

# Terms and Conditions for Online Access

## Art. 1 Purpose and scope of application

These terms and conditions (the “**Terms and Conditions for Online Access**”) govern the access and use by the client (the “**Client**”) or its authorised representatives of the digital crypto asset services and functions (including the mobile AMINA Online Access app) (“**AMINA Online Access**”) of AMINA (Austria) AG (“**AMINA**”).

The Terms and Conditions for Online Access form an integral part of the contractual relationship between the Client and AMINA and apply together with and in addition to the General Terms of Service of AMINA (the “**GTC**”) and any other terms and conditions of AMINA, subject to any special agreements between the Client and AMINA.

## Art. 2 AMINA Online Access

A description of AMINA Online Access service offering is accessible under <https://www.eu.aminagroup.com>. AMINA reserves the right to adjust and amend the scope of its AMINA Online Access service offering as well as individual services or functions at any time and in its discretion.

## Art. 3 Access to AMINA Online Access

AMINA grants access to its online services to the Client or its authorised representatives upon authentication by means of the following factors and mechanisms, as amended or modified from time to time:

- entering the AMINA Online Access contract number,
- entering a freely chosen personal password (numbers, letters, special characters and combinations thereof), and
- a second authentication factor, e.g. entry of a code received via text message or smartphone authentication app.

Any person having successfully passed the authentication process is deemed to be a legitimate user (“**User**”) with the right to use AMINA Online Access. Within the framework and scope of the AMINA Online Access services selected by the Client from time to time, the User may in particular access and dispose over the accounts of the Client, issue orders or instructions as well as request, receive and accept information and communications by AMINA without further verification of its eligibility and, if different from the Client, irrespective of the User’s legal relationship with the Client or its corporate powers with respect to the Client.

The Client unconditionally accepts to be bound by any acts, including all transactions on its accounts or with respect to Crypto Assets held by AMINA in the Client Crypto Accounts (as defined in AMINA General Terms of Service, or “**GTC**”), carried out by a User through the use of AMINA Online Access. All orders, instructions and communications received by AMINA from a User through AMINA Online Access are deemed to have been issued and authorised by the Client or its authorised representatives.

AMINA may in its discretion verify the identity of a User by means outside the AMINA Online Access authentication process (e.g. by phone), and may refuse or block access to AMINA Online Access, whether outright or with respect to specific services or functions, or refuse the acceptance or execution of orders or instructions issued via AMINA Online Access, without giving any reason.

## Art. 4 Data protection and client confidentiality

In the context of AMINA Online Access, data related to the business relationship between AMINA and the Client, including data identifying or allowing to identify the Client, or other data may be transmitted via open or shared networks and infrastructures (e.g. the Internet, mobile communications infrastructures)

To this extent, the Client releases AMINA, its governing bodies, employees and agents from applicable duties of confidentiality.

## Art. 5 Compliance with laws; cross-border use of AMINA Online Access

The use of AMINA Online Access by the Client from outside the EEA may, under certain circumstances, constitute an infringement of foreign laws or a violation of import and export restrictions, e.g. those governing encryption algorithms or other types of software.

The Client is responsible for ongoing compliance with applicable statutory law and any other applicable legal provisions and regulations with respect to its use of AMINA Online Access, and shall bear any loss or damage as well as indemnify and hold harmless AMINA for any loss or damage incurred by it as a result of or in connection with any noncompliance by the Client, including as further specified in the GTC; see Art. 24 GTC (Compliance with laws).

## Art. 6 Correspondence

AMINA may in its discretion send or make available communications of all kinds, including any correspondence, trading and exchange confirmations and account statements, event notifications, confirmations of appointment requests, publications as well as general and personalised product and service information, to the Client in electronic form through AMINA Online Access.

Any such communications can be accessed and/or downloaded by the Client within AMINA Online Access. Upon expiry of a time period of 2 years as of the date of a communication, AMINA is entitled, in its discretion, to delete or disable access to and/or download of such communication by the Client within AMINA Online Access even if marked unread.

## Art. 7 Security and risks

AMINA operates its Online Access systems and provides the AMINA Online Access services and functions pursuant to the customary standard of care and diligence including customary measures to identify, prevent or mitigate fraudulent activities.

The use of the AMINA Online Access by the Client or any authorised representative or User entails various risks outside the sphere of influence of AMINA which may result in loss or damages. The Client acknowledges and accepts such risks, in particular and without limitation the following:

- a. Third parties may gain undetected access to the computer while AMINA Online Access services and functions are being used and may use the system in an unauthorised manner or for fraudulent purposes. In particular, software and devices used by the Client for access to AMINA Online Access may have security flaws that may enable or facilitate such activities.

b. Insufficient familiarity with systems and lack or insufficiency of security precautions on end-user devices (e.g. saving data with insufficient protection on hard drives, file transfers, information left on the screen, etc.) can enable or facilitate unauthorised access.

c. Network providers (e.g. internet service providers, telecommunications providers) may not have taken appropriate and state-of-the-art security precautions to protect the Client. Furthermore, they may have the possibility to profile user behaviour and may be able to infer when and with whom a user makes interacts.

d. Interactions with AMINA Online Access may be subject to transmission errors, technical defects, systems overload, interruptions (including due to maintenance work), malfunctions, or illegal access or malicious blocking of telecommunications infrastructure or networks due or owing to inadequacies on the part of the telecommunications infrastructure and network providers or otherwise outside the sphere of influence of AMINA.

e. Viruses and the like may spread to a computer when it connects to an external server for a network.

The Client shall implement and maintain, and shall procure that its authorised representatives or other Users implement and maintain, with due care all appropriate security precautions with respect to AMINA Online Access and shall regularly update and protect the devices, systems, software and networks on its end, as applicable, against electronic attacks and unauthorised use, including by installing appropriate security software obtained from trustworthy sources.

Even with state-of-the-art security precautions on the part of the Client, absolute security cannot be guaranteed. The devices, systems, software and networks on the Client's end are outside AMINA's sphere of influence and may constitute a weak point in the system susceptible to abuse by unauthorised third parties.

## Art. 8 Liability of AMINA

AMINA is liable for material contractual obligations, including the fault of vicarious agents. Material contractual obligations are obligations without the fulfilment of which the proper performance of the business relationship under the Agreement is impossible.

Any liability of AMINA for any loss or damage suffered in the absence of any breach by AMINA of its applicable duty of care is excluded. In the event of a loss or damage due to a breach by AMINA of its applicable duty of care, AMINA shall be liable only for damages caused by intentional or grossly negligent conduct. Liability for slight negligence shall be excluded. Compensation for lost profit, financial losses, secondary damages, as well as damages from third-party claims shall be excluded.

AMINA is not liable for any loss or damage due to events or the materialisation of risks outside its sphere of influence nor for any loss or damage caused or increased by the Client, in particular due to any failure on the part of the Client to take measures to avoid, mitigate or reduce any loss or damage.

AMINA reserves the right to interrupt AMINA Online Access services at any time in its discretion, in particular if it considers such measure to be required or beneficial for the protection of the Client. AMINA accepts no liability for any damages incurred as a result of such service interruptions.

## Art. 9 Termination

AMINA Online Access can only be terminated together with the entire business relationship between AMINA and the Client.

The Client is required to download and save, prior to the effectiveness of termination, any communications, documents and data stored on the AMINA Online Access systems that it wishes or is obliged to retain.

Any subsequent requests for such communications, documents or data by the Client are subject to availability in accordance with AMINA's data retention policy. Any costs incurred by AMINA in connection with data retrieval, transfer and related activities (including costs of third-party service providers) must be borne by the Client.

## Art. 10 Severability

If any provision of these Terms and Conditions for Online Access is or becomes invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired, and any invalidity, illegality, or unenforceability in any jurisdiction shall not affect the validity, legality or enforceability of any such term or provision in any other jurisdiction. The invalid, illegal, or unenforceable provision shall be deemed to be replaced by such valid provision as most closely corresponds to the economic purpose and substantive effect of the invalid, illegal, or unenforceable provision. This provision does not apply to Clients who are consumers.

## Art. 11 Applicable version

The version of the Terms and Conditions for Online Access currently in force, as amended from time to time, can be accessed under [www.eu.aminagroup.com/legal-notices](http://www.eu.aminagroup.com/legal-notices).

## Art. 12 Mobile AMINA Online Access

These Terms and Conditions for Online Access also apply to the use of the mobile AMINA Online Access app.

## Art. 13 Applicable law and place of jurisdiction

The Terms and Conditions for Online Access is governed by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and Austrian conflict of law rules of Austrian international private law. In the case of actions against consumers, the competent court is the court at the consumer's domicile, habitual residence, or place of employment. Otherwise, the competent court for 1010 Vienna, Austria is agreed as the place of jurisdiction.

October 1, 2025

AMINA (Austria) AG