

TERMS AND CONDITIONS

(updated version as of 09/27/2023)

BIM FINANCE is a mission company, with capital of €200,000, with identification number 953 772 050 RCS Lyon and CE VAT identifier: FR74953772050, whose head office is 12 RUE DE LA PART DIEU 69003 LYON 3EME.

BIM FINANCE allows a clientele made up of Consumers and legal entities (the “Clients”) to access Services (as this term is defined below) relating to Crypto-assets. BIM FINANCE allows its clients to carry out the Services through its Website, its Mobile Application and/or through a Customer Representative.

1. Warning on risk factors

Access to a Client's BIM FINANCE Account is secured by default by an email address (e-mail) and a password chosen by the Client. Please note that the Customer must choose a complex password that is different from the passwords for its messaging and other services to which it protects access.

BIM FINANCE cannot under any circumstances be held responsible for all consequences of any nature whatsoever, resulting from loss, theft, misappropriation/hack, usurpation, fraud, unavailability of access to the Client's email address linked to their BIM FINANCE Account, their IT resources, their telephone or 2FA applications, the security of their password, their identity documents and proof of address or origin of the funds, which are all under its responsibility.

Crypto-assets and the technologies on which they are based are innovative and relatively recent. Whatever their uses (investment value, exchange value, representation of a right, etc.), Crypto-assets and their use carry several risks, including without this list being exhaustive: the risk market, liquidity, volatility, total loss of funds in the event of a handling error or loss of the private key.

Investing in Crypto-assets is therefore not suitable for all Clients. It is up to Clients to inform themselves about the different Crypto-assets, the underlying technologies, and to understand what a Wallet is (as this term is defined below), to know how to handle and in particular how to make deposits and withdrawals of Crypto-assets. BIM FINANCE makes available free of charge on its Website and updates educational content, research notes and white papers written by its teams in order to support its Clients. The Blog and In-Depth sections of the Website provide answers to a large number of questions.

BIM FINANCE cannot under any circumstances be held responsible for damage caused by a Wallet address error attributable to the Client.

On its Website, its Mobile Application and its various media, BIM FINANCE may indicate the past performance of the valuation of a given Crypto-asset (in particular its Price as this term is defined below). BIM FINANCE reminds its Clients that past performance is no guarantee of future performance, that the Prices of Crypto-assets are particularly volatile (as an indication, they can vary by more than + or – 20% in one day) and that As a general rule, there is no high performance without high risk.

2. Definitions

Purchase of Crypto-assets, Purchase, Purchase order: acquisition by a Client of a quantity of Crypto-asset sold by BIM FINANCE against payment in euros by a means of payment accepted on the Website or the Mobile Application.

Airdrop: designates the free distribution under conditions of Crypto-assets.

BIM FINANCE Application and/or Mobile Application means the BIM FINANCE software application published and provided by BIM FINANCE, giving access to the services as defined below, and which is available free of charge in the Apple “App Store” and the “Google Play Store” from Google to be downloaded by the Customer on their Apple iOS and Android terminal. The Customer will need their own mobile phone equipped with internet access and a recent operating system. The Customer is required to install the latest software version of the Application on his mobile phone.

Notice of operation : document sent by a Customer Service Representative for electronic signature by the Customer in connection with the performance of certain Services. Sending this document constitutes proof of the execution of the Service in question.

Account Manager : Operator supporting Clients in carrying out Services and providing advice on the Crypto-assets market. Customer Service Representatives, specially trained and identified as such, can intervene remotely (email, telephone or internet video system) after having identified the Customer or in the presence of the Customer.

Compensation of a Purchase Amount: BIM FINANCE calculates the quantity of Crypto-asset to be received by the Customer during a Purchase by dividing the Purchase Amount expressed in euros by the Price of the Crypto-asset set by BIM FINANCE at the time of validation of the Purchase by the customer.

Compensation for a Sale: BIM FINANCE calculates the amount paid to the Client during a Sale by multiplying the given quantity of the Client's Crypto-asset available as part of the Sale by a Price of the Crypto-asset set by BIM FINANCE at the time of validation of the Sale , from which the Transaction Fees linked to the Sale are deducted.

Special conditions : The various notices and stipulations specifying all the contractual characteristics specific to the BIM FINANCE T&Cs are considered as Special Conditions. The Special Conditions add to or modify the T&Cs with the aim of adapting them to the

particular case of a Customer and/or a Service. The Special Conditions proposed by BIM FINANCE may be specified in a specific document or contract signed by the Client or on any durable medium offered by BIM FINANCE (including electronic signature system) and validated by the Client who accepts them.

Crypto-asset or Crypto-currency or Digital Asset: is a digital representation of values or rights that can be transferred and stored electronically, using blockchain or similar technology. Digital assets are legally defined as:

- The tokens mentioned in article L. 552-2 of the Monetary and Financial Code, excluding those fulfilling the characteristics of the financial instruments mentioned in article L. 211-1 and the cash vouchers mentioned in article L. 223-1;
- Any digital representation of a value which is not issued or guaranteed by a central bank or public authority, which is not necessarily attached to a legal tender currency and which does not have the legal status of a currency, but which is accepted by natural or legal persons as a medium of exchange and which can be transferred, stored or exchanged electronically.

It is specified that this legal definition is likely to evolve over time. Digital assets do not obey a single legal definition. The legal qualification applicable to them, and the related regulatory regime, must be assessed on a case-by-case and in concreto basis, taking into account the specific characteristics of each project (ESMA report, Advice on Initial Coin Offerings and Crypto-assets, January 9, 2019 ; and EBA report, Report with Advice for the European Commission on crypto-assets, 9 January 2018).

For the purposes hereof, BIM FINANCE relates Non Fungible Tokens (NFTs) to the definition of Crypto-asset.

BIM FINANCE offers different types of Crypto-assets, such as Bitcoin, Ethereum, BIM as well as stablecoins. The list is available on the Website, on the Mobile Application and on request from Customer Service.

CGU: corresponds to these general conditions of use of BIM FINANCE governing the Services applicable to all BIM FINANCE Clients, where applicable supplemented or amended by the Special Conditions. The T&Cs are available and downloadable on the Website and viewable on the Mobile Application; they are also sent to the Customer by electronic mail. The Customer must in particular validate them when creating their Account and when carrying out each Service.

Customer : The Customer may be a Consumer within the meaning of the Consumer Code, a non-professional, or a legal entity. The Customer who is an individual must be an adult within

the meaning of article 414 of the Civil Code and must not be subject to an incapacity listed in article 1146 of the Civil Code.

Customer Account or Account: means a unique and personal nominative account allowing access to BIM FINANCE services on its Website or on the Mobile Application. The identifier of a Customer Account is an electronic mail address. A Customer Account is protected by a password which must comply with the required format. BIM FINANCE carries out Connection Verifications and strongly recommends to its customers the use of double authentication (“2FA”) to access the Customer Account on the Site and carry out Transactions and Withdrawals, modify and provide Account information . By default, a Customer has a so-called “Classic” Customer Account.

Validated Customer Account: a Customer Account is validated when the Customer receives an electronic message from BIM FINANCE informing them of its validation or is informed by a Customer Representative. BIM FINANCE decides with its partner ONFIDO through its Compliance and Risk Management Department the validation of a Customer Account on the basis of the Customer's identification data, its AML-FT policy and the information provided by the latter. Only a Customer with a validated Customer Account can access the Services.

Consumer: means within the meaning of the provisions of the Consumer Code, any natural person who acts for purposes which do not fall within the scope of his commercial, industrial, artisanal, liberal or agricultural activity.

Conversion or Conversion operation: service offered by BIM FINANCE consisting of exchanging a quantity of one type of Crypto-asset into a quantity of another Crypto-asset.

Technical Failure: designates one of the following cases resulting from an event not attributable to BIM FINANCE: unavailability of access to the telephone network or the Internet by BIM FINANCE or the Client, unavailability of access to BIM FINANCE data hosted by third parties for reasons attributable to these third parties, unavailability of access to BIM FINANCE Wallets, technical problem inherent to the operation of a Blockchain or a “smart contract”, unavailability of access or manipulation of bank accounts of BIM FINANCE used for the receipt of Purchases or payment of Sales, unavailability or failure of BIM FINANCE partners payment providers (PSP) or techniques linked to payment of Transactions, unavailability of access to partner platforms or marketplaces for the purchase or sale of Crypto-assets operated by BIM FINANCE for its own account, unavailability or loss by the Client of access to its Wallet, facts resulting the action of hackers (computer pirates), a logical attack or a computer virus or any other malicious activity on the Client's computer systems, on those of technical partners, or on the marketplaces used by BIM FINANCE for Transactions and Conservation. on those of technical partners, or marketplaces used by BIM FINANCE for Transactions and Conservation. on those of technical partners, or marketplaces used by BIM FINANCE for Transactions and Conservation.

2FA (double authentication or two-step verification): This is a method by which a Client can access their Client Account, modify their Account information, provide a Wallet address, carry out a Transaction or a Withdrawal only after having presented two distinct methods of

identification to a authentication mechanism. This security element is strongly recommended for all BIM FINANCE Customers.

Depositing a Crypto-asset:service offered by BIM FINANCE for certain Crypto-assets solely aimed at enabling a Client to send themselves from their Wallet to a Wallet address provided by BIM FINANCE a quantity of a Crypto-Asset.

Fork or bifurcation of a blockchain:designates the event by which an update to the protocol of a blockchain is accepted and implemented only by part of the community of parties involved in the management, validation and propagation of this protocol. This event actually results in the creation of a new blockchain, which shares a common history with the original blockchain until the moment of the bifurcation event, but which no longer has anything compatible after this event.

Transaction Fees or Commission: amount in euros, or where applicable in Crypto-asset, received by BIM FINANCE as remuneration for carrying out a Transaction. The Commission varies depending on the nature of the Transaction, the type of Customer Account, the amount of the Transaction and the type of Crypto-asset. It is presented and explicitly validated by the Client before each Transaction. The calculation methodology is specified in the Website's price list.

Intervention Fees:fees deducted by BIM FINANCE from the Client for the management of an unpaid debt, a payment incident, an incident on the Client Account, the management of a Transaction which was unsuccessful due to a error or omission by the Customer or in the absence of compliant supporting documents provided to the Compliance and Risk Management Department, in the event of abuse by a Customer, or for any other reason mentioned in the T&Cs. The amount of the Intervention Fees, which cannot be determined in advance, is expressed in euros calculated as a percentage of the amount of the Transaction or in an equivalent amount in Crypto-asset, or where applicable by a fixed amount, with a minimum and a maximum, as indicated in the Price List of the Website and/or in these T&Cs.

Conversion Fees:fees charged by BIM FINANCE for the conversion of a quantity of a Crypto-asset held by a Client into a quantity of another Crypto-asset offered by BIM FINANCE.

Withdrawal fee :fees charged by BIM FINANCE for the Withdrawal of a quantity of a Crypto-asset from an External Wallet due to the costs associated with the validation by blockchain computer systems of the transfer operation of the quantity of Crypto-asset to the Client's Wallet. These costs cannot be determined in advance and their calculation methods are indicated in the Site Price List.

Force Majeure:under the terms of article 1218 of the Civil Code, an event beyond the control of its debtor, which could not be reasonably foreseen when the T&Cs came into force and whose effects cannot be avoided by appropriate measures preventing the execution of its obligation. If the impediment is temporary, the execution of the obligation is suspended unless the resulting delay justifies the termination of the agreement. If the impediment is

definitive, the agreement is automatically terminated and the parties are released from their obligations.

Price list :price list summarizing for each Service or Transaction the amount and/or the methods of calculating the fees which will be levied by BIM FINANCE and which is accessible on the Website.

IBAN:International Banking Account Number means international bank account identifier. It is associated with a BIC code.

KYC (Know Your Customer):term used in the context of the application of a procedure to combat money laundering and the financing of terrorism and designating the procedures to be carried out to enable the identification of a Customer (Know Your Customer).

LCB-FT or LAB-FT: means the fight against money laundering and the financing of terrorism within the meaning of the monetary and financial code and giving rise to the establishment of a system for evaluating customer transactions in accordance with the regulations in force in France and Europe.

Purchase, Sale, Deposit and Withdrawal Limits: means, for a given Client, the sums equal to the maximum cumulative Purchase, Sale, Deposit and Withdrawal amounts achievable by this Client over a given period.

Personnel or Operator:any employee, contract worker, service provider, intern, agent or person designated as such, employed by BIM FINANCE, its subsidiaries or its parent company.

Wallet or Wallet:a computer application allowing the control, reception and sending of Crypto-assets, the security of which is guaranteed by the use of cryptographic processes based on private key and public key mechanisms. A Wallet contains one or more addresses used for the exchange of Crypto-assets as well as one or more private keys securing the assets. Disclosure, theft, or loss of private keys may result in the total loss of Crypto-assets.

External wallet:a Portfolio over which the Client has control and over which BIM FINANCE has no possible control. The External Portfolio is completely foreign to BIM FINANCE's IT systems.

Price of a Crypto-asset or Price:counter-value in euros or in another given Crypto-asset of a unit of the Crypto-asset concerned offered to the client, as set by BIM FINANCE at the client's request.

The Price of a Crypto-asset is calculated and set by BIM FINANCE by aggregating the different counter-values of the Crypto-asset considered on renowned marketplaces or liquidity providers selected by BIM FINANCE, adjusted by a technical margin. varying depending on the following factors: nature of the Crypto-asset, price and liquidity of the asset on the marketplaces and liquidity providers partners of BIM FINANCE, quantity required by the client, nature of the business relationship between the client and BIM FINANCE or any other relevant criterion determined at the time of setting the Price.

The Price of a Crypto-asset is indicated in different places on the Website or on the Mobile Application, it is updated regularly (generally less than a few minutes apart). When it is not indicated in a procedure linked to a Purchase, a Sale or a Conversion operation, the Price of a Crypto-asset is given for information purposes only and may represent an average value between a Purchase operation and of Sale of this Crypto-Asset, and therefore deferred from the Price which will be retained during the Transaction. Only the Price retained during the Transaction counts in its accounting and for the application of these T&Cs.

Unless otherwise stated or Special Conditions, BIM FINANCE cannot guarantee in advance the Price of the Crypto-asset under which a Transaction is carried out since this Price fluctuates by nature.

Customer Knowledge Questionnaire: questionnaire established with the aim of AML-FT, the fight against fraud, evaluation of a Client's expectations, knowledge of investment (notably crypto) and risk tolerance, and sent to the Client via a interface of the Website, the Mobile Application or directly by BIM FINANCE Staff. BIM FINANCE reserves the right to refuse a Service to a Client, without compensation, in the event of no response, partial or unsatisfactory response to a Client Questionnaire within 72 hours after its communication to the Client.

Restitution: as this term is defined in article 13.5.

Withdrawal : designates the act of sending by BIM FINANCE, at the request of the Client, a quantity of Crypto-Asset to the address of the Wallet provided by a Client, it being understood that the Client is solely responsible for communicating this address and that BIM FINANCE cannot be held responsible for the communication by the Client of an incorrect address or one that does not belong to them. Withdrawal is not accessible for all Crypto-assets offered by BIM FINANCE. Non-withdrawable Crypto-assets are indicated on the Website or the Mobile Application.

SEED: backup data of a Crypto-asset Wallet. These are in the form of a list of words, and allow full access to the linked Wallet. This security allows the Wallet to be restored in the event of loss, theft or destruction of the Wallet's media (phone, tablet, PC or other). This list of words is strictly confidential. The storage of SEED information in any form whatsoever is the sole responsibility of the Client. BIM FINANCE cannot under any circumstances be held responsible for errors in the storage of the SEED of a Client's Portfolio or for its loss.

Services : designates the set of services offered by BIM FINANCE to its Clients from the Website, the Mobile Application or through an Operator or Customer Representative. The Services consist in particular of Transactions, Withdrawal and Deposit of a Crypto-asset.

Website : means all BIM FINANCE Services accessible at the following web address (url): <https://bim.finance/>, and in particular the Customer Account interface accessible with its connection identifiers and, where applicable, the 2FA .

Crypto Account Balance: it corresponds to the available quantity of Crypto-Asset on a Client's Crypto Account.

Transaction : means Purchase, Sale of Crypto-asset by a Client.

Sale of Crypto-asset, Sale or Sale order:service by which BIM FINANCE purchases a quantity of Crypto-asset held by a Client with a validated Client Account against a payment in euros made by transfer to the Client's bank account opened in the Europe zone.

Connection Verification:procedure put in place by BIM FINANCE by asking the Customer to enter a code transmitted by email or SMS in order to verify that it is indeed the origin of an action on their Customer Account.

3. General provisions

These T&Cs govern the Services offered to any Customer on the Website, the Mobile Application remotely and through an Operator. They constitute with the invoice, where applicable the Special Conditions, the Operation Notice, and the Customer Knowledge Questionnaire or any other document in lieu thereof, the only contractual documents enforceable against the Parties, to the exclusion of any other document (prospectus, presentation of Services, catalogs or photographs of Crypto-assets, etc.) which have only an indicative and non-contractual value. These T&Cs are applicable throughout the world.

The general conditions of purchase or sale of Customers who are legal entities cannot, in any way, replace or supplant these T&Cs and cannot be enforceable against BIM FIANCE notwithstanding any provision to the contrary.

When Buying or Selling Crypto-assets in fiat currency, the Crypto-assets are sold or purchased to Clients by BIM FINANCE for a Price denominated in euros (€), unless otherwise specifically stated. Crypto-asset Conversion does not allow a Price denominated in euros (€) to be displayed, since one quantity is exchanged for another quantity. The Conversion Fees can be expressed in euros using the equivalence with the Price of the Crypto-asset.

4. Application of the general conditions – Opposability and Proof

The T&Cs are made available to the Customer on the Website and the Mobile Application in accordance with article 1127-1 of the Civil Code. They can also be communicated via email to Customers upon simple request, by email or postal mail, in addition to automatic communication and their validation upon creation of the Customer Account and when carrying out a Transaction, which constitutes acceptance of their terms. They are also communicated automatically to the Client when notifying all Clients when they are updated. As a result, the T&Cs and their subsequent modifications are enforceable against Customers who acknowledge having read them and accepted them.

The archiving of communications, Services performed, Customer documents and invoices is carried out on a reliable and durable medium in accordance with article 1379 of the Civil Code. All these elements have probative value between the Parties. In general, any BIM FINANCE computer document constitutes proof between the Parties.

5. Language of the T&Cs

These General Terms and Conditions may be translated into English, Italian and Spanish in order to facilitate their understanding by Customers. The translated elements will only have informative value. Thus, notwithstanding this translation, it is expressly agreed between the Parties that in the event of a dispute, only the French version of these T&Cs will be authentic between the Parties.

6. Modification of the T&Cs

BIM FINANCE reserves the right to modify its T&Cs at any time. In the event of a modification of the T&Cs, the new version of the T&Cs is subject to acceptance by the Customer who has 15 days to decline them. After this period of 15 days and if the Client has not declined them, the T&Cs will come into force and will be applicable to any Service provided by the Client. If the Client declines the new version of the T&Cs, the Client must withdraw the funds held in his Client Account within 15 days, at the end of which his Client Account will be closed under the conditions of article 8.5.5. The version of the applicable T&Cs are those in force on the date a Service is provided. It is recommended that the Client save the T&Cs in force on the day the Services they used were carried out,

7. Nullity of a clause of the T&Cs

The nullity of one of the provisions of these T&Cs does not result in the nullity of all of these T&Cs.

8. General rules applicable to the Services

• 8.1 Offer of Crypto-assets

The list of Crypto-assets offered by BIM FINANCE is communicated to the Client via the Website, the Mobile Application or a Customer Representative. The Customer can also request communication of this list by email. It may change at any time without notice. In particular, BIM FINANCE may decide unilaterally to no longer offer Services on a given Crypto-asset. This decision may be motivated by a possible legal or technological risk. In this case, BIM FINANCE will make its best efforts to notify the Clients concerned within a reasonable time, and will offer solutions so that Clients can withdraw the Crypto-assets to their Wallet, convert them for other Crypto-assets or sell them. .

• 8.2 Service Offerings

The list of Services offered by BIM FINANCE to its Clients may change over time. These Services are communicated to the Client via the Website www.bim.finance, the Mobile Application, the Client Account, and or a Client Representative.

Not all Services offered by BIM FINANCE are available for all Crypto-assets offered. Certain Services such as Deposit, Withdrawal, Conversion may be limited to certain Crypto-assets offered. Likewise, certain Services may be reserved for some of BIM FINANCE's Clients or may require a specific Client Account. The Customer should refer to the information communicated on the Website, the Mobile Application, in particular when using a Service, to find out any limitations, to question their Customer Service Representative or to request clarification. communication by email to Customer Service.

8.3 General provisions applicable to the Services on the Website and the Mobile Application

All Services that a Customer can use remotely must be carried out on a durable written medium, from the Customer Account validated via the Website or the Mobile Application.

The Services offered by BIM FINANCE are accessible directly on the BIM FINANCE Website or Mobile Application from a validated, unblocked or unsuspended Customer Account.

In the event of difficulty in the proper execution of a Service or when creating a Customer Account, a Customer of the Website or the Mobile Application and BIM FINANCE may communicate by telephone, by email or via the support system used. by BIM FINANCE.

BIM FINANCE reserves the right, without notice and without any possible compensation, not to validate a Customer Account, to refuse to perform any Service for a given Customer, or to block, temporarily suspend, delete a Customer Account under the conditions of Article 8.9. More generally, BIM FINANCE reserves the right to close access to all or part of the Website or the Mobile Application, to suspend the execution or provision of all or part of the Services offered in the event of Force Majeure, Technical failure, endangerment or threats relating to its Personnel or its technical means of any nature whatsoever.

8.4 General provisions applicable to Transactions and other Services initiated through a Customer Service Representative

Depending on the status of their Customer Account (refer to the commercial offers on the Website or the Mobile Application) a Customer can use the support of a Customer Manager to carry out a Service in person or remotely (by telephone, email, by electronic signature of a form or by video recording) during the usual opening hours of BIM FINANCE offices, namely from 9:00 a.m. to 6:00 p.m. (Paris time), every working day except public holidays, December 24, December 31, January 2 and all other days mentioned by BIM FINANCE on its Website, its Mobile Application, its social networks or by messaging or by e-mail notification (in particular by message of absence of a Customer Service Representative).

BIM FINANCE reserves the right not to execute or respond to any request made, any order sent or confirmed by any means whatsoever (email, telephone, receipt of the signed Operation Notice, etc.) outside of hours usual, except Special Conditions or written agreement from the Customer Manager referred to by his hierarchy specifying the conditions. BIM FINANCE cannot be responsible for the consequences, financial losses or opportunities linked to the non-execution or absence of response to a request, an order made or received outside usual hours.

The Customer is informed that his conversations with customer service may be recorded or listened to by BIM FINANCE for evidentiary purposes, fraud detection and/or to be studied in order to improve the quality of the service.

These conversations will not be kept beyond six months from their recording, unless regulations impose a longer retention period.

The User has the right to lodge a complaint with the CNIL. He is informed that the data concerning him is kept or deleted after his death in accordance with the Regulations and that he has the right to instruct whether or not to communicate this data to a third party that he has previously designated.

The request for a Service to be carried out by a Customer must be made by e-mail, by telephone, by any electronic document provided for this purpose or in the presence of the Customer. Once made by the Client, the request to carry out a Service to a Customer

Representative or BIM FINANCE Operator is irrevocable. The execution of the Service may be confirmed to the Client by e-mail or by means of the electronic signature of a Transaction Notice or orally in the presence of the Client.

A given Client may also benefit from the support of a Customer Representative or an Operator in the event of difficulties encountered on the Website or the Mobile Application without this being an obligation of support attributable to BIM. FINANCE.

In the event of abuse by a Client in the use of a Client Representative or an Operator for the provision of Services (for example, without this being exhaustive, repetitive requests without success, multiple requests, unreasonable recourse to a Customer Service Representative etc.), in the event of inappropriate, offensive or threatening behavior by a Customer towards a Customer Service Representative or an Operator, in the event of a Customer's failure to fulfill his or her obligations described in the T&Cs, and at the discretion of BIM FINANCE, BIM FINANCE may charge the Client Intervention Fees.

● **8.5 Opening a Customer Account**

● **8.5.1 Document and information to be provided**

The documents and information to be provided when requesting the creation of a Customer Account are indicated on the Website, on the Mobile Application or available upon request made in writing to Customer Service. BIM FINANCE will require in particular, without this list being exhaustive, a legible and valid identity document, a photograph (a selfie of the Client) or video of the Client, the communication of a valid email address, the telephone number of the Client, his main residence address, information concerning his income, profession and assets, communication of a bank identity statement. In the case of a joint Customer Account, identical documents may be requested from the other Customer Account holder.

The nature or format of its documents (image, PDF document, etc.) may change over time. The list of required documents may differ in the case of creating a legal entity or natural person Customer Account. The creation of a legal entity Customer Account requiring in particular the communication of a kbis (or equivalent) less than 3 months old, the statutes, the register of beneficial owners and a bank identity statement.

As part of the business relationship, BIM FINANCE may request from a Client an update of its documents or the provision of additional documents (in particular proof of origin of funds, proof of income or assets, proof of purchase of Crypto-assets, response to a Customer Knowledge Questionnaire) in order to allow him to access new Services, to enable the creation of a Service or to modify the Limits as provided for in article 8.6.

8.5.2 Restrictions on nationality and country of residence due to AML-CFT measures and Compliance and Risk Management Department procedures

Opening a Customer Account and maintaining the business relationship with BIM FINANCE are restricted to adult Customers, whose main residence is in Europe and whose country of nationality is not part of the list of countries under international sanction or countries not authorized by BIM FINANCE. The list of these countries is indicated on the Website and may change at any time and without notice by simple decision of BIM FINANCE or by regulatory obligations. BIM FINANCE cannot be held responsible for the consequences of the end of a business relationship with a Client due to the blocking or suspension of their Client Account due to restrictions linked to their country of residence or nationality.

8.5.3 Updating Customer Account information

The Client undertakes to communicate as soon as possible any change of identity, financial or professional situation, change of domicile, telephone number, bank details, email address or any other change capable of impacting its capacity, investment; and provide new proof. If their identity document expires, the Customer may be required to provide a new valid and complete document as soon as possible or risk having their Account suspended or blocked.

Once the Customer Account has been Validated, certain information cannot be modified without a specific procedure communicated by Customer Service and upon presentation of supporting documents.

The Customer's bank account details and Crypto-asset withdrawal addresses are also sensitive data. Their modification is subject to a specific procedure described on the Website, the Mobile Application or communicated by Customer Service.

8.5.4 Securing the Customer Account on the Website or Mobile Application

The Customer is solely responsible for securing access to his Customer Account on the Website or the Mobile Application, which is accessed by default using a messaging address (email) and a password. It is imperative that the Customer protects his Account himself by ensuring the protection of his messaging system (and to which he is the only one to have access) linked to his Account and by using a complex password different from those that it usually uses, and this before carrying out any Service. The very operation of Crypto-assets (in particular, irreversible transfer from one wallet to another, pseudo-anonymous wallet address) requires great vigilance, because access by a third party to a Client's BIM FINANCE Account may result in the theft of Crypto-assets.

It is recommended that the Customer set up 2FA on their Customer Account in order to be able to secure their information and access the Services. BIM FINANCE may require prior activation of 2FA or Connection Verification for certain operations. The Customer may be required to block his account himself if he considers that there is a security risk. This blocking request can be communicated to Customer Service. The request to unblock a Customer Account or delete 2FA by a Customer requires following a strict procedure and providing supporting documents communicated by Customer Service or a Customer Representative. and can take several days to several weeks.

Access to the Mobile Application can also be secured by the use of biometric recognition functions (Face ID, facial or fingerprint recognition applications). This function allows the identification of the Customer within the Application by biometric recognition of the Customer and requires that the mobile phone or tablet be equipped with a suitable reader. Using this function replaces the entry of Recognition Codes (your customer number and your secret code) and guarantees security of access to the Application. The Customer undertakes to record his own biometric data and only on a mobile phone or tablet of which he is the sole user.

The Client's biometric data is not stored outside of the Client's phone and is never saved by BIM FINANCE.

BIM FINANCE reserves the right to modify or add authentication methods applicable to all of its services or to certain specifically designated services. The Customer will be informed by email within a reasonable time.

8.5.5 Deletion of a Customer Account

A Customer may request, at any time, to delete their Customer Account, validated or not, by informing Customer Service by e-mail. BIM FINANCE will grant its request within a reasonable time and in accordance with the provisions of article 24. Intervention Fees of a minimum amount of 20 euros including tax may be applied at the discretion of BIM FINANCE .

Please note that to meet its legal obligations, BIM FINANCE implements surveillance processing aimed at AML-CFT and the application of financial sanctions measures. Consequently, certain data will be kept for 5 years from the closure of the business relationship.

8.5.6 Double Account

A Customer Account is strictly personal and is created for the sole purpose and use of the Customer. BIM FINANCE only authorizes the opening of one Customer Account per person.

8.5.7 Death, disability, incapacity of the client, execution of a legal decision

In the event of death, disability or incapacity of the Customer or by court decision, the Customer Account may be transferred to a beneficiary upon presentation of supporting documents, after agreement from the Compliance and Risk Management Department and if the beneficiary met the criteria to have a validated Customer Account.

8.6 Limits linked to the performance of the Services

● 8.6.1 Minimum amount

BIM FINANCE reserves the right to modify at any time without notice the minimum value in euros or quantity of Crypto-assets linked to the provision of a Service for a given Crypto-asset (in particular the minimum amount of Purchase, Sale , Withdrawal). These amounts must necessarily include the costs due to BIM FINANCE for carrying out the Services requested by the Client. These amounts are communicated on the Website, on the Mobile Application, by Customer Service Representatives and on request to Customer Service. Unless otherwise stated on the Website or on the Mobile Application, there is no minimum amount for the Cryptoasset Deposit.

8.6.2 Maximum amount and setting of limits

BIM FINANCE theoretically allows its Clients to carry out Services without maximum amount limit as long as the Client Account does not present a security risk, and the Client is able to prove the origin of the funds (in legal tender currency or in Crypto-assets) during a Purchase or a Sale, and only if the Compliance and Risk Management Department has given a favorable opinion on the provision of the Service, following the analysis of the documents, any Customer Knowledge Questionnaires and more generally information transmitted by the Customer.

Purchase, Sale, Deposit or Withdrawal Limits may be set over a period of 365 rolling days, per day, over a given period or without time limit and may apply to a given Crypto-asset in the Customer Account . The value of the Limits corresponds to the cumulative amounts of all operations carried out over the period. Purchase Limits may be different depending on the payment method.

The Customer is informed via the Website, the Mobile Application or by a Customer Representative.

8.6.3 Case of Withdrawal or Deposit

All Crypto-assets offered by BIM FINANCE cannot be withdrawn or deposited into or from an external Wallet. It is up to the Customer to find out about the supported Crypto-assets. There is a minimum amount for a Withdrawal. This is constantly communicated on the Website, on the Mobile Application, on request from Customer Service and by Customer Service Representatives.

A daily limit may be imposed on Withdrawals on the Website or the Mobile Application for a given Crypto Account, in order to protect the Client from possible security risks. In this case, the Customer is informed and a procedure, which involves reinforced authentication, is communicated to him in order to lift this Limit.

BIM FINANCE reserves the right to carry out in-depth analyzes (in particular the destination of funds) and to refuse Withdrawals for security, legal or regulatory reasons.

BIM FINANCE may require the Client to Withdraw its Crypto-assets if their value expressed in Euros exceeds a threshold set by BIM FINANCE. In this case, BIM FINANCE informs the client with 30 days' notice and can offer them a custody solution better suited to their needs.

BIM FINANCE is entitled to ask the Client the nature of the external Wallet (physical Wallet, Software Wallet, Wallet held by another Service Provider, Wallet from a website, Wallet from a mobile application) from or to which he makes a Deposit or Withdrawal, as well as the name of the person or entity owning the originating Wallet or the destination Wallet.

8.7 Verification and analysis during the execution of the Services

Regardless of the level of the Customer Account, the Compliance and Risk Management Department, as part of its action for AML-CFT and the prevention of fraud and risks, may decide at any time to suspend the execution of a Service for a given Client for a period not exceeding 14 working days from the request to carry out a Service, without BIM FINANCE being held responsible for the consequences of this suspension. At the end of this period and without time limit, the Compliance and Risk Management Department may decide to prohibit the provision of Services, to prohibit or limit the use of certain means of payment, to block or suspend a Account.

The questions that BIM FINANCE asks the Client allow them to get to know them, to better understand their motivations and to remove doubts about the conditions under which they wish to carry out a Service. BIM FINANCE is subject by regulations to the obligation to ask regulatory questions.

In the absence of a satisfactory response and cooperation from the Customer,

- In the case of a Transaction, BIM FINANCE may cancel the operation in question and will reimburse the Client by deducting Intervention Fees and any other losses suffered by BIM FINANCE in the context of carrying out said operation.
- In the case of a Withdrawal, BIM FINANCE may refuse the Withdrawal.
- In the case of a Deposit, BIM FINANCE may refuse the Deposit and will return the quantity of Crypto-assets deposited, deducting Intervention Fees, to the address that the Client must provide under their own responsibility.
- In the case of any other Service, BIM FINANCE may cancel the Service and will apply Intervention Fees.

The supporting documents required by the Compliance and Risk Management Department include (without this list being exhaustive):

- Additional identity documents (passport, driving license, marital status, visa);
- Communicate as quickly as possible any change in your financial or professional situation;
- Proof of the origin of the funds (document proving that he is the holder of the means of payment used, bank statement, bank statement, joint account, savings statement, tax notice, pay slip, notarized documents attesting of a sale, bank certificate, etc.), and in the event of a Sale or Deposit: cryptographic addresses making it possible to determine the dates of acquisition of the Crypto-assets to be sold, proof of purchase, proof of mining, identity of the person or entity owning the origin or destination Wallet;
- Certificate from the Client knowingly certifying their Withdrawal request to a given cryptographic address;
- Bank certificate validating the means of payment used;
- Documents related to the legal entity: company accounts, bank statement, bank certificate, beneficial owners, etc.
- Customer Knowledge Questionnaire;
- Discharge of responsibility.

8.8 Notification by a Customer of a problem observed in connection with the performance of a Service

Taking into account the technologies used in Crypto-assets and their characteristics, if a Customer notices a problem of any nature whatsoever linked to a Service, to a payment of the Gross Purchase Amount by bank card or by bank transfer, upon payment of the Net Amount of the Sale, the latter must, within 7 calendar days after the completion or non-performance of this Service, notify BIM FINANCE of the problem, either by registered letter with acknowledgment of receipt, or by contacting the Service Customer and providing proof that Customer Service has received their notification.

8.9 Suspension or blocking of a Customer Account

A Customer Account may be suspended or blocked by the Compliance and Risk Management Department at any time for reasons related to:

- The customer knowledge procedure;
- At LCB-FT;
- At the express request of the competent authorities;
- Failure to comply with these T&Cs, in particular the provisions relating to means of payment (including the use of a VPN by the Customer);
- In the absence of a valid response from the Customer within a maximum period of 7 working days to requests for supporting documents regarding their KYC or the provision of a Service;
- The legitimate suspicion that the Customer is the victim of fraud, theft, a cyber attack, extortion, manipulation, violence, blackmail or that he is not able to assess the risks associated with the Investments;
- Due to behavior attributable to the Customer (insults, threats, abusive requests, etc.).

A suspended or blocked Customer Account will no longer be able to access the Services temporarily or permanently. BIM FINANCE reserves the right at its discretion to apply Intervention Fees to the suspension or blocking of a Customer Account.

BIM FINANCE cannot under any circumstances be held responsible for the consequences of any nature whatsoever linked to the blocking or suspension of a Client Account, in particular the theft or loss of Crypto-assets held by the Client's Crypto Account, occurring before or after the blocking or suspension caused by an event attributable to the Client.

8.10 Editing a Withdrawal

A Withdrawal once made by BIM FINANCE cannot be modified, this operation being irreversible and under the responsibility of the Client.

1. No withdrawal period

Pursuant to the provisions of article L.221-28, 2° of the Consumer Code, carrying out a Purchase, Sale, Conversion, Deposit or Withdrawal transaction does not give rise to a right withdrawal for the benefit of the Customer insofar as it concerns the “supply of goods or services whose price depends on fluctuations on the financial market beyond the control of the professional likely to occur during the withdrawal period”.

9. Pricing

The prices charged by BIM FINANCE on all of its commercial offers / Services and/or their calculation methods are mentioned on the Website in the Price List. They are also available upon simple written request from Customer Service.

9.1 Information on the Price of Crypto-assets

The Prices of Crypto-assets which may be the subject of a Transaction by BIM FINANCE are communicated to the Client on the Website, on the Mobile Application or at his request during an operation carried out with the support of a Manager of Customers.

9.2 Calculation of Transaction Fees and Intervention Fees

The Fees on Transactions are determined, as indicated below and in the Pricing Schedule:

- On Purchase, the Purchase Fees are determined by multiplying the Commission rate by the Gross Purchase Amount (as this term is defined in Article 10) divided by (1 + Commission rate), the rate of Commission being expressed as a percentage.
- On Sale, the Sales Fees are determined by multiplying the Commission rate by the quantity of Crypto-assets sold and by the Price of the Crypto-asset set by BIM FINANCE during the Compensation of the Sale.

- On Conversion, the Conversion Fees are determined by multiplying the Commission rate by the counter-value of the Crypto-assets converted.

Transaction Fees are subject to minimums as indicated on the Website or Mobile Application.

The Commission rate may depend on the type of Customer Account and the payment method used.

In the event of an error attributable to the Customer (sending the wrong amount in Euros, exceeding the authorized Transaction deadline, use of an unauthorized means of payment or not belonging to him, absence of wording in the bank transfer to the Purchase, communication of an incorrect IBAN or linked to a bank account not belonging to the Customer, irregularity of the Customer Account, reasons of article 8.9), BIM FINANCE may apply Intervention Fees per Transaction, which are added Transaction Fees. The Intervention Fees are calculated as a percentage of the equivalent amount in euros of the Transaction or as a percentage of the quantity of Crypto-asset. Intervention Fees may be subject to a minimum.

9.3 Communication of the Price of a Crypto-asset. Price guaranteed and not guaranteed

The Price of the Crypto-asset and the final amount of the Transaction Fees are set and communicated to the Client:

- before validation by the Customer of the Transaction carried out on the Website or on the Mobile Application.
- subsequent to the completion of the Transaction if it is carried out directly by a Customer Service Representative acting at the request of the Customer.

In both cases, the amount of the Intervention Fees may be communicated subsequently and be billed separately.

The Price is guaranteed:

- In the event of a Sale or Purchase by bank transfer or credit card initiated and finalized by the Customer from the Website or the Mobile Application;
- In the event of a Purchase made with the help of a Customer Service Representative or an Operator, when the funds have been received by bank transfer, and if the Customer expressly specifies that he wants to confirm himself or cancel the purchase on the Website or Mobile Application for the period of time that will be indicated by email;

- If the Special Conditions specify it.

The Price is not guaranteed:

- In the event of an automatic recurring payment for a Crypto-asset Purchase or Recurring Sale;
- In the event of a Transaction involving a Crypto-asset carried out directly by a Customer Representative or an Operator, unless expressly requested by the Client;
- In the event of a Purchase by bank transfer made from the Website or the Mobile Application if the Customer cannot access his Customer Account on the Website, on the Mobile Application or if he does not cancel the Purchase at the end of the period indicated by email;
- Following a modification of the Transaction required by the Customer or resulting from an error attributable to him, non-compliance with the T&Cs in particular with the procedures of article 12, suspension of the Customer Account or its blocking by the Compliance Department and Risk Management;
- In the event of cancellation of the Transaction by the Customer;
- In the event of suspension of the Transaction by decision of the Compliance and Risk Management Department;
- In the event of Technical Failure or Force Majeure.

9.4 No VAT on Transaction Fees

Transaction Fees, Withdrawal and Deposit Fees are not subject to VAT (article 261 C, 1°-d of the CGI – BOI-TVA-CHAMP-10-10-40-50 n° 10; article 135, paragraph 1, subd), e) and f), of Directive 2006/112 – CJEU, 22.10.15, C264/14, Hedqvist).

9.5 Calculation of Withdrawal Fees

BIM FINANCE fully re-invoices the Mining Fees to the Client which are included in the Withdrawal Fees. Mining Fees are determined using the information provided by the Wallets (in units/Bytes) multiplied by the size of a standard transaction and by the Price of the Crypto-asset. Withdrawal Fees are calculated as a percentage of the gross quantity of the Crypto-asset being withdrawn, including minimum fees taken by BIM FINANCE, according to the terms indicated in the Price Schedule.

9.6 Deposit Pricing

The Deposit of Crypto-assets by a Client into their Crypto Account is free, unless otherwise stated.

9.7 Conservation Pricing

The Conservation of a quantity of one or more Crypto-assets by a Client on their Crypto Account is a free service unless otherwise stated, particularly in the case where the Client wishes to access a specific service which involves signing a conservation contract .

If applicable, Storage Fees are subject to French VAT according to current legislation.

9.8 Withdrawal Pricing

The Withdrawal of Crypto-assets by a Client from their Crypto Account is a paid service, unless otherwise stated, the calculation methods of which are indicated in the Price List.

9.9 Subscription pricing, specific pricing

Access to certain Services offered by BIM FINANCE, the creation of a legal entity Customer Account, access to support from a Customer Service Representative are subject to specific pricing which may include payment of a subscription on a given period.

These prices which are presented on the Website, on the Mobile Application and in the commercial documentation of BIM FINANCE correspond to a firm commitment to the purchase of services by the Client.

Access to the Services and the benefits of a Customer Account on subscription are conditional on payment and end at the end of the commitment period, as soon as payments stop or in the event of a written request from the Customer. A subscription-based Service cannot be suspended. Once paid, a subscription is considered due and cannot be refunded even if it is stopped by the Customer.

10. Purchasing Procedures

- **10.1 General Procedures:**

To make a Purchase, a Customer must have an open and validated Customer Account. A suspended or blocked Account cannot make a Purchase.

When making a Purchase, the Customer informs the type of Crypto-asset to purchase (it being understood that this Crypto-asset is sold by BIM FINANCE) and the quantity that he wishes to purchase or the total amount in euros that he wishes to pay (hereinafter "Gross Purchase Amount"). The Purchase Amount corresponds to the Gross Purchase Amount after deduction of Purchase Transaction Fees. It is up to the Client to find out about the volatility of Crypto-asset Prices. The Customer is free to cancel a Purchase before validation of their payment and this is canceled free of charge and the funds are returned within 1 to 7 working days to the bank account used for sending the funds.

For a Purchase on the Website or the Mobile Application, the procedure is described on the Website, the Mobile Application and the Price of the Crypto-asset is displayed to the Customer prior to validation. The Customer has a period of time indicated on the Website or on the Mobile Application to pay for the Purchase and to finalize the transaction. Once payment has been validated, the Purchase cannot be canceled by the Customer. It may be canceled by BIM FINANCE, particularly in the event of Technical Failure or Force Majeure.

In the context of a Purchase by transfer, the bank account used by the Customer can be identified, his bank may be in Europe, in particular a Consumer Customer cannot use a bank account of a legal entity or vice versa. BIM FINANCE reserves the right, without notice, to limit the number of bank accounts usable by a Client.

Limits apply to a Customer's Purchases based on Customer Account data, Transaction history and the payment method used. The Customer may request an increase in their Purchase Limits from an Operator, via the Website or the Mobile Application.

The Customer may occasionally be required to complete a Customer Knowledge Questionnaire provided by BIM FINANCE.

An invoice is issued at the end of a Purchase and sent to the Customer by email or available on request.

The quantity of Crypto-assets purchased is available within a short period of time (maximum 72 hours except Force Majeure) in the Client's corresponding Crypto Account. The application of AML-FT measures, the fight against Fraud or the consequences of a lack of liquidity on the marketplaces used by BIM FINANCE to carry out proprietary transactions may delay the provision of Crypto-assets. purchased.

BIM FINANCE cannot be held responsible for the consequences of this delay.

BIM FINANCE cannot be held responsible for a refusal of the Purchase operation by BIM FINANCE and its consequences, due to the receipt of an amount different from the Gross Purchase Amount, incomplete or erroneous instructions in the wording of the bank transfer, the use by the Customer of means of payment (bank card or bank account) not belonging to him or impossible to associate with his Customer Account or for reasons justified by his Compliance and Risk Management Department in due to the Client's KYC or AML/CFT.

If BIM FINANCE were to cancel a Purchase while the Customer has paid the Purchase Amount for any reasons attributable to the Customer, the Customer will be reimbursed after

deduction of any losses possibly suffered by BIM FINANCE due to the difference in Crypto Price -active with the moment when BIM FINANCE carried out the Compensation of the Purchase Amount.

BIM FINANCE is under no obligation to fulfill an expired or canceled Purchase. A Purchase not validated, not paid, or partially paid by a Customer will be deemed canceled and may not be carried out by BIM FINANCE.

In the event of repeated errors (transfer without reference/wording, transfer not respecting the Limits, use of means of payment not belonging to it, transfer from an unauthorized bank account) or any breach attributable to the Client under the T&Cs, Intervention Fees will be applied and calculated on the Gross Purchase Amount.

If a Purchase cannot be completed after a period of 360 days for a reason attributable to the Customer, the Gross Purchase Amount sent will be returned to the Customer upon request, less Intervention Fees increased by 10% per day from the 361st day.

10.2 Purchase by credit card

The Customer has a period of a few minutes as indicated on the Website or the Mobile Application to make their payment by credit card which will be confirmed by “3D-Secure”. The bank card used must be in his name or in the name of the legal entity holding the Customer Account, must not be considered as an anonymous electronic payment method, be valid and accepted by BIM FINANCE. Beyond the displayed deadline, the Purchase is indicated as “expired” and is canceled. The Customer must not use a VPN for their connection, as the payment risks being refused.

BIM FINANCE cannot be held responsible for the consequences of the use of a bank card not belonging to the Customer, or of a canceled or failed Purchase transaction.

10.3 Purchase by bank transfer

During a Purchase by bank transfer, BIM FINANCE communicates directly on the Website or the Mobile Application the bank details of BIM FINANCE (“BIM FINANCE or AMPERE HOLDING Bank Account”) and the exact instructions allowing the Customer to make their transfer bank, in particular the indication of a code to put in the wording of the transfer (which can be of the type “xxxxxx”). The Customer is free to cancel his Purchase order at any time as long as the transfer of the Gross Purchase Amount has not been received on the BIM FINANCE Bank Account.

The Customer must imperatively generate the Purchase transaction on the Website or the Mobile Application before making the transfer in order to validate that the Gross Purchase Amount does not exceed its Authorized Limit and in order to obtain a code. identification of the transaction to be specified in the wording of the bank transfer.

Once payment of the Gross Purchase Amount has been received on the BIM FINANCE Bank Account with the instructions correctly indicated within a maximum period of 8 working days after the day after the initiation of the Purchase on the Website or the Mobile Application , BIM FINANCE verifies the Client's information. This validation may take a maximum of 72 hours, unless the Client is notified (by email or telephone) of an anomaly or if BIM FINANCE is not able to attribute the transaction to the Client (for example: Client/Transaction not identifiable) ; in this case, the Purchase is suspended for a maximum period of 45 days. Intervention Fees may be charged to the Client at the sole discretion of BIM FINANCE.

The validation of the Purchase transaction by BIM FINANCE triggers a notification (by email) to the Customer in order to inform them that they have a period of time which can reach 72 hours to finalize the operation themselves or to cancel it free of charge. In the event of cancellation, the Gross Purchase Amount will be refunded within 7 working days except in cases of Force Majeure or Technical Failure. During this 72-hour period, the Customer can connect to their Customer Account and definitively validate the Purchase. The quantity of Crypto-assets to be received is calculated by Compensation of the Purchase Amount using the Price of the Crypto-asset set by BIM FINANCE at the time the Client performs validation. Information on the Price of a unit of Crypto-Active, the quantity purchased and the Gross Purchase Amount is communicated to the Client. Without action by the Client after the expiration of a period of 72 hours, the Purchase Transaction is automatically finalized at the Price of the Crypto-asset set by BIM FINANCE at the moment the period expires. Transaction fees, as calculated according to the terms of the Price Schedule, are indicated on the invoice.

Upon receipt of a valid bank transfer, if the Purchase has been canceled or the Gross Purchase Amount does not correspond to the amount of the transfer received, BIM FINANCE may at its sole discretion decide to recreate or modify the transaction. Purchase with the right amount. The Customer will then be informed by email and will have a period of time (communicated in the email and which can be up to 72 hours) to cancel the Purchase themselves free of charge as part of the procedure defined in the preceding paragraph.

10.4 Purchase accompanied by a Customer Representative

Purchase accompanied by a Customer Service Representative mainly applies to Customers paying by bank transfer. The Customer Service Representative communicates the BIM FINANCE Bank Account

The Customer must inform the Customer Service Representative in advance of their planned Purchase before making their transfer in order to validate that the Gross Purchase Amount does not exceed their Authorized Limit. The Customer Service Representative will be responsible for responding to the Customer's requests in relation to the T&Cs and the rules established by the Compliance and Risk Management department.

Upon receipt of the transfer and after its validation, the Customer Service Representative contacts the Customer by email or telephone to confirm their Purchase transaction(s). The Client Manager supports the Client in their investment procedures by reminding them of the risk factors and, where applicable, providing them with the analysis notes carried out by BIM FINANCE. The Customer is the sole decision-maker for his Purchase, he is free to cancel his Purchase before validation and will be reimbursed free of charge, except for possible Intervention Fees in the event of abuse or inappropriate behavior.

Unless expressly requested by the Customer and accepted by BIM FINANCE or Special Conditions, the Purchase is made at an unguaranteed Price. The Customer Service Representative will confirm the Purchase with the Customer by telephone (the conversation may be recorded), by email and/or by electronic signature of a Transaction Notice.

The Client may request the Withdrawal of Crypto-assets purchased on an external Wallet, the communication of which (by email, from the Website or from the Mobile Application) is the sole responsibility of the Client. Withdrawal can be made concurrently with the Purchase within a maximum of 72 hours.

11. Sales Procedure

• 11.1 General provisions

To make a Sale, a Customer must have an open and validated Customer Account. A suspended or blocked Account cannot make a Sale.

During a Sale, the Customer provides the exact quantity of Crypto-asset to be sold ("QV Quantity") or the net amount in euros to be received in his bank account (the "Net Sale Amount"). Once one of the two values is set by the Client, the other is calculated by BIM FINANCE using the Price of the Crypto-asset sold. A Client cannot sell a QV Quantity greater than the Balance of their Crypto Account in question. The Customer is the sole decision-maker of his Sale, he is free to cancel his Sale before its validation.

The Customer must complete the bank account if its IBAN has not been previously provided by following the instructions provided on the Customer Account and by answering any additional security questions. BIM FINANCE may request the provision of proof for each IBAN.

For a Sale on the Website or on the Mobile Application, the procedure is described respectively on the Website or on the Mobile Application and the Price of the Crypto-asset is displayed to the Customer prior to its validation. The Customer has a period of time indicated on the Website or the Mobile Application to validate the Sale and finalize the transaction. Once validated, the Sale cannot be canceled. It may be canceled by BIM FINANCE in particular in the event of Technical Failure or Force Majeure.

The Net Amount of the Sale is subject to a minimum set by BIM FINANCE at the time of the Sale. These Sales Limits depend on the Customer Account data and its Transaction history. The Customer may request an increase in their Sales Limits directly from the Website, the Mobile Application, from a Customer Representative or Customer Service. The Compliance and Risk Management Department implements the necessary means to comply with the Customer's request and may request supporting documents and additional information in order to authorize the Sale (in particular a Customer Knowledge Questionnaire and supporting documents on the origin Crypto-assets when these were acquired outside BIM FINANCE).

Payment of the Net Amount of the Sale is made by bank transfer following the instructions provided by the Customer within a maximum period of 7 working days from the completion of the Sale by BIM FINANCE except in the event of Force Majeure or Technical Failure or fault attributable to the Customer. An invoice detailing the operation is sent to the Customer and available on request.

Throughout the Sale process and before it is validated by BIM FINANCE, BIM FINANCE reserves the right to ask a Client the origin of the Crypto-assets sold, their date of acquisition and the origin of the funds used for their acquisition. In the event of a response deemed unsatisfactory by the Compliance and Risk Management Department, BIM FINANCE will refuse the Sale and return the quantity of Crypto-assets received, if it was sent by the Client, without any compensation.

If BIM FINANCE were to cancel a Sale for any reason attributable to the Client although it has been validated by the Client, the Client will be re-credited in Crypto-asset after deduction of any losses possibly suffered by BIM FINANCE due to the difference of the Price of the Crypto-asset with the moment when BIM FINANCE carried out the Clearing of the Sale.

The Customer is solely responsible for communicating his bank details (IBAN). BIM FINANCE will in no way be held responsible for the consequences linked to the communication of incorrect information by the Client concerning their bank details. Confirmation of bank details may be required from 2FA, Connection Verification or any other means to ensure that the IBAN is that of the Customer.

If a Sale cannot be completed after a period of 360 days for a reason attributable to the Client, the quantity of Crypto-assets sent will be returned to the Client upon request, after deduction of the Intervention Fee of €20 increased by 10% per day from the 361st day.

11.2 Sales accompanied by a Customer Service Representative

The Customer must inform the Customer Service Representative of his Sales project before making his Deposit in order to validate that the Net Amount of the Sale does not exceed his Authorized Limit. The Customer Service Representative will be responsible for responding to

the Customer's requests in relation to the T&Cs and the rules established by the Compliance and Risk Management department.

The Customer contacts the Customer Service Representative by email or telephone to request the completion of a Sale. The Customer Service Representative supports the Customer in his procedures and, where applicable, communicates to him the analysis notes carried out by BIM FINANCE. The Customer is the sole decision-maker of his Sale, he is free to cancel his Sale before its validation. Any abuse by a Customer may be subject to the invoicing of Intervention Fees.

The Sale is made at an unguaranteed price, except for Special Conditions. The Customer Service Representative will confirm the Sale to the Customer by telephone (the conversation may be recorded), by email and/or by electronic signature of a Transaction Notice.

13. Conservation Service

• 13.1 Accessibility and validity period

The Conservation service is offered to all Customers with a validated, unblocked and unsuspended Customer Account and who can benefit from access to BIM FINANCE services via the Website or the Mobile Application.

The service is accessible from the Website, the Mobile Application or through a Customer Representative following a Purchase or making a Deposit (Crypto Account). It may require the implementation of 2FA, Connection Verification, as well as the provision of information prior to its use, such as the IBAN and BIC of the Customer's bank account or the provision of one or more Withdrawal addresses on the Client's External Wallet.

The Balance of a Client's Crypto Accounts is accessible at any time (except in the event of Technical Failure or Force Majeure) on the Website or the Mobile Application.

However, BIM FINANCE reserves the right to set a maximum limit on the value expressed in euros of Crypto-assets held by a Client and kept in their Crypto Account. If this threshold is exceeded, BIM FINANCE may require the Withdrawal of all or part of the Crypto-assets with a notice period of 30 days and may offer a solution better suited to the Client's needs or if the Crypto-assets are not removable.

13.2 Operation of the service and authorization given to BIM FINANCE

BIM FINANCE offers its Customers the opportunity to purchase or sell Crypto-assets in a Crypto Account specific to each type of Crypto-asset for which BIM FINANCE offers this service.

A Client's Crypto Account is a position holding account which reflects the Client's Balance per Crypto-asset. Access to its Crypto-assets is secured by the blockchain.

13.3 Commitments and absence of responsibilities of BIM FINANCE

BIM FINANCE undertakes to provide the means at its disposal to ensure the security of the Crypto-assets stored and the security and resilience of these IT systems. BIM FINANCE have the human and technical resources to operate the service.

BIM FINANCE can only be held responsible for attacks relating to its own IT systems over which it has control. It cannot therefore be held responsible for the consequences on Conservation or Removal due to (i) a Technical Failure, (ii) a case of Force Majeure, (iii) a breach of the Customer's security of any nature whatsoever. it is either a case of Kidnapping or a ransom demand relating to the Client or his relatives, cryptolocking (software ransom), (iv) a computer attack or malicious intent on the part of hackers or (v) a logical attack or a generic or non-generic virus affecting the Customer's computer, messaging system, telephone or IT resources, (vi) an error, negligence or a malicious act attributable to the Customer,

13.4 Managing Forks and Airdrops

BIM FINANCE is able to manage Forks only for certain Crypto-assets for which it offers a Withdrawal service. BIM FINANCE will make its best efforts to inform affected customers by email of the existence of a Fork. BIM FINANCE may encourage them to make a Withdrawal so that it can manage their own access to the rights resulting from the Fork.

In addition, to ensure the management of a Fork, BIM FINANCE will take into account the fact that:

- The new Crypto-asset(s) must be supported by the Custody system used without technical modification, and
- The new Crypto-asset(s) must be listed on a reference website (to date: coinmarketcap.com) among the top 20 market capitalizations.

BIM FINANCE cannot guarantee its Clients the fact of receiving or being credited to their Crypto Account with a certain quantity of one or new Crypto-assets resulting from the Fork of the Crypto-asset initially held at the time of recognition of the Fork.

Unless otherwise informed (email sent to Clients), BIM FINANCE does not manage Airdrops on Crypto-assets held in its Clients' Crypto Accounts.

14. Withdrawal and Deposit Procedure

Withdrawal and Deposit are offered for certain Crypto-assets to Customers with a validated, unblocked and unsuspended Customer Account and who can benefit from access to BIM FINANCE services through the Website or the Application mobile. These services are accessible from the Website or the Mobile Application and through a Customer Representative.

These services are subject to the same limits and conditions as the Conservation service defined above.

14.1 Deposit

The Deposit is not linked to a Purchase simultaneously made at BIM FINANCE and is the result of a separate operation. The Customer must nevertheless have made a Purchase or transmitted certain documents within a short period of time in order to be able to make or validate a Deposit.

Important – Customer Declaration:

The quantity of Crypto-assets deposited must come from a Wallet belonging to the Client. By accepting the T&Cs, the Client declares that the Crypto-assets deposited were acquired by him legally, that he is the full owner, that they are not the subject of a pledge and that they are not resulting from fraudulent activity, money laundering, any activity repressed by law and that they have not been entrusted to the Client by a third party likely to violate the same rules. The Customer acknowledges that he is entirely responsible for the consequences linked to a false, incomplete or erroneous declaration. BIM FINANCE will not be held responsible for any false, incomplete or erroneous declaration by the Client. At any time,

The Customer is warned that he must check the Deposit address on the Website or the Mobile Application prior to each deposit. The Client therefore undertakes to only use the address provided by BIM FINANCE for EACH Deposit because this may be different for each Deposit. BIM FINANCE may be required to regularly change addresses or adapt them for needs linked to Blockchain technology or to stop its Deposit offer for a given Crypto-asset. It is up to the Client, for each Deposit, to ensure that the BIM FINANCE address is active by sending it after creating a Deposit transaction on their Client Account. BIM FINANCE cannot be held responsible for sending Crypto-assets to a deactivated address if the Deposit operation has not been previously created on the Website,

The Client is solely responsible for the use of the address of the BIM FINANCE Wallet, communicated by BIM FINANCE for the Deposit. The Client must copy this address absolutely identically into their Wallet application allowing the sending of the quantity of Crypto-actives following the instructions indicated by BIM FINANCE from the Website or the Mobile Application. BIM FINANCE cannot under any circumstances be held responsible for damage caused by a Wallet address error attributable to the Client.

14.2. Online procedure

The Deposit procedure is explained on the Website or Mobile Application. Upon receipt of a quantity of Crypto-active by BIM FINANCE, the Compliance and Risk Management Department reserves the right to block and refuse the Deposit for a period of 10 working days maximum. In the event of refusal, the Deposit is returned to the Client within a maximum period of 7 working days after deduction of Withdrawal Fees and any Intervention Fees and Conservation Fees.

14.2.2 Procedure via a Customer Representative

Remotely and for authorized Customer Accounts, the Customer Service Representative communicates by email the Deposit address or the corresponding QR-code, or displays the QR-code to the customer. The operation is confirmed by email.

14.3 Withdrawal

The Client is authorized to withdraw at any time all or part of the quantity of a given Crypto-asset held in his Crypto Account opened with BIM FINANCE, as long as his Client Account is validated, not blocked and not suspended and BIM FINANCE offers the Withdrawal of this Crypto-asset. The Customer wishing to delete his account must set his Crypto-asset Balance to zero (0) so that BIM FINANCE can satisfy his request. If the Balance is less than the minimum Withdrawal or Sale amount, the Client must expressly waive the Withdrawal or Sale of funds held in their Crypto Account. In the absence of waiver, BIM FINANCE will charge 20 euros including tax to the Client payable by bank transfer or credit card to carry out the Withdrawal and close the Client Account.

Important – Securing the Withdrawal:

Prior to any Withdrawal operation, BIM FINANCE may ask the Client to activate 2FA on their Client Account or carry out a Connection Verification.

In order to guarantee greater security, BIM FINANCE recommends and may require the Client that Withdrawals are subject to daily and/or weekly Limits. The Customer may lift their

Limits by following the procedure communicated by Customer Service or a Customer Representative. The purpose of the procedure will be to verify that the Customer is completely secure and that he is indeed the originator of the Withdrawal from a Withdrawal address that he has validated.

15. Paid accounts

Certain types of Customer Account allow their holder to access support services, which are described on the Website, the Mobile Application and in BIM FINANCE's commercial documentation.

16. Cancellation of a Service and dispute period.

16.1 By the Customer

The Customer may cancel as of right:

- Prior to validating a Transaction, making a Deposit or validating a Withdrawal request;
- A Purchase if its corresponding Crypto Account has not been credited within a reasonable time;
- A Sale if its bank account has not been credited within a reasonable time;

The Client must, within 7 calendar days after payment of the amount linked to his Transaction, making the Deposit, confirming the Withdrawal or Withdrawal of Crypto-assets, querying his Balance, his Crypto Account, contesting the Service or reporting a problem as described in article 8.8. Beyond this period, BIM FINANCE cannot be held responsible for the consequences linked to a problem with a Service.

16.2 By BIM FINANCE

A Transaction may be canceled automatically and without notice by BIM FINANCE in the event of violation of the provisions of the T&Cs, and in particular in the event of:

- Legitimate suspicion of BIM FINANCE regarding the true identity or the means of payment of the Client;

- Non-compliance by the Customer with the provisions on means of payment provided for in Article 17;
- Absence of responses by the Client within a maximum period of 7 days to questions and requests from the BIM FINANCE Compliance and Risk Management department;
- Aggressive, criminal behavior, or threats made by a Client during communications with BIM FINANCE.

In the event of cancellation of a Transaction for one of these reasons, BIM FINANCE will reimburse the Client on the basis of either the Price of the Crypto-asset used for the Transaction, or the Price of the Crypto-asset corresponding to the reimbursement date at the choice of BIM FINANCE. BIM FINANCE may invoice Intervention Fees and deduct any losses caused.

A Transaction may be canceled automatically and without notice by BIM FINANCE, without possibility of reimbursement, in the event of violation of the T&Cs and in particular in the event of:

- Non-payment of the Gross Purchase Amount by the Customer;
- Provision of incorrect Withdrawal address by the Customer in the event of Withdrawal;
- Non-transfer or erroneous transfer by the Client of the nature and quantity of Crypto-asset to a Wallet held by BIM FINANCE in the event of a Deposit.

17. Payment terms and methods

BIM FINANCE reserves the right at any time and without notice to modify the means of payment accepted on its Website, its remote mobile Application and in particular the type and issuing country of bank cards authorized for a Transaction.

The Customer expressly undertakes to use as a means of payment:

- The Customer must have sufficient funds to complete their Purchase. Bank cards considered as anonymous electronic means of payment are not authorized;
- Bank transfer from a bank account in their exact name, or in their own and that of their spouse, partner or Civil Solidarity Pact partner if their family situation justifies it.

Customers with a legal entity Customer Account must use the bank card and bank account of the legal entity and not those of a natural person, and vice versa.

All Transactions paid by credit card on the Website or the Mobile Application must be secured by the “3D secure” system allowing online security.

The use of a VPN by the Customer may block Purchases by credit card on the Website or the Mobile Application due to the restrictions of the payment provider and BIM FINANCE. The Customer is therefore asked not to use a VPN.

BIM FINANCE cannot be responsible for the consequences of a failure during a Purchase due to the use of the VPN by a Customer. The Customer acknowledges having read and accepted the general conditions of use of the payment service of the payment provider used for payments by bank card.

BIM FINANCE reserves the right to verify the personal data communicated by the Client and to adopt all measures deemed necessary to verify the identity of the Client whose bank account is debited. This verification may take the form, in addition to verifying the identity and/or address of the Customer, of a request for communication of all banking documents such as an IBAN prior to validation of the Transaction.

BIM FINANCE cannot be held responsible for the consequences:

- A defect in the Client's means of payment and/or the payment system attributable to the Client or its bank and/or the means of payment provider used by BIM FINANCE;
- The time limit for returning funds to Customers' bank accounts in the event of refusal or cancellation of the Purchase by the Customer, by BIM FINANCE or by the payment providers used;
- The time limit for receipt of bank transfers to the Client's account or to the BIM FINANCE Bank Account.

18. Tax return

BIM FINANCE does not carry out tax declarations on behalf of its Clients. It is up to the Clients to declare their capital gains and to carry out all the necessary and obligatory steps linked to the payment of their taxes according to the legislation in force.

19. Liability and Disclaimer

TO THE EXTENT PERMITTED BY LAW, BIM FINANCE DISCLAIMS ANY LIABILITY FOR LOSS OF PROFITS, REVENUE, VALUE, PROFITS OR DATA, OR DIRECT IMMATERIAL AND INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED BY THE CUSTOMER OR A THIRD PARTY.

BIM FINANCE's liability towards the Client cannot be incurred in the event of non-execution or poor execution of the T&Cs due to the Client, fraud, negligence or error attributable to the Client, due to the occurrence of a case of Force Majeure, in the event of Technical Failure or in the event of one or more events provided for in articles 10, 11, 12, 13.3, 13.4, 13.5, 14, 16 and 17 or the actions of third parties.

The Customer is solely responsible for the choices he makes when using the Services. The advice which, in the context of the use of certain Services, may be given by the Customer Representative or any Personnel or the analysis notes which may be issued by BIM FINANCE cannot engage the liability of BIM FINANCE except in the event of heavy mistake.

The Client is duly warned of the risks surrounding the Services and the Crypto-assets. In this context, BIM FINANCE cannot be responsible for:

- The stability of the Price of Crypto-assets due to their high volatility;
- The loss, theft or disclosure to a third party, voluntarily or involuntarily, of their 2FA or their connection identifiers or password;
- A cyberattack, a computer virus, malware, a breakdown, theft, loss or failure of their phone or computer device blocking access to their Customer Account or leading to it being allowed. access to a third party;
- Burglary, theft, extortion, violence, blackmail, fraud, manipulation of a person, abuse of weakness, or any other criminal offenses suffered by the Client and which may have resulted in the loss of Crypto-assets or the provision of Services not desired by the Client ;
- Loss or theft of Crypto-assets in any way whatsoever after their Withdrawal from the public address indicated by the Client;
- Illicit use of Crypto-assets purchased through the Services.

BIM FINANCE strives, as far as possible, to keep the Site accessible 7 days a week and 24 hours a day. However, use of the Site may be temporarily suspended, due to technical maintenance operations, migration or updates, due to breakdowns or constraints linked to the operation of the Internet or the communication networks used.

The networks on which the data circulates have various characteristics and capacities and are likely to be saturated at certain times of the day, which is likely to affect their download times as well as their accessibility. BIM FINANCE cannot be held liable due to a malfunction or inability to access the Site attributable to third parties or to the Client, to congestion on the Internet network, to unsuitable equipment from the Client, to an operation of maintenance or updating of the Site or any other circumstance unrelated to BIM FINANCE or in the event of Force Majeure. In particular, BIM FINANCE cannot incur the slightest responsibility for any financial consequences that could result from the inability of a Client to access the Website,

21. Cancellation clause

Cancellation relating to the execution of a Service by BIM FINANCE or the deletion of a Customer Account by BIM FINANCE will be pronounced upon receipt by the Customer of an email to the address of the Customer Account from BIM FINANCE and will be acquired automatically without any further formality, in particular legal, in the event of failure by the Customer to comply with one or more stipulations of these T&Cs or with one of the documents, whatever the medium, to which the T&Cs refer and in particular those mentioned on the Website or Mobile Application.

22. Face-to-face meeting with a Customer

Service Representative

With some exceptions, BIM FINANCE offices are not open to the public. However, in the case of carrying out certain Services, Customers with a specific Account may have a face-to-face meeting with a Customer Representative in the BIM FINANCE offices or in any other location decided by mutual agreement. between BIM FINANCE and the Client.

BIM FINANCE reserves the right to take legal action and seek damages for any harm of any nature whatsoever to any person or entity which makes threats against its Personnel or manager of BIM FINANCE or its affiliates, would damage its systems or offices.

23. Intellectual property, trademarks and photographs

The Website, the Mobile Application, the brands BIM FINANCE, BIM, and the elements reproduced on the Website or the Mobile Application of BIM FINANCE consisting in particular of photographs, visuals, texts, works, illustrations, drawings, logos and images, are and remain the exclusive property of BIM FINANCE and are protected by copyright, trademark law and/or patent law. Any use, reproduction and/or distribution of these elements, without prior written authorization from BIM FINANCE exposes offenders to legal proceedings.

Consequently, the Client undertakes not to reproduce, represent, extract and use in any way all or part of the brands, logos, of the BIM FINANCE Site.

All photographs present on the Website or the Mobile Application, particularly in illustration of products, are non-contractual photographs and communicated for illustrative and example purposes only.

It is strictly prohibited to record on computer media, photograph or film the offices, its Staff and the Clients without the express agreement of the general management of BIM FINANCE.

24. Personal Data and Confidentiality

BIM FINANCE undertakes to do everything possible to ensure the security and confidentiality of personal data in accordance with the legal and regulatory provisions in force.

BIM FINANCE undertakes to ensure that only authorized Personnel are authorized to access the Client's personal data. Access to the premises and servers on which the data is collected, processed and archived is strictly limited. Appropriate technical and organizational measures have been taken to prohibit access to any unauthorized person.

The Client is informed when opening their Account and in these T&Cs that BIM FINANCE collects and processes personal data concerning them in an automated manner. More generally, the Client consents to the application of BIM FINANCE's Confidentiality Policy. The collection and processing of personal data carried out by BIM FINANCE in its capacity as data controller within the meaning of regulation no. 2016/679 known as the General Data Protection Regulation is necessary for the opening of a Customer Account and the performance of the Services, the creation of customer files, the proper administration of commercial relations between Customers and BIM FINANCE and make it possible to

improve the customer experience and/or make it possible to personalize the customer experience.

The Customer has at any time a right of access, modification, rectification and opposition for legitimate reasons, as well as his right to limit the processing or portability of personal data concerning him that he can exercise by writing directly under signature and attaching a copy of their identity document, to: BIM FINANCE Compliance and Data Management Department / whose head office is 12 RUE DE LA PART DIEU 69003 LYON 3EME

The Client has the right to formulate directives relating to the fate of his personal data after his death which can be sent to the address indicated above.

The Customer's personal data is kept for the longest period necessary to comply with applicable legal and regulatory provisions.

The majority of information is kept for a minimum period of 5 years in accordance with legal and regulatory obligations linked to the fight against money laundering and the financing of terrorism.

In the event of a dispute linked to the use of his data by BIM FINANCE, the Client is informed that he can contact the National Commission for Information Technology and Liberties.

25. Customer service

For any information or questions, BIM FINANCE Customer Service can be reached:

- By email to contact@bim.finance
- or <https://bim.finance/fr/contact>;
- By post to BIM FINANCE, Customer Service, 12 RUE DE LA PART DIEU 69003
LYON 3EME

26. Litigation – Mediation

In the event of a dispute between a Client and BIM FINANCE, the Client must inform customer service using the contact details indicated in article 23 above, taking care to specify their contact details and provide all information to BIM FINANCE to enable it to assess the origin and impact of the protest.

If the dispute persists, the Customer may contact the online dispute resolution service of the European Commission at the following

address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.

BIM FINANCE does not have an internal mediation service. However, there is a mediator at the AMF: AMF Mediator – Ms. Marielle Cohen-Branche – 17, place de la Bourse – 75082 Paris Cedex 02. The AMF Mediator | AMF (amf-france.org)

27. Non-waiver

The fact that BIM FINANCE does not avail itself, at one time or another, of any of the provisions of these T&Cs, cannot be interpreted as a waiver by BIM FINANCE to subsequently avail itself of any of the said T&Cs as cannot be considered as a modification of the T&Cs.

28. Territorial jurisdiction and applicable law

These T&Cs are subject to French law.

In the event of a dispute, the Client is invited to make a complaint in accordance with article 25. No action may be taken against BIM FINANCE without formal notice by registered letter with acknowledgment of receipt. been addressed in advance.

Unless otherwise provided by law, all disputes to which the Services concluded in application of these T&Cs could give rise, concerning their validity, their interpretation, their execution, their termination, their consequences and their consequences, will be submitted to the competent courts within the jurisdiction of the Paris Court of Appeal.

29. Administrative information

BIM FINANCE mission company, with capital of €200,000, with identification number 953 772 050 RCS Lyon and CE VAT identifier: FR74953772050, whose head office is 12 RUE DE LA PART DIEU 69003 LYON 3EME

