

GENERAL TERMS AND CONDITIONS FOR USERS

Article 1.

Subject matter and application

These General Terms and Conditions of Use of the Kriptomat device (hereinafter: the Terms) govern the rights, obligations and responsibilities between the company 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 via self-service devices owned by the Company (hereinafter: the User).

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

The Company provides the services under the brand Kriptomat/Kriptomat ATM via devices bearing the name Kriptomat. Kriptomat is not a separate legal person, but a business name/brand managed by the Company, as is the website kriptomat.hr

The official contact details of the Company 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 via the Kriptomat device. Before starting to use the service, the General Terms and Conditions of Use, the Privacy Rules and the Risk Warning are displayed to the User on the device. Upon acceptance of the General Terms and Conditions, the User may continue to use the device for the purpose of the provision of the service of exchanging (buying/selling) crypto-assets. After carrying out the necessary identification steps and entering the data necessary for the execution of the transaction and upon acceptance of the General Terms and Conditions, the User is shown an offer for the specific transaction containing all essential elements of the transaction. The execution of the transaction (sending of crypto-assets or payout of cash) constitutes the performance of an already concluded contract.

The following are considered essential elements of the transaction:

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

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

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

By confirming the offered transaction conditions, the User also confirms that, prior to entering into the contractual relationship, they have accepted and become acquainted with these Terms, the Privacy Policy, the Risk Warning and other information which the Company made available to them 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 and Conditions, the User also gives consent to the contractual documentation consisting of the Privacy Rules and the Risk Notice available on the device.

On its website, the Company also publishes other information and documents relevant to users, including the Cookie Policy, the Statement on Conflicts of Interest, Information on the Environmental Impacts of Crypto-Assets, the Price Determination Methodology, the Commercial Policy

Complaints <https://kriptomat.hr/pravna-pitanja/> and the Notice on Filing
<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 via self-service devices (Kriptomats), in accordance with the applicable regulations that apply to the Company's business.

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

Funds paid for the purchase of crypto-assets do not constitute a deposit, are not insured by the deposit insurance scheme and do not bear interest.

The Company does not provide investment advice nor give individual recommendations in relation to investing in crypto-assets.

The Company does not provide long-term custody services for crypto-assets nor does it manage the User's private cryptographic keys.

The Company acts honestly, fairly and professionally and in the best interest of its clients and prospective clients.

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

Promotional content is clearly marked as such.

Article 3.

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

The service of the Kriptomat device is available exclusively to persons of legal age.

By confirming the transaction, the User confirms that they have reached 18 years of age.

In addition to the condition of legal age, 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 level of risk and the absence of circumstances due to which the Company does not do business with a certain category of persons.

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

- ☐ have reached at least 18 years of age,
- ☐ are residents of the Republic of Croatia
- ☐ are currently staying in the territory of the Republic of Croatia
- ☐ physically access the service in the territory of the Republic of Croatia
- ☐ successfully completed identification and identity verification in accordance with the regulations on the prevention of money laundering and terrorist financing,
- ☐ an acceptable level of risk in accordance with the Company's internal rulebooks,

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 (PEP),
- ☐ persons on international and national sanctions lists,
- ☐ persons who refuse or are unable to meet the 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 according to the OTC (over-the-counter) model and acts for its own account. The Company earns its remuneration through a market margin which is included in the transaction price displayed to the User before the confirmation of the transaction. The price displayed to the User before the confirmation of the transaction is deemed to be the Company's final offer for the transaction in question.

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

A more detailed description of the method of price determination, including the margin, fixed fee and other elements of the price, is available in the document Price Determination Methodology, 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 essential elements of the transaction are displayed to the User on the screen of the Kriptomat device, the amount of cash, the fixed fee, the amount of the margin as a percentage and in euros, the final exchange price, the calculation of the quantity of crypto-assets, the crypto wallet address. The data displayed on the device screen at the moment of confirmation are deemed authoritative for the specific transaction.

Before the final confirmation of a sale transaction, the device prints for the user a confirmation containing all essential elements of the transaction, which include the amount of cash, the fixed fee, the amount of the margin as a percentage, the final exchange price, the calculation of the quantity of crypto-assets, the crypto wallet address.

Article 6.

Procedure for the purchase of crypto-assets

Before starting the transaction, the User enters a mobile phone number and confirms access by entering a one-time SMS code which the Company delivers to the entered mobile phone number. This procedure is used for the purpose of identifying the user, technical confirmation of the transaction and communication with the User.

When purchasing crypto-assets, the exchange rate and the calculation of the transaction are displayed on the device screen and may be updated during the insertion of banknotes. Each banknote is inserted individually, and the User is shown on the screen the total amount inserted, the applied exchange rate, the quantity of crypto-assets and the total price of the transaction. The automatic update of the price (exchange rate) takes place every 60 seconds, which also leads to the updating of all elements constituting the offer for the purchase of crypto-assets, which lasts 60 seconds. The offer and the order become final at the moment of acceptance of the offer.

The User does not have the possibility of partial withdrawal after inserting funds, but may accept the transaction in its entirety or withdraw from the transaction before the final confirmation. Accordingly, the User does not have the possibility of partial withdrawal, i.e. if they insert a higher amount of cash than planned, it is necessary to withdraw from the transaction in its entirety and start a new transaction in the desired amount of cash.

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

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

When submitting a refund request, the User is obliged to provide the data necessary for identifying the transaction, including the telephone number used during the transaction, the location of the device, the date and approximate time of the transaction, the TX ID (Internal transaction number) and the transaction amount.

The User is obliged to submit the refund request without undue delay, from the moment of occurrence of the event that gave rise to the need for a refund.

After receiving the request, the Company carries out a check of the data and the transaction records, and arranges the refund of the funds to the User.

In addition, the Company may, on the basis of the available data on an unconfirmed or interrupted transaction, contact the User on its own initiative for the purpose of carrying out the refund procedure.

Before the confirmation of the offer, the system displays the amount of crypto-assets to be delivered, the applied exchange rate and the total price of the transaction. When the user confirms the transaction, they also accept the offer at the same time; the offer is fixed and remains valid until the execution of the transaction.

The User is obliged to enter their own crypto wallet address to which they wish to receive the purchased crypto-assets.

The User is responsible for the accuracy and correctness of the entered crypto address. The Company bears no responsibility for transactions executed to an inaccurate or incorrectly entered address. The User is aware of the fact that transactions on blockchain networks are irreversible and that the Company has no possibility of revoking or amending the transaction.

The User's purchase order is deemed final at the moment when the User, after all essential elements of the transaction have been displayed, accepts the Company's offer, which in the purchase process lasts 60 seconds. From that moment the Company begins the execution of 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 confirmation of the data and the completed cash payment, the Company sends the corresponding amount of crypto-assets to the entered crypto address.

The transaction is deemed 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 confirmation of the transaction, a confirmation of the executed transaction containing all transaction data is printed for the User.

The User may track the status of the transaction via their own crypto wallet or by checking the crypto wallet address and the transaction data via publicly available blockchain explorers and other available services for viewing blockchain transactions.

In addition to the above, the user may check the status of the transaction by making an inquiry to the Company's customer support.

The time required for recording and confirming a transaction on the blockchain network depends on the type of crypto-asset, the load on the blockchain network and the rules of the individual 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 associated with the crypto-assets pass to the User.

Article 7.

Procedure for the sale of crypto-assets

Before starting the transaction, the User enters a mobile phone number and confirms access by entering a one-time SMS code which the Company delivers to the entered mobile phone number. This procedure is used for the purpose of identifying the user, 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 to them on the screen of the Kriptomat device the amount of cash to be paid out, the quantity of crypto-assets that needs to be sent and the amount of the fixed fee.

After confirming the offered conditions, the User is issued an initial confirmation (offer) containing detailed data on the transaction and instructions for the transfer of the crypto-assets. The offer is valid for 20 (twenty) minutes from the moment of issue, and the sale order is final upon confirmation of the offer, which lasts 20 minutes.

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

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

After the user sends the crypto-assets to the Company's address, the Company notifies the user via SMS that their transaction is incoming and that they will be notified when the transaction is ready for payout.

After receiving the crypto-assets and a sufficient number of confirmations on the relevant blockchain network, the Company delivers to the user, via SMS message, a notification that the conditions for the payout of cash 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 individual 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 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 a period within which the User is obliged to collect the approved funds, and the User may proceed to the payout within 12 hours after receiving the notification of the approved payout.

After the cash payout has been made, the User is issued a final confirmation of the executed transaction.

The transaction is deemed executed at the moment of the cash payout to the User.

Situation when there is not enough cash in the device

Lack of cash in the device

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

- ☐ will not enable the completion of the transaction, i.e. the client will not be able to confirm the transaction

Article 8.

Irrevocability and transfer of risk

Transactions executed on the 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 of revoking or amending the transaction.

The User bears full responsibility for the accuracy of the entry of the crypto wallet address and the security of access to their own crypto wallet.

In the event of an incorrect entry of the address or loss of access to private keys, the Company bears no responsibility for the resulting damage.

Article 9.

Price formation and volatility

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

The crypto-asset market is subject to significant oscillations, 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 and Conditions, whereby the Company acts as the other contracting party in the transaction. The detailed method of price formation, including the application of the margin, the fixed fee and the market reference data, is regulated by the Price Determination 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 7 days	Mobile phone number, entry of SMS code and crypto wallet address, statement on political exposure, acceptance of the general terms and conditions
II	up to EUR 9,995.00 within 24 hours	Level I, identification, due diligence questionnaire, additional documentation according to the Company's assessment (source of funds, source of wealth)

The transaction limit for a single transaction is EUR 9,995.00.

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

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

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

Article 11.

Prevention of money laundering

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

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

The User is obliged to provide accurate, complete and credible 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, if necessary, refuse to execute the transaction.

Article 12.

Risks associated with 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 the execution of the transaction, the User is expressly warned that:

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

Crypto-assets are not covered by the deposit insurance scheme or the investor protection scheme.

Transactions on the 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 an increase in value or future returns.

By confirming the transaction, the User declares that they understand the stated risks.

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

Article 13.

Liability

The Company is not liable for market losses arising as a result of changes in the value of crypto-assets.

The Company is not liable for damage arising due to incorrect entry of data by the User.

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

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

Article 14.

Tax obligations

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

The Company does not provide tax advice nor does it bear responsibility for the tax consequences of transactions.

Article 15.

Complaints procedure

The Company has established a procedure for receiving and resolving client complaints in accordance with the internal act *Rulebook on the Management of User Complaints*.

Clients have the possibility to submit a complaint to the Company free of charge, and information on the method of submitting complaints is available:

- ☐ on the Company's website in the section "Notice on Filing Complaints"

The Company's website contains a published Notice on the possibility of submitting complaints free of charge, which contains information on:

- ☐ the methods of submitting a complaint
- ☐ the data required for submitting a complaint
- ☐ the deadlines for the Company's response
- ☐ the contact details of the Company.
- ☐ 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 the white papers for the crypto-assets in respect of 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 via 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 is published to the relevant white paper of the issuer of the crypto-asset or, where applicable, to other relevant information published by the issuers or offerors of those crypto-assets.

4. Clients are enabled, before executing a transaction, to become acquainted with the relevant information on an individual crypto-asset via the links available on the Company's website.
5. By using the Company's services, the client confirms that they are aware of the fact that information on crypto-assets, including white papers, is available via the Company's website and that they had the opportunity to become acquainted with that information before executing the transaction.

Article 17.

Right to 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 confirmation and execution of the transaction, the contract is deemed performed and unilateral termination is not possible due to the irreversibility of blockchain transactions.

After the 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 the individual location, at least once a week, and more frequently if necessary.

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

Article 19.

Force majeure

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

Article 20.

Obligations of the client

The User is obliged to:

- provide accurate, complete and truthful data,
- use their own crypto wallet,
- ensure the accuracy of the entered crypto wallet address,
- use the service exclusively for their own account and for lawful purposes,
- act in accordance with the regulations on the prevention of money laundering and terrorist financing,
- provide additional data and documentation when requested by the Company for the purpose of carrying out 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 for transactions on behalf of third parties

All in accordance with Articles 10 and 11 of these General Terms and Conditions

Article 21.

Records of transactions

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

Such records and logs are deemed relevant evidence of the course and content of the 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 for the purpose of alignment with applicable regulations, regulatory requirements, changes in business processes or other justified business reasons.

Amendments to the General Terms and Conditions are published on the Company's website at least 8 days before their entry into force.

On the day of entry into force, the amended General Terms and Conditions also become available via the Kriptomat device.

The amended General Terms and Conditions apply exclusively to transactions which the User confirms after their entry into force.

By using the service after the entry into force of the amended General Terms and Conditions, the User confirms that they are acquainted with their content and accepts them.

Article 23.

Governing law and jurisdiction

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

The court competent for disputes is the court according to the consumer's place of residence, in accordance with applicable regulations.

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

Notice of risks associated with crypto-assets and the use of the Company's services

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

Crypto-assets represent a highly risky type of digital asset. Before using the Company's services and executing transactions via Kriptomat devices, clients are obliged to become acquainted with the nature of and the risks associated with crypto-assets. The most important risks that may affect the value of crypto-assets and the execution of transactions are set out 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 the invested funds.

2. Liquidity risk

Under certain market conditions, reduced liquidity may occur on 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 which may temporarily prevent the execution of a transaction or access to certain services.

4. Regulatory risk

The regulatory framework relating to crypto-assets may change. Changes in laws, implementing regulations or regulatory requirements at national or European level may affect the availability, use of or trading in a particular crypto-asset.

5. Operational risk

Operational risk includes the possibility of an error in the transaction execution process, including human error, technical failure of the device, interruption of communication systems or other unforeseen operational events.

6. Risk of irreversibility of the transaction

Transactions executed on blockchain networks are irreversible. Once a transaction has been confirmed on the network, it cannot be cancelled or amended. The client is responsible for the accuracy of the data they enter 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 data, 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 nor does it have access to their private keys.

8. Risk associated with network fees and network congestion

The transaction confirmation time and the amount of network fees depend on the load on the blockchain network. In periods of increased network activity, slower processing of transactions and higher network fees may occur.

9. Risk of fraud and abuse

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

10. Risk associated with issuers of crypto-assets

The Company is not an issuer of crypto-assets nor does it control projects associated with an individual crypto-asset. The value and functionality of a particular crypto-asset may depend on the activities, decisions or success of the issuer or the development community.

By using the Company's services, the client confirms that they are aware of the stated risks and that they execute all crypto-asset transactions at their own risk.

By accepting these General Terms and Conditions, the user declares that they are over 18 years of age and bears full responsibility for the truthfulness of the data provided.

In Zagreb, 05.06.2026.