GENERAL TERMS FOR USERS

Article 1

Subject matter and application

These General Terms for the use of Kriptomat devices (hereinafter: the Terms) regulate the rights, obligations and responsibilities between Bitblock d.o.o., Ilica 71, 10000 Zagreb, OIB 10607405244 (hereinafter: the Company) and the natural person who uses the service of buying or selling crypto-assets through self-service devices owned by the Company (hereinafter: the User).

The Company provides the service exclusively for cash funds and does not enable payments through bank accounts, payment cards or other non-cash payment instruments.

The Company provides the services under the Kriptomat/Kriptomat ATM brand through devices marked with the name Kriptomat. Kriptomat is not a separate legal entity, but a business name/brand managed by the Company, as is the website kriptomat.hr.

The Company's official contact details are:

website www.kriptomat.hr

e-mail: info@bitblock.hr

telephone: +385 95 5555 222 and +385 95 5555 321.

These Terms apply to each individual transaction initiated by the User through a Kriptomat device. Before starting to use the service, the General Terms of Use, Privacy Policy and Risk Warning are displayed to the User on the device. By accepting the General Terms, the User may continue to use the device for the purpose of receiving the crypto-asset exchange service (buying/selling). After the necessary identification steps have been completed, the data necessary for executing the transaction have been entered and the General Terms have been accepted, the User is shown an offer for the specific transaction containing all material elements of the transaction. Execution of the transaction (sending crypto-assets or paying out cash) constitutes performance of the contract already concluded.

The material elements of the transaction are:

- the type of crypto-asset,
- the cash amount,
- the applied exchange rate,
- the amount of the fixed fee,
- the amount of the margin expressed as a percentage and in euros,
- the quantity of crypto-assets being bought or sold,
- the crypto-wallet address,
- the total amount paid or received by the User.

Before confirming a specific transaction, the User is shown all material elements of the offer for the desired transaction, including the type of crypto-asset, transaction amount, applicable exchange rate, fees, margin, quantity of crypto-assets and other relevant data.

By accepting the General Terms, a contract is concluded between the Company and the User for the provision of the service.

By confirming the offered transaction terms, the User also confirms that, before entering into the contractual relationship, the User accepted and became familiar with these Terms, the Privacy Policy, the Risk Warning and other information made available by the Company before using the service.

These Terms are available to the User on the Kriptomat device and on the Company's website.

Before starting to use the service, in addition to the General Terms, the User also gives consent to the contractual documentation consisting of the Privacy Policy and Risk Notice available on the device.

The Company also publishes other information and documents relevant to users on its website, including the Cookie Policy, Conflict of Interest Statement, Information on the environmental impacts of crypto-assets, Pricing Methodology, Commercial Policy https://kriptomat.hr/pravna-pitanja/ and Notice on submitting complaints https://kriptomat.hr/podnosenje-prigovora/.

Article 2

Regulatory status and nature of the service

The Company provides the service of exchanging crypto-assets for funds through self-service devices (Kriptomats), in accordance with the applicable regulations governing the Company's business.

The Company is not a credit institution, investment firm or payment service provider.

Funds paid in for the purpose of buying crypto-assets do not constitute a deposit, are not covered by a deposit guarantee scheme and do not bear interest.

The Company does not provide investment advice or give individual recommendations regarding investments in crypto-assets.

The Company does not provide long-term crypto-asset custody services and does not manage Users' private cryptographic keys.

The Company acts honestly, fairly and professionally and in the best interests of its clients and potential clients.

All information provided by the Company, including information on the website, Kriptomat devices and in promotional materials, is fair, clear and not misleading.

Promotional materials are clearly marked as such.

Article 3

Types of clients with whom the Company does/does not do business

The Kriptomat device service is available exclusively to adults.

By confirming a transaction, the User confirms that the User is at least 18 years old.

In addition to the age requirement, the User must also meet the other eligibility conditions prescribed by the Company's Commercial Policy, available on the Company's website https://kriptomat.hr/pravna-pitanja/, including successful identification and identity verification, an acceptable risk level and the absence of circumstances due to which the Company does not do business with a certain category of persons.https://kriptomat.hr/pravna-pitanja/

The Company provides the service of exchanging crypto-assets for funds exclusively to natural persons who meet all of the following conditions:

- they are at least 18 years old,
- they are residents of the Republic of Croatia,
- they are currently located in the territory of the Republic of Croatia,
- they physically access the service in the territory of the Republic of Croatia,
- they have successfully completed identification and identity verification in accordance with anti-money laundering and counter-terrorist financing regulations,
- they have an acceptable risk level in accordance with the Company's internal rules,

Users with whom the Company does not do business

The Company will not provide services to the following categories of persons:

- legal persons,
- minors,
- politically exposed persons (PEPs),
- persons on international and national sanctions lists,
- persons who refuse or are unable to meet identification and verification requirements.

Article 4

Lawful use of the service

The User undertakes to use the Kriptomat device exclusively in accordance with applicable regulations and to refrain from using the service for unlawful purposes.

Article 5

Business model

The Company operates under an OTC (over-the-counter) model and acts on its own account.

The Company earns a fee through a market margin included in the transaction price shown to the User before transaction confirmation. The price shown to the User before transaction confirmation is deemed to be the Company's final offer for the relevant transaction.

The price is formed in accordance with the Company's internal methodology, which takes into account market data available at the time of transaction confirmation, acquisition costs, operating costs and liquidity management.

A more detailed description of the pricing method, including the margin, fixed fee and other pricing elements, is available in the Pricing Methodology document published on the Company's website, https://kriptomat.hr/pravna-pitanja/

The Company acts transparently and professionally and applies internal compliance and risk management policies.

Before confirming a purchase transaction, all material elements of the transaction are displayed to the User on the screen of the Kriptomat device: the cash amount, fixed fee, margin amount as a percentage and in euros, final exchange price, calculation of the crypto-asset amount and crypto-wallet address. The data displayed on the device screen at the time of confirmation are deemed authoritative for the specific transaction.

Before the final confirmation of a sale transaction, the device prints a receipt for the User containing all material elements of the transaction, including the cash amount, fixed fee, margin amount as a percentage, final exchange price, calculation of the crypto-asset amount and crypto-wallet address.

Article 6

Procedure for buying crypto-assets

Before the transaction starts, the User enters a mobile phone number and confirms access by entering a one-time SMS code that the Company sends to the entered mobile phone number. This procedure is used for user identification, technical confirmation of the transaction and communication with the User.

When buying crypto-assets, the exchange rate and transaction calculation are displayed on the device screen and may be updated while banknotes are being inserted. Each banknote is inserted individually, and the total inserted amount, applied exchange rate, quantity of crypto-assets and total transaction price are displayed to the User on the screen. The automatic update of the price (exchange rate) takes place every 60 seconds, which also results in the update of all elements constituting the offer to buy crypto-assets, which is valid for 60 seconds. The offer and order become final at the moment the offer is accepted.

The User cannot partially withdraw after inserting funds, but may either accept the transaction in full or withdraw from the transaction before final confirmation. Consequently, the User has no possibility of partial withdrawal; if the User inserts a higher cash amount than planned, the transaction must be cancelled in full and a new transaction in the desired cash amount must be started.

The offer and purchase price become final at the moment when the User confirms the transaction after all material elements of the transaction have been displayed on the Kriptomat screen within 60 seconds.

If the User enters an amount that does not correspond to the desired transaction amount and withdraws from the transaction before final confirmation, the User may request a refund by contacting the Company's customer support by e-mail or by the telephone contact published on the Company's website and on the Kriptomat device.

When submitting a refund request, the User must provide the data necessary to identify the transaction, including the phone number used during the transaction, the device location, the date and approximate time of the transaction, the TX ID (internal transaction number) and the transaction amount.

The User must submit the refund request without undue delay from the moment the event that caused the need for a refund occurred.

After receiving the request, the Company verifies the transaction data and records and arranges the refund to the User.

The Company may additionally, based on the available data on an unconfirmed or interrupted transaction, contact the User on its own initiative in order to carry out the refund procedure.

Before the offer is confirmed, the system displays the amount of crypto-assets to be delivered, the applied exchange rate and the total transaction price. When the User confirms the transaction, the User also accepts the offer; the offer is fixed and remains valid until the transaction is executed.

The User must enter the User's own crypto-wallet address to which the purchased crypto-assets are to be received.

The User is responsible for the accuracy and correctness of the entered crypto address. The Company is not liable for transactions executed to an incorrect or wrongly entered address. The User is aware that transactions on blockchain networks are irreversible and that the Company has no possibility to revoke or modify the transaction.

The User's purchase order is considered final at the moment when the User, after all material elements of the transaction have been displayed, accepts the Company's offer, which in the purchase process lasts for 60 seconds. From that moment, the Company starts executing the transaction and revocation of the order is not possible, unless the system automatically rejects the transaction for technical, security or regulatory reasons.

After the data have been confirmed and the cash payment has been made, the Company sends the corresponding amount of crypto-assets to the entered crypto address.

The transaction is considered executed at the moment when the Company initiates the transfer of crypto-assets by sending the corresponding transaction to the blockchain network to the crypto-wallet address specified by the User.

After the transaction is confirmed, a receipt for the executed transaction is printed for the User, containing all transaction data.

The User may monitor the status of the transaction through the User's own crypto wallet or by checking the crypto-wallet address and transaction data through publicly available blockchain explorers and other available services for viewing blockchain transactions.

In addition, the User may check the status of the transaction by contacting the Company's customer support.

The time required for recording and confirming the transaction on the blockchain network depends on the type of crypto-asset, the load on the blockchain network and the rules of the particular network.

The usual transaction confirmation time ranges from a few minutes to approximately one hour, while in exceptional cases of increased network load it may be longer.

From that moment, all risks related to the crypto-assets pass to the User.

Article 7

Procedure for selling crypto-assets

Before the transaction starts, the User enters a mobile phone number and confirms access by entering a one-time SMS code that the Company sends to the entered mobile phone number. This procedure is used for user identification, technical confirmation of the transaction and communication with the User.

The sale of crypto-assets is carried out in such a way that the User initiates the transaction, after which the system displays on the screen of the Kriptomat device the cash amount to be paid out, the quantity of crypto-assets to be sent and the fixed fee amount.

After confirming the offered terms, an initial receipt (offer) is issued to the User, containing detailed transaction data and instructions for transferring crypto-assets. The offer is valid for 20 (twenty) minutes from the time of issue, and the sale order is final upon confirmation of the offer, which is valid for 20 minutes.

The User must send the corresponding amount of crypto-assets within the stated period to the address generated by the Company for execution of the specific transaction.

If the User does not send the crypto-assets within the validity period of the offer, the transaction is considered invalid and the User receives a notification that the offer has expired and that the crypto-assets should not be sent to the stated address.

After the User sends the crypto-assets to the Company's address, the Company notifies the User by SMS that the User's transaction is incoming and that the User will be notified when the transaction is ready for payout.
After the crypto-assets have been received and a sufficient number of confirmations has been obtained on the relevant blockchain network, the Company sends the User an SMS notification that the conditions for cash payout at the Kriptomat device have been met.

The time required to receive the necessary number of confirmations depends on the type of crypto-asset, the load on the blockchain network and the rules of the particular network.
The Company cannot influence the speed of confirmation of transactions on the blockchain network and does not determine the maximum time required to receive the necessary number of confirmations.
The usual confirmation time ranges from a few minutes to one hour, but it may be longer in the event of increased network activity.
After receiving the SMS notification, the User may proceed to collect the cash.

The Company prescribes the period within which the User must collect the approved funds, and the User may access the payout within 12 hours after receiving the notification of the approved payout.

After the cash payout has been made, a final receipt for the executed transaction is issued to the User.

The transaction is considered executed at the moment cash is paid out to the User.

Situation where there is insufficient cash in the device

Insufficient cash in the device

If, at the time of transaction execution, the Kriptomat device does not have sufficient cash funds for payout, the device:

- will not allow the transaction to be completed, meaning that the client will not be able to confirm the transaction

Article 8

Irrevocability and transfer of risk

Transactions executed on a blockchain network are irreversible.

Once the crypto-assets have been sent to the blockchain network to the address entered by the User, the Company has no technical possibility to revoke or modify the transaction.

The User bears full responsibility for the accuracy of the crypto-wallet address entered and for the security of access to the User's own crypto wallet.

In the event of an incorrectly entered address or loss of access to private keys, the Company is not liable for any resulting damage.

Article 9

Price formation and volatility

The price of crypto-assets is determined according to market data available at the time of transaction confirmation.

The crypto-asset market is subject to significant fluctuations, and the value may rise or fall sharply.

By confirming the transaction, the User accepts the displayed price as final and binding.

The price is formed in accordance with the Company's OTC business model pursuant to Article 5 of these General Terms, whereby the Company acts as the counterparty to the transaction. The detailed method of price formation, including the application of the margin, fixed fee and market reference data, is regulated by the Pricing Methodology.

Article 10

Limits and regulatory compliance

The Company applies transaction limits in accordance with internal rules and applicable regulations.

Level	Limit	User obligation
I	up to EUR 995.00 within 30 days	Mobile phone number, SMS code entry and crypto-wallet address, statement on political exposure, acceptance of the general terms
II	up to EUR 9,995.00 within 24 hours	Level I, identification, due diligence questionnaire, additional documentation at the Company's discretion (source of funds)

The transaction limit for an individual transaction is EUR 9,995.00.

The Company may refuse or temporarily suspend execution of a transaction if this is necessary for compliance with regulatory obligations, prevention of misuse or protection of the system.

If the User reaches or exceeds thresholds that require additional identification, due diligence or the submission of additional data and documentation, the Company may temporarily restrict or refuse execution of transactions until the necessary checks have been completed.

In such cases, the Company will act proportionately and in accordance with the law.

Article 11

Anti-money laundering

The Company carries out identification and due diligence of the User in accordance with applicable anti-money laundering and counter-terrorist financing regulations.

Identification and identity verification are carried out when prescribed by applicable regulations, the Company's internal acts, the User's risk level or the amount and pattern of the transaction.

The User must provide accurate, complete and authentic data and documentation. If the User does not provide the requested data or documentation, the Company may refuse to execute the transaction.

The Company may request additional information or documentation and, where necessary, refuse to execute the transaction.

Article 12

Risks related to crypto-assets

The User is aware that investing in crypto-assets carries a high degree of risk, including the possibility of a total loss of the invested funds.

The value of crypto-assets depends on market movements and may vary significantly over a short period of time.

Blockchain networks may be subject to technical difficulties, delays or congestion.

Before executing the transaction, the User is expressly warned that:

The value of crypto-assets may fluctuate significantly and rapidly, and there is a risk of total loss of the invested funds.

Crypto-assets are not covered by a deposit guarantee scheme or an investor protection scheme.

Transactions on a blockchain network are irreversible.

The security of crypto-assets depends on the protection of the User's private keys and digital wallets.

The regulatory framework for crypto-assets may change.

Technical difficulties of the blockchain network may cause delays.

The Company does not guarantee any increase in value or future returns.

By confirming the transaction, the User declares that the User understands the stated risks.

The detailed Risk Notice forms an integral part of these Terms.

Article 13

Liability

The Company is not liable for market losses resulting from changes in the value of crypto-assets.

The Company is not liable for damage caused by the User's incorrect entry of data.

The limitation of liability does not apply in cases of intent or gross negligence by the Company.

The Company is not liable for indirect or consequential damage, including any lost profit, unless such liability is expressly prescribed by law.

Article 14

Tax obligations

The User is independently responsible for fulfilling all tax obligations that may arise from executed transactions.

The Company does not provide tax advice and is not liable for the tax consequences of transactions.

Article 15

Complaint procedure

The Company has established a procedure for receiving and resolving client complaints in accordance with the internal act Rules on Managing User Complaints.

Clients may submit a complaint to the Company free of charge, and information on how to submit complaints is available:

- on the Company's website in the section 'Notice on submitting complaints'

A Notice on the possibility of submitting complaints free of charge is published on the Company's website and contains information on:

- ways of submitting a complaint
- the data required for submitting a complaint
- the deadlines for the Company's response
- the Company's contact details.
- the complaint submission form

The User may submit a complaint in writing or by e-mail.

The Company will respond to the complaint within 15 days from the date of receipt, in accordance with applicable regulations.

Article 16

White papers for crypto-assets

1. The Company ensures access to white papers for crypto-assets in relation to which it provides the exchange service, in accordance with Article 66(3) of Regulation (EU) 2023/1114 on markets in crypto-assets (MiCA).
2. A list of crypto-assets available through the Company's Kriptomat devices is published on the Company's website.
3. For each crypto-asset referred to in paragraph 2 of this Article, a link to the relevant white paper of the crypto-asset issuer is published or, where applicable, to other relevant information published by the issuers or offerors of that crypto-asset.
4. Clients are enabled, before executing a transaction, to become familiar with relevant information about each crypto-asset through links available on the Company's website.
5. By using the Company's services, the client confirms that the client is aware that information about crypto-assets, including white papers, is available through the Company's website and that the client had the opportunity to become familiar with that information before executing the transaction.

Article 17

Right of unilateral termination

The contractual relationship between the Company and the User arises at the moment of confirmation of an individual transaction and relates exclusively to that transaction.

The User may withdraw from the transaction at any time before its confirmation.

After the transaction has been confirmed and executed, the contract is deemed performed and unilateral termination is not possible due to the irreversibility of blockchain transactions.

After final confirmation and execution of the transaction, the transaction cannot be unilaterally revoked or terminated due to the nature of blockchain transactions, their irreversibility and the fact that the contract relates to an individual immediately executable transaction.

Article 18

Frequency of filling/emptying

Kriptomat devices are emptied and filled regularly, depending on the traffic of each location, at least once a week and more often if necessary.

The cash balance is continuously monitored through the remote monitoring system.

Article 19

Force majeure

The Company is not liable for non-performance or delay in performance of obligations caused by circumstances beyond its reasonable control, including technical interruptions of infrastructure, system unavailability, regulatory prohibitions or disruptions of the blockchain network.

Article 20

Client obligations

The User must:

- provide accurate, complete and truthful data,
- use the User's own crypto wallet,
- ensure the accuracy of the entered crypto-wallet address,
- use the service exclusively for the User's own account and for lawful purposes,
- act in accordance with anti-money laundering and counter-terrorist financing regulations,
- provide additional data and documentation when requested by the Company for the purposes of identification, due diligence, assessment of the source of funds or risk assessment,

- not use the service to circumvent limits, conceal identity, conceal the origin of funds or conduct transactions for the account of third parties

all in accordance with Articles 10 and 11 of these General Terms

Article 21

Transaction records

The Company keeps transaction records and technical logs of the Kriptomat device system.

Such records and logs are considered relevant evidence of the course and content of an executed transaction in the event of a complaint or dispute, unless proven otherwise.

Article 22

Amendments to the Terms

The Company reserves the right to amend these Terms in order to align them with applicable regulations, regulatory requirements, changes in business processes or other justified business reasons.

Amendments to the General Terms are published on the Company's website at least 8 days before they enter into force.

On the date of entry into force, the amended General Terms also become available through the Kriptomat devices.

The amended General Terms apply exclusively to transactions confirmed by the User after their entry into force.

By using the service after the amended General Terms enter into force, the User confirms that the User is familiar with their content and accepts them.

Article 23

Governing law and jurisdiction

These Terms are governed by the law of the Republic of Croatia.

Disputes are subject to the jurisdiction of the court according to the consumer's residence, in accordance with applicable regulations.

These General Terms are published in Croatian and English. The Croatian version shall prevail in the event of differences in interpretation.

Risk Notice related to crypto-assets and the use of the Company's services

This Risk Notice forms an integral part of the Company's General Terms of Business and supplements the provisions of Article 12 of the General Terms of Business relating to risks associated with crypto-assets and the use of the Company's services.

Crypto-assets constitute a high-risk type of digital asset. Before using the Company's services and executing transactions through Kriptomat devices, clients must become familiar with the nature and risks associated with crypto-assets. The most important risks that may affect the value of crypto-assets and the execution of transactions are listed below.

1. Market risk
The value of crypto-assets is subject to significant and frequent price changes. The price of crypto-assets may rise or fall sharply within a very short period of time, which may result in a partial or total loss of invested funds.

2. Liquidity risk
In certain market conditions, reduced liquidity may occur in the crypto-asset market. This may make it difficult or temporarily impossible to buy or sell a particular crypto-asset at the expected market price.

3. Technological risk
Crypto-assets and blockchain technology depend on IT systems, networks and software. There is a possibility of technical difficulties, system failure, network interruption, software errors or cyber-attacks that may temporarily prevent execution of a transaction or access to certain services.

4. Regulatory risk
The regulatory framework applicable to crypto-assets may change. Changes in laws, by-laws or regulatory requirements at the national or European level may affect the availability, use or trading of a particular crypto-asset.

5. Operational risk
Operational risk includes the possibility of errors in the process of executing a transaction, including human error, technical malfunction of a device, interruption of communication systems or other unforeseen operational events.

6. Risk of transaction irreversibility
Transactions executed on blockchain networks are irreversible. Once a transaction has been confirmed on the network, it cannot be cancelled or modified. The client is responsible for the accuracy of the data entered when executing the transaction, including the crypto-wallet address.

7. Risk of loss of access to crypto-assets
Crypto-assets are stored in crypto wallets managed by the client. In the event of loss of access credentials, private keys or the seed phrase, there is a possibility of permanent loss of access to the crypto-assets. The Company does not manage clients' crypto wallets and does not have access to their private keys.

8. Risk related to network fees and network congestion
The transaction confirmation time and the amount of network fees depend on the load on the blockchain network. During periods of increased network activity, transactions may be processed more slowly and network fees may be higher.

9. Risk of fraud and misuse

Various types of fraud are present in the crypto-asset market, including fake investment offers, fake platforms and social engineering attempts. Clients should be particularly cautious when communicating with third parties who offer advice or request transfers of funds.

10. Risk related to crypto-asset issuers

The Company is not the issuer of crypto-assets and does not control projects associated with particular crypto-assets. The value and functionality of a particular crypto-asset may depend on the activities, decisions or success of the issuer or development community.

By using the Company's services, the client confirms that the client is familiar with the stated risks and that all crypto-asset transactions are executed at the client's own responsibility.

By accepting these General Terms, the User declares that the User is over 18 years of age and bears full responsibility for the truthfulness of the data provided.

Date of last update: 01.07.2026