified in the General Terms and Conditions or in the body of the BTC Saving Plan Terms. The introduction of an abbreviation or specification of a term is typically indicated in the body of the BTC Saving Plan Terms by the words "hereafter only" or "hereafter also" in parentheses.

## 1. BTC Saving Plan service

- 1.1 Subject of the BTC Saving Plan Terms. These BTC Saving Plan Terms govern the legal relationship arising from the obligations between us as the operator of the Platform and the provider of the BTC Saving Plan service and you as the user of the Platform and recipient of the BTC Saving Plan service.
- 1.2 Characteristics of the BTC Saving Plan. The BTC Saving Plan service allows users to set up regular and extra conditional purchases of cryptoassets through the Platform (hereinafter also referred to as the "**BTC Saving Plan**") under the conditions specified below. The preset orders will be executed as spot trades on the Platform on a regular basis at specified intervals or when specified conditions are met. Trading on the spot market is governed by the Terms of the SPOT market on the Coingarage Platform, which are available via the Website or the Platform.

## 2. BTC Saving Plan Terms of Service

- 2.1 Sub Account. To access the BTC Saving Plan, you must first create a Sub Account, i.e. a sub-account within your account. To create a Sub Account, you must be a fully authenticated user of the Platform, i.e. you must pass the KYC process. Only the funds in the Sub Account are used to provide the BTC Saving Plan service.
- 2.2 Setting up and establishing the BTC Saving Plan. When setting up the BTC Saving Plan, you set up the relevant service parameters by filling in the form via the Platform user interface. Once the form is submitted, the service is bindingly set up.
- 2.3 Regular purchases of cryptoassets. After setting up the BTC Saving Plan service, the Platform automatically makes regular spot purchases of cryptoassets in the selected pair and in the volume specified in the service settings. The purchases are always made on a specific day of the respective calendar month specified when the service is set up. The Operator reserves the right to change this date unilaterally.

- 2.4 Extra conditional purchases of cryptoassets. When you set up the BTC Saving Plan, you can optionally set up the additional extra conditional purchases of cryptoassets. Extra conditional purchases of cryptoassets are automatically made in the same pair as the BTC Saving Plan is set up and in the set amount when the set conditions are met. Each of the specified extra conditional purchases will be made no more than once per calendar month.
- 2.5 Execution of the purchases. Purchases of cryptoassets under the BTC Saving Plan are always executed in the form of a market order for spot purchase of the relevant cryptoasset in the specified amount of funds, which is automatically generated on a regular date or when the specified conditions are met. The purchase of cryptoassets is made at current market conditions regardless of the specific price level of the specified pair. Execution of orders is subject to fees as per the General Terms and Conditions of the Platform and Terms of the SPOT market on the Coingage Platform. In the event that there are insufficient funds in the Sub Account to execute the entire trade according to the service settings, the order to execute the relevant trade will not be generated or executed at all. The order shall be generated without undue delay after the given conditions have been met, but the Operator shall be entitled to choose the specific moment of execution of the trade at its sole discretion. The Operator reserves the right, at its sole discretion, not to execute orders and to cancel orders if execution would result in an unreasonable change in market conditions or in other cases where market conditions are not suitable for execution.
- 2.6 Duration of service. The BTC Saving Plan is always set up for a fixed period of time according to the service settings. After this period, the service is terminated. The Operator reserves the right to set a minimum duration of the service from the time of its establishment. The parameters of the service cannot be changed during its duration.
- 2.7 BTC Saving Plan set-up fee. There is a one-time fee for setting up the service, which is payable in the current amount at the time of setting up the service. The fee is payable for each time the BTC Saving Plan is created.
- 2.8 Initial balance of Sub Account. As a condition for setting up the BTC Saving Plan, you must deposit the appropriate amount of funds into the BTC Saving Plan Sub Account. The amount of funds corresponds to the sum of the service set-up fee and the volume of all set regular and extra conditional trades for one calendar month. If the appropriate amount of funds is not available in the Sub Account when the service is set up, the service will not be set up.
- 2.9 Cancellation of the BTC Saving Plan. You can cancel the BTC Saving Plan at any time. In this case, the relevant Sub Account will be cancelled and the funds held in it will be transferred to your standard account. In the event of cancellation, you are not entitled to a refund of the set-up fee.

### **3. Risks and warnings associated with the BTC Saving Plan**

- 3.1 Automated command entry. The BTC Saving Plan service generates and enters orders for spot trading completely automatically based on the parameters you set without any further confirmation from you.
- 3.2 Suitability of the chosen parameters. You should carefully consider the choice of the BTC Saving Plan parameters, including the parameters of the extra conditional cryptoasset purchases. Inappropriately chosen service parameters may lead to losses.

- 3.3 No guarantee of profit. There is no universally functional strategy that generates profit in all circumstances. Using the BTC Saving Plan does not guarantee a profit and may result in a loss.
- 3.4 Immutability of parameters. The BTC Saving Plan parameters can only be set before the service is set up and cannot be changed during the term of the service.
- 3.5 Ongoing reassessment of service uptake. Monitor the market, continuously evaluate the suitability of further use of the BTC Saving Plan service and cancel it if it no longer meets your requirements. If you do not cancel the service, it will continue to generate trade orders even when the selected parameters may no longer be appropriate, which may result in a loss.
- 3.6 Past profits do not guarantee future profits. The fact that using the BTC Saving Plan has resulted in a profit in the past does not mean that using it again will result in a profit.
- 3.7 Insufficient balance in Sub Account. If there is insufficient balance in the Sub Account to execute the relevant trades, the relevant order will not be generated and executed, which may result in a loss or prevent the realization of profit. It is the user's responsibility to maintain a sufficient balance in the Sub Account. The Operator shall not be liable for any damages incurred in this regard.
- 3.8 Set-up fee and fees for individual trades. The establishment of the BTC Saving Plan is subject to a one-time set-up fee. In addition to the service set-up fee, individual trades executed under the service are subject to separate execution fees according to the current Terms of the SPOT market on the Coingarage Platform at the time of trade execution.

#### **4. Final provisions**

- 4.1 Withdrawal from the contract within 14 days. In the European Union, consumers have the right to withdraw from online contracts within 14 days of the conclusion of the contract. However, this right is limited in the case of this contractual relationship. The services are made available at your request immediately after the BTC Saving Plan has been set up. In the event of withdrawal within 14 days, the service will be terminated and the set-up fee refunded, but any transactions made prior to withdrawal are final and cannot be withdrawn as the service provided is subject to market fluctuations independent of the provider's will.
- 4.2 Language version. These BTC Saving Plan Terms are written in both English and Czech versions. Any translations into other languages are for informational and non-binding purposes only.
- 4.3 Separability. If individual provisions of these BTC Saving Plan Terms become invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining provisions shall not be affected.

**These BTC Saving Plan Terms are effective as of 1.9.2024**