

## TERMS AND CONDITIONS FOR CRYPTO ASSET SERVICES

### 1 INTRODUCTORY PROVISIONS

1.1 The provider is [a crypto-asset service provider registered in the register of crypto-asset service providers maintained by the NBS](#), which operates on the basis of a MiCA licence for crypto-asset services in accordance with the provisions of Article 3(1)(16)(a), (c), (d), (e), g) and j) of the MiCA Regulation, namely

- the provision of custody and management of crypto-assets on behalf of clients;
- exchange of crypto-assets for funds;
- exchanging crypto-assets for other crypto-assets;
- executing orders relating to crypto-assets on behalf of clients;
- receiving and transmitting orders relating to crypto-assets on behalf of clients;
- providing crypto asset transfer services on behalf of clients.

1.2 These Terms and Conditions for Cryptoasset Services set out the terms and conditions applicable to the use of the website operated by the Provider at [www.crypto4me.eu](http://www.crypto4me.eu), govern the mutual rights and obligations of the Provider and the Client when using the Portal and the Provider's Services , and at the same time represent:

1.2.1 an agreement between the Provider and the Client in relation to the Custody Service provided by the Provider to the Client pursuant to Article 75(1) of the MiCA Regulation; and

1.2.2 an agreement between the Provider and the Client in relation to the Transfer service provided by the Provider to the Client pursuant to Article 82(1) of the MiCA Regulation.

1.3 By registering on the Provider's Website, the Client accepts and agrees to these Terms and Conditions, thereby confirming that they have read and understood all of their provisions. The Client specifically confirms that they have been duly informed of all risks associated with investing in crypto assets and that they understand the nature of the Services provided.

### 2 DEFINITIONS AND INTERPRETATION

2.1 Capitalised terms used in these Terms and Conditions shall have the following meanings:

<b>AML check</b>	means measures and actions in accordance with the legislation on protection against money laundering and terrorist financing and in accordance with the AML Regulation, which include, among other things, the identification of the Client and verification of their identity
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<b>AML Regulation</b>	means the Provider's internal regulation on the prevention of money laundering and terrorist financing, which represents the Provider's own anti-ctivity programme in accordance with the AML Act
<b>AML Act</b>	means Act No. 297/2008 Coll. on the prevention of money laundering and terrorist financing and on amendments to certain acts
<b>Price</b>	is the price list of Services published and available on the Provider's website: <a href="#">here</a>
<b>Effective date</b>	is defined in Article 21.1
<b>Client's email address</b>	is the Client's email address provided by the Client during registration and creation of the Account or another email address that the Client has changed in their Account in accordance with Article 18.3
<b>Fireblocks</b>	is Fireblocks UK INT'L Limited, with its registered office at Suite 2 First Floor, 10 Temple Back, Bristol, United Kingdom of Great Britain and Northern Ireland, BS1 6FL
<b>GDPR</b>	is Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC
<b>Portfolio value</b>	is the total value of the Portfolio in EUR, applying the Conversion Rate
<b>Client</b>	is any natural or legal person who has set up an Account on the Portal, until the Account is cancelled
<b>Client Wallet or Wallet</b>	is defined in Article 8.1
<b>Conversion Rate</b>	means the conversion rate of EUR to the relevant crypto asset published by one of the reputable trading platforms for crypto

	assets (at the Provider's discretion), such as Binance, Kraken or Coinbase
<b>MiCA Regulation</b>	is Regulation (EU) 2023/1114 of the European Parliament and of the Council (EU) 2023/1114 of 31 May 2023 on markets in crypto-assets and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937
<b>NBS</b>	is the National Bank of Slovakia
<b>Civil Code</b>	is Act No. 40/1964 Coll. Civil Code
<b>Commercial Code</b>	is Act No. 513/1991 Coll. Commercial Code
<b>Terms</b>	are these Terms and Conditions for the Provider's crypto asset services
<b>The Fee for Custody</b>	is defined in Article 14.1
<b>Portal</b>	means the part of the Provider's website, including its language versions ( <a href="http://www.crypto4me.eu">www.crypto4me.eu</a> ), which is accessible only to Clients after registration and login, and within which Clients may, among other things, submit requests for the provision of Services from the Provider
<b>Portfolio</b>	means all of the Client's crypto assets for which the Provider provides Custody
<b>Provider</b>	is a commercial company Madison Six j. s. a., with its registered office at Slávičie údolie 106, 811 02 Bratislava – Staré Mesto district, Slovak Republic, ID No.: 56 856 229, VAT No.: 2122476994, VAT ID: SK2122476994, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sja, File No. 381/B
<b>MiCA licence</b>	is a licence granted to the Provider by the NBS to provide crypto-asset services within the scope of NBS Decision No. 100-001-025-213, issued under Ref. No.: NBS1-000-112-470 on 17 December 2025 pursuant to the MiCA Regulation, which entered into force

	on 18 December 2025
<b>Receipt of orders</b>	is a crypto-asset service involving the acceptance and transmission of orders relating to crypto-assets on behalf of clients pursuant to Article 3(1)(nd 23 of the MiCA Regulation, which the Provider is authorised to provide under the MiCA Licence, namely the acceptance of an order to buy or sell one or more crypto-assets or to subscribe to one or more crypto-assets from a person and the transmission of that order to a third party for execution
<b>Transfer</b>	is a crypto-asset service the provision of crypto-asset transfer services on behalf of clients pursuant to Article 3(1)(26) of the MiCA Regulation, which the Provider is authorised to provide under the MiCA Licence
<b>Register</b>	is defined in Article 11.1
<b>Decisive time</b>	is defined in Article 14.1
<b>Service</b>	is Transfer, Custody, Exchange, Execution of Orders and/or Acceptance of Orders within the meaning of these Terms and Conditions
<b>Consumer</b>	is, within the meaning of Section 2(d) of the Act on Distance Financial Services, a Client who is a natural person to whom financial services are provided exclusively for personal consumption on the basis of these Terms and Conditions and who, when concluding and performing them, is not acting within the scope of his or her employment, profession or business
<b>Account</b>	is a user account created for the Client upon successful registration on the Portal after a positive AML check, through which the Client accesses the Portal and through which the Client may request any Service from the Provider
<b>Custody</b>	is a crypto-asset service providing custody and management of crypto-assets on behalf of clients in accordance with Article 3(1)(17) of the MiCA Regulation, which the Provider is authorised

	to provide under the MiCA Licence
<b>Order execution</b>	is a crypto-asset service for the execution of orders relating to crypto-assets on behalf of clients pursuant to Article 3(1)(21) of the MiCA Regulation, which the Provider is authorised to provide under the MiCA Licence namely the conclusion of contracts on behalf of clients for the purchase or sale of one or more crypto-assets or the subscription on behalf of clients of one or more crypto-assets, and includes the conclusion of contracts for the sale of crypto-assets at the time of their public offering or admission to trading
<b>Exchange</b>	is a crypto-asset service involving the exchange of crypto-assets for funds and/or the exchange of crypto-assets for other crypto-assets pursuant to Article 3(1)(19) and (20) of the MiCA Regulation, which the Provider is authorised to provide under the MiCA Licence, namely the conclusion of purchase or sale contracts relating to crypto assets with clients for funds using its own capital or for other crypto assets using its own capital
<b>The Provider's website</b>	is a web interface or website operated by the Provider at the web address <a href="http://www.crypto4me.eu">www.crypto4me.eu</a>
<b>Act No. 391/2015 Coll.</b>	is Act No. 391/2015 Coll. on alternative dispute resolution for consumer disputes and on amendments to certain acts
<b>Act on Remote Financial Services</b>	is Act No. 266/2005 Coll. on consumer protection in distance financial services and on amendments to certain acts
<b>Consumer Protection Act</b>	is Act No. 108/2024 Coll. on consumer protection and on amendments to certain acts

2.2 The following rules of interpretation shall be used in interpreting these Terms and Conditions:

2.2.1 any reference in the Terms and Conditions to an article or point means a reference to the relevant article or point of the Terms and Conditions, unless the context expressly indicates that it refers to another document or agreement, and each such reference also includes all points, paragraphs, sub-paragraphs and letters of that article, unless expressly stated otherwise;

2.2.2 any reference in the Terms to a law or regulation shall be construed as a reference to the

law or regulation in its current and effective version;

- 2.2.3 any reference in the Terms and Conditions to a law, regulation or legal system shall be construed as a reference to a law, regulation or legal system of the Slovak Republic, unless expressly stated otherwise in the Terms and Conditions;
- 2.2.4 the content, headings of articles and paragraphs are for convenience only and shall not be used in the interpretation of the Terms and Conditions;
- 2.2.5 The term "in writing" includes any legible recording of words in tangible or electronic form ( ).
- 2.2.6 the term "person" or "third party" shall be interpreted as referring to any natural and/or legal person, in particular any commercial company, government, state or state authority, or any association (regardless of whether it has legal personality under the legal system under which it was established);
- 2.2.7 the term "crypto-asset" shall be interpreted in accordance with Article 3(1)(5) of the MiCA Regulation as a digital representation of value or rights that can be transferred and stored electronically using distributed ledger technology or similar technology;
- 2.2.8 if the term "Consumer" is expressly used in the text, the provision in question applies only to a Client in the position of a Consumer within the meaning of these Terms and Conditions and does not apply to a Client in the position of an entrepreneur pursuant to Section 2(2) of the Commercial Code or to another legal entity pursuant to Section 18(2) of the Civil Code or any other legal provision.

### **3 REGISTRATION AND ACCOUNT**

- 3.1 Any visitor to the Provider's website gains access to the content on the Portal only after successful registration.
- 3.2 Registration on the Portal is done by filling out the registration form published on the Provider's Website in the "Create Account- Register" section. The registration form also includes the option to read these Terms and Conditions and express your consent to them.
- 3.3 If the Client receives an invitation link (reference), clicking on it will redirect them directly to the registration form on the Provider's Website, where they should proceed in accordance with Article 3.2 .
- 3.4 Registration is free of charge.
- 3.5 After filling in all the required information in the registration form and accepting these Terms and Conditions, the person registering must also undergo an AML check as part of the registration process. The Client undergoes the AML check directly via the Provider's website in accordance with the instructions sent to them by the Provider to their email address. The Provider shall proceed in accordance with Article 4 during the AML check. Only after the successful completion of the AML check (of which the Client will be notified by to the Client's email address ) is the

registration on the Portal successfully completed and the Client has an Account created on the Portal. The moment of successful registration and account creation on the Portal is considered to be the sending of this notification of a positive AML check evaluation to the Client's email address in accordance with the previous sentence and Article 18.4, at which point a contractual relationship between the Client and the Provider is established in accordance with these Terms and Conditions.

- 3.6 If the Client does not pass the AML check (i.e. does not successfully register on the Portal), the Account will not be created and the Client will not be able to use the Provider's Services.
- 3.7 The Client may request the Provider to reset their Account password via the Portal, in which case the Provider will send the Client a new password to the Client's email address. In the event of loss of the Account password or login details, the Client may also request the Service Provider in writing to temporarily block access to the Account.
- 3.8 The Client is not entitled to transfer or make the Account available to a third party. If, despite this, the Client transfers or makes the Account available to a third party, they are fully responsible for their actions and for any damage caused to the Provider as a result.
- 3.9 Upon successful registration and creation of the Account, a contractual relationship is established between the Service Provider and the Client for an indefinite period pursuant to Article 1.2 regarding the use of the Portal and the Services of the Provider.
- 3.10 The Provider reserves the right not to register a visitor to the Provider's Website and therefore not to create an Account for them, without being obliged to state the reason for such a decision.

#### **4 OBLIGATIONS IN THE AREA OF PROTECTION AGAINST THE LEGALISATION OF PROCEEDS FROM CRIMINAL ACTIVITY AND PROTECTION AGAINST TERRORIST FINANCING**

- 4.1 The service provider is an obliged entity pursuant to Section 5(1)(b)(15) of the AML Act, which imposes obligations on it as described in more detail in this article 4 .
- 4.2 As part of the registration process under Article 3 , the Provider performs an AML check on the Client. As part of the AML check, the Provider is entitled to request any necessary and essential documents from the person undergoing registration in order to fulfil its obligations under the AML Act and AML Regulation, including, but not limited to, a copy of an identity card or other identity document, a photograph of the person (selfie), a document confirming the person's permanent residence, a document confirming the origin of income and financial resources, and similar documents relating to the legal entity and its statutory body.
- 4.3 The Provider shall proceed with the AML check in accordance with the AML Act and the AML Regulation. The Provider is entitled to perform the AML check beyond the scope of its performance during registration and at any time during the contractual relationship between the Client and the Provider established by these Terms and Conditions.
- 4.4 In cases specified in the AML Act and the AML Regulation, the Provider is obliged to refuse to provide the Service to the Client or to suspend the provision of the Service to the Client. The

Provider also reserves the right, based on the results of the AML check, to refuse to perform any Service for the Client and, if necessary, to cancel the Client's Account and terminate the contractual relationship by withdrawing from the contract.

- 4.5 In the case of repeated provision of services to the same Client, the Provider shall perform another AML check only if it is necessary under the AML Act and the AML Regulation, and to the extent specified therein.
- 4.6 The Provider also reserves the right to request the Client to provide information and documents again at any time for the purpose of repeated or ongoing AML checks.
- 4.7 The Client's cooperation in the AML check is a prerequisite for the provision of services to the Client.

## **5 BASIC DEFINITION OF CUSTODY**

- 5.1 The Provider provides the Custody service to Clients in accordance with the MiCA Regulation, these Terms and Conditions and the Provider's internal regulations.
- 5.2 In accordance with Article 75(3) of the MiCA Regulation, the Provider provides Clients with a summary of the custody policy in electronic format by sending it to the Client's email address immediately after registration. At the same time, the summary of the custody policy and any updated version thereof are available on the Provider's website: [here](#). The Provider shall also send the Client a summary of the custody policy to the Client's email address whenever the Client requests it from the Provider.
- 5.3 Custody includes the custody and control of Clients' crypto assets and means of access to such crypto assets on behalf of Clients. As part of Custody, the Provider accepts, records, stores and manages Clients' crypto assets or means of access to crypto assets.

## **6 TERMS AND CONDITIONS FOR THE PROVISION OF THE TRANSFER SERVICE**

- 6.1 Transfer consists of transferring crypto assets on behalf of the Client from one address or account of a distributed transaction database to another address or account of a distributed transaction database.
- 6.2 The Provider does not provide the Transfer service from the Client's wallet to another external crypto asset wallet without simultaneously providing another Service. An external crypto asset wallet is considered to be a crypto asset wallet that is not managed by the Provider.
- 6.3 The Provider performs Transfers only as part of another Service provided to the Client if this Service necessarily involves the performance of a Transfer. In accordance with the previous sentence, the Provider performs Transfers as part of the following Services:
  - 6.3.1 Custody;
  - 6.3.2 Exchange;

- 6.3.3 Receipt of orders; and
- 6.3.4 Execution of orders.
- 6.4 Transfers are made via Fireblocks wallets, i.e. wallets from Fireblocks. In order to execute the Transfer efficiently, securely and reliably, the Provider has implemented the following measures:
  - 6.4.1 private wallet keys are protected by dividing the address into several parts (*Key Shares*), which are stored on secure hardware cryptographic devices (HSM) in geographically separate data centres;
  - 6.4.2 transaction signatures are performed by joint calculation of multiple parties (*Multi-Party Computation*) without the private key ever being fully reconstructed;
  - 6.4.3 Transfers of crypto assets from Fireblocks wallets can only be made to addresses that are on the so-called white list maintained within Fireblocks wallets, i.e. on a list of addresses pre-created by the Provider, whereby each address on the white list must be approved by at least two persons within the Provider (it is not technically possible for an address to be approved by one person);
  - 6.4.4 Although Fireblocks has access to information about Clients' crypto assets, it does not have (the entire) private key that allows it to execute the Transfer. The first part of the private key is held by Fireblocks and the second part by the Provider in a special storage facility in the Azure cloud (*HSM - hardware security module*).
- 6.5 In the event of a Fireblocks application failure or server failure, the Provider shall proceed in accordance with its internal business continuity policy. Under these internal rules, in the case referred to in the previous sentence, the Provider shall ensure access to crypto assets through recovery phrases, and in the event of loss of recovery phrases, crypto assets may be transferred through physical devices and the Ledger Enterprise interface. These devices are used in accordance with the procedures set out in the Provider's internal business continuity policy.
- 6.6 The Provider's crypto asset services department is responsible for providing the Transfer service. The Compliance Officer is responsible for assessing the risks associated with providing the Transfer service. As part of its internal regulations on business continuity policy, the Company has also adopted specific business recovery plans for Fireblocks. As part of these plans, the Provider has designated specific persons who are responsible for implementing and testing the plan.
- 6.7 The Client is informed of all measures under this Article6 through these Terms and Conditions, which are made available to the Client in accordance with Articles22.1 and21.1 . At the same time, in the event of any extraordinary or new measures taken by the Provider in connection with the provision of the Transfer Service, the Client is informed through the Portal.

## 7 EXCHANGE, EXECUTION OF ORDERS AND ACCEPTANCE OF ORDERS

- 7.1 The Provider provides the Exchange service in accordance with the non-discriminatory trading policy available on the Provider's website: [here](#).

7.2 The Provider provides Order Execution and Order Acceptance services in accordance with the order execution policy available on the Provider's Website: [here](#).

## 8 CLIENT WALLET AND SUPPORTED CRYPTO ASSETS

8.1 The Provider provides Custody in cooperation with Fireblocks, which provides the technical solution for the Custody infrastructure. The Provider is responsible to Clients and has a contractual relationship with Clients in connection with the provision of Custody. This technical infrastructure ensures the separation of Clients' crypto assets from the Provider's crypto assets, with Clients' crypto assets being stored in individual client wallets, which are so-called online (*hot*) wallets (hereinafter referred to as "**Client Wallets**" and each separately as a "**Client Wallet**"). Each Client is assigned an individual Client Wallet.

8.2 The Client Wallet allows its owner encrypted and secure access to crypto assets on the blockchain and enables them to perform transactions with crypto assets. The owner of the Client Wallet is the Provider, who uses it to provide Custody to Clients and manages crypto assets according to the Clients' instructions in accordance with these Terms and Conditions.

8.3 The Client Wallet has a separate address for each crypto asset for which the Provider provides Custody. The list of crypto assets for which the Provider provides Custody is published and accessible to Clients on the Portal. If a crypto asset is not on this list, the Provider does not keep such crypto asset in the Client Wallet, nor does it provide any other Service to the Client through which it would be possible for the Client to acquire this crypto asset in the Client Wallet.

8.4 Only the Client's crypto assets are stored and managed in the Client Wallet. The Client acquires ownership rights to any crypto assets to which they are entitled to acquire ownership rights only when these crypto assets are credited to the Client Wallet.

8.5 Any Transfer of the Client's crypto assets located in the Client Wallet may only be carried out with the Client's consent, which is given by ordering a specific Service through their Account.

8.6 For the purposes of Article 8.5, the Client's consent to the Transfer of crypto assets also means the Client's consent to these Terms and Conditions, specifically the provisions governing the Transfer of crypto assets on behalf of the Client.

## 9 ACCESS TO THE CLIENT WALLET

9.1 In accordance with Article 8.3, the Client may access the Wallet through their Account on the Portal.

9.2 Client authentication to their Account is performed as follows:

9.2.1 When accessing the Portal, the Client enters their username (Client's email address) and password, which they chose during registration or which they set up in their Account after creating it.

9.2.2 After successfully entering the data in accordance with Article 9.2.1, the Client will receive a 7-digit code valid for 4 minutes at the Client's email address.

9.2.3 After sending the code in accordance with Article 9.2.2, the Client may request that an SMS be sent to the telephone number provided during registration. In this case, the code in accordance with Article 9.2.2 can no longer be used, and the code sent by SMS in accordance with this article must be used to log in. This code is valid for 4 minutes.

9.2.4 The Client is successfully logged into their Account after entering the code in accordance with Article 9.2.2 or 9.2.3 within the time limit specified therein.

## **10 TIME FRAME FOR PROVIDING CUSTODY**

10.1 Custody is provided to the Client from the moment of the first acquisition of crypto assets to the Client's wallet.

10.2 The Provider shall cease to provide Custody to the Client at the moment when all of the Client's crypto assets are debited from the Client Wallet.

10.3 If the Client acquires crypto assets that are credited to the Client's wallet by the Provider as part of the provision of services even after the situation described in Article 10.2 has occurred, the Provider shall again provide Custody to the Client from the moment of such crediting.

10.4 During the time frame for the provision of Custody defined in Articles 10.1 to 10.3, these Terms and Conditions shall apply to the relationship between the Provider and the Client.

10.5 The Client orders the Custody service and expresses their consent to these Terms and Conditions automatically with any order to the Provider that results in the crediting of crypto assets to the Client's wallet. The Client's order under the previous sentence also includes an order to execute a Transfer and therefore also constitutes the conclusion of an agreement between the Client and the Provider pursuant to Article 82(1) of the MiCA Regulation.

## **11 REGISTER**

11.1 As part of providing Custody for the Client, the Provider maintains an individual register of positions in electronic form, which corresponds to the Client's rights to individual crypto assets (hereinafter referred to as the "Register").

11.2 The Register operates on an automated basis, ensuring that the Register records:

11.2.1 any and all transactions executed with the Client's crypto assets, including the date of execution of such transactions;

11.2.2 all Client instructions given to the Provider through their Account;

11.2.3 any event that is likely to create or change the Client's rights;

11.2.4 the Client's crypto assets and their balance (number); and

11.2.5 the current value of the Client's crypto assets (in accordance with Article 11.5), including returns and changes in their value.

- 11.3 The Provider shall make the extract from the Register available to the Client upon request, either electronically via their Account or by sending it to the email address provided during the registration process.
- 11.4 The Provider shall also provide the Client with an extract from the Register without a specific request from the Client pursuant to Article 11.3, at least once every three months, usually in the last week of the calendar quarter, via the Account or by sending it to the Client's email address provided during the registration process.
- 11.5 The extract from the Register shall contain information on the date and time it is current.
- 11.6 The Provider shall always provide the Client without undue delay with all information on crypto-asset transactions that require the Client's response. The Provider shall then proceed in accordance with the Client's response.

## **12 CHANGE IN THE CLIENT'S RIGHTS TO CRYPTO ASSETS**

- 12.1 If there is a change in the related distributed transaction database technology (e.g. hard fork, airdrop, staking reward, network upgrade) or any other event that is likely to create or modify the Client's rights to crypto-assets managed by the Provider, the Client shall be entitled, in accordance with Article 75(4) of the MiCA Regulation, to any crypto-assets or newly created rights, based on and to the extent of their positions on the date of such change or event, unless an exception has been expressly agreed in advance in writing between the Provider and the Client in relation to a specific crypto asset or right relating thereto. Such an exception must be agreed in a non-discriminatory manner in relation to all Clients in a similar position.
- 12.2 The Provider shall ensure the exercise of Clients' rights related to their crypto assets in the event of events under Article 12.1 through Fireblocks equipment, which:
- 12.2.1 identifies the occurrence of such events affecting Clients' rights;
  - 12.2.2 ensures the proper recording of Clients' positions on the key date of such an event; and
  - 12.2.3 distributes the resulting rights or crypto assets to Clients in accordance with their authorisation.
- 12.3 The Provider is responsible for ensuring that newly created crypto assets are credited to the Client's wallet or that newly created rights are exercised in favour of the Client.
- 12.4 In cases where the rights arising cannot be credited or exercised for technical, legal or security reasons (e.g. restrictions imposed by a third party, network or due to an identified security risk), the Provider shall inform the Client of the reasons and measures taken.

## **13 RETURN OF CRYPTO ASSETS TO CLIENTS**

- 13.1 The Client may request the Provider to execute the Client's order to sell crypto assets, which it

holds and manages, for funds. Depending on the Client's choice, the Provider will provide the Client with either an Exchange or Order Execution service. These Services are provided by the Provider in accordance with Article 7 .

## 14 FEES

- 14.1 Custody may be subject to a separate fee, the amount of which is specified in the Price List (hereinafter referred to as **the "Custody Fee"**). In accordance with Article 10.5 , the Client expressly agrees that the Provider is entitled to charge the Custody Fee if it is specified in the Price List. This Custody Fee, if specified in the Price List, is payable on a monthly basis, always on the last day of the calendar month (hereinafter referred to as the **"Decisive Time"**) from the Portfolio Value, whereby the Client authorises and entitles the Provider to deduct the Custody Fee directly from the Portfolio.
- 14.2 The Custody Fee is paid by the Client by crediting crypto assets corresponding to the Custody Fee from the Client's wallet to the Provider's wallet. By crediting the Custody Fee from the Client's wallet to the Provider's wallet, the Provider acquires ownership of these crypto assets. The costs of transferring crypto assets under this article 14.2 shall be borne by the Provider.
- 14.3 The Provider is entitled to offset the Custody Fee against its obligation to transfer crypto assets to the Client if such set-off is in the Client's favour and reduces the costs of the Transfer of Crypto Assets that the Client must bear in connection with the fulfilment of the Provider's obligation. Notwithstanding Article 14.1 , the set-off may occur at the Decisive Time or at any time within 14 days after the Decisive Time. The transfer of ownership of the cryptoassets corresponding to the Custody Fee occurs upon its payment, i.e. at the moment of set-off pursuant to this Article 14.3 .
- 14.4 The transfer is not subject to a separate fee. Any costs for the Transfer are included in the fees for the Service within which the Provider performs the Transfer.
- 14.5 Any other fees for Services are listed in the Price List. The Provider reserves the right to unilaterally offset any fees, expenses or other claims related to the provision of Services to the Client, without prior notice or notification.

## 15 SECURITY SYSTEMS USED BY THE PROVIDER AND ICT AND HUMAN RESOURCES OF THE PROVIDER

- 15.1 The Provider has adopted internal policies and procedures for the use of the security systems referred to in this article 15 .
- 15.2 Information and communication technologies are secured by state-of-the-art cyber security systems, including DDoS protection, intrusion detection and prevention systems (IDS/IPS), deep packet inspection (DPI) with connection to a continuous logging security portal (SIEM).
- 15.3 API interfaces are protected by a multi-layered security architecture that combines encryption, network restrictions and authentication. All communication takes place exclusively via the secure SSL/TLS (HTTPS) protocol, which guarantees the protection of transmitted data against eavesdropping or manipulation. Access to the API is only permitted from defined IP addresses, which significantly reduces the risk of unauthorised access from unknown or unverified sources.

In addition, each API call is authenticated using a username and password that Clients must provide for each request, ensuring that only authorised entities can use the API.

- 15.4 The Provider's computers are centrally managed through an Identity Access Management system, which provides unified control over user accounts and access rights. The security of end devices is further enhanced by the deployment of an Endpoint Detection and Response (EDR) system, which continuously monitors their status, detects threats and responds to suspicious activity. The protection also includes analysis of changes on end devices, which enables the timely detection of non-standard behaviour or unauthorised interference. Logging into devices is secured by multi-factor authentication (MFA), which adds an extra level of protection beyond the traditional use of a username and password.
- 15.5 Backups of all critical systems are performed according to the 3-2-1 strategy, which ensures that three copies of data are stored on two different media, with one copy stored offline (air gap) on an immutable device located in a safe. This approach is complemented by the use of cryptographic technologies that protect backups from unauthorised access and guarantee the integrity of stored data. The functionality and reliability of backups are regularly verified through testing, ensuring their readiness for recovery in the event of an incident.
- 15.6 The Cryptoasset Services Department is responsible for providing Custody and Transfer services within the Provider's organisational structure. Any technical or security risks associated with the provision of Custody and Transfer services are addressed by the Provider through its IT department and in cooperation with its information and communication technology service providers.
- 15.7 The Provider's human resources consist of qualified experts with experience in information security, compliance, and the provision of services in the field of crypto assets. Employees are selected based on professional criteria and reliability checks. The Provider provides regular training and awareness-raising for its employees in the areas of cyber security, prevention of money laundering and terrorist financing, and personal data protection. All employees of the Provider and cooperating persons (service providers) are bound by a strict confidentiality policy and sign non-disclosure agreements. The Provider's internal policies and control mechanisms ensure the separation of critical functions and minimise the risk of abuse of access rights. The Provider continuously assesses the effectiveness of its human resources and ensures their compliance with regulatory requirements.

## **16 THE PROVIDER'S LIABILITY FOR THE LOSS OF THE CLIENT'S CRYPTO ASSETS**

- 16.1 The Provider's liability for the loss of Clients' crypto assets or means of access to crypto assets is based on the principles of strict liability. The Provider may only be relieved of liability if it proves the existence of circumstances excluding its liability. Circumstances excluding the Provider's liability are considered to be obstacles where it cannot be reasonably assumed that the Provider could have averted or overcome this obstacle or its consequences, even with the exercise of due professional care, and furthermore, that it could have foreseen this obstacle at the time the obligation arose.
- 16.2 Incidents that can be attributed to the Provider include, for example:

- 16.2.1 incidents related to information and communication technologies used by the Provider;
  - 16.2.2 cyber attacks;
  - 16.2.3 theft of physical equipment representing the Client's wallet, laptops, computers or other technologies, as a result of which the Provider loses access to crypto assets and the ability to dispose of them, due to the Provider's incorrect and unprofessional handling and storage of them;
  - 16.2.4 disclosure of passwords and other authenticators;
  - 16.2.5 failure and breach (including negligence) of the obligations of employees and members of the Company's bodies; and
  - 16.2.6 fraud.
- 16.3 The Provider cannot be held responsible for incidents that objectively occurred independently of the Provider's will, such as:
- 16.3.1 natural disasters and any incidents arising from force majeure;
  - 16.3.2 incidents other than those referred to in Article 16.2 related to the operation of the distributed transaction database, which the Provider cannot influence; and
  - 16.3.3 incidents other than those referred to in Article 16.2 that occurred independently of the Provider's activities and cannot be attributed to the Provider.
- 16.4 The calculation of incidents within the meaning of Article 16.2 and 16.3 is illustrative, and each incident is always assessed individually, taking into account the specific contribution of the Provider to the occurrence of the incident.
- 16.5 If the Provider does not waive its liability under Article 16.1, the Provider's liability shall be limited to the market value of the crypto asset at the time of its loss, which shall be determined based on the value applicable to the crypto asset at the time of loss on one of the reputable trading platforms for crypto assets (at the Provider's discretion), such as Binance, Kraken or Coinbase. The data recorded in the Register immediately prior to the loss of crypto assets shall be decisive for determining the number of lost crypto assets.
- 16.6 In order to minimise the risk of loss of crypto assets or means of access to crypto assets, the Provider uses security systems in accordance with Article 15 and manages this risk in accordance with its internal procedures and policies.
- 17 PROTECTION OF CLIENTS' CRYPTO ASSETS IN THE EVENT OF FORECLOSURE, BANKRUPTCY, RESTRUCTURING OF THE PROVIDER AND IN SIMILAR CASES**
- 17.1 Clients' crypto assets held in custody do not form part of the Provider's assets and are not subject to enforcement of a decision against the Provider under special regulations (e.g. under Act No. 71/1967 Coll. on Administrative Procedure (Administrative Code), Act No. 233/1995 Coll. on

Judicial Executors and Enforcement Activities (Enforcement Code) and on Amendments to Other Acts, Act No. 65/2001 Coll. on the Administration and Enforcement of Judicial Claims).

17.2 The declaration of bankruptcy on the Provider's assets, the authorisation of restructuring, the suspension of payments or the restriction of payments as a result of measures under special regulations shall not affect the Clients' rights to crypto assets held in Custody; the rights to assert and enforce claims from these crypto assets shall also remain unaffected.

## 18 COMMUNICATION BETWEEN THE CLIENT AND THE PROVIDER AND THEIR RELATIONSHIP

18.1 Any communication, notice, waiver or other notification from the Client in connection with the Custody or other rights and obligations of the Client or the Provider under these Terms and Conditions must be delivered to the Provider at the following email address: [info@madisonsix.sk](mailto:info@madisonsix.sk). Notwithstanding the preceding sentence, instructions relating to crypto assets for which the Provider provides Custody may be entered into the Account on the Portal, if so provided by these Terms and Conditions.

18.2 Any communication, message or notification from the Provider, any waiver of rights or other similar notification from the Provider shall be delivered to the Client at the Client's Email Address.

18.3 The Client may change their email address within their Account.

18.4 For the purposes of these Terms and Conditions, an email shall be deemed to have been delivered on the day it was sent if (i) the sender of the email has not received a message stating that the email could not be delivered, or if (ii) the recipient of the email does not prove that the email was not delivered.

18.5 The Provider's telephone number is: **+421 905 886 681**. The Consumer may contact the Provider at the telephone number specified in the previous sentence solely for the purpose of obtaining information about the Deposit or other rights and obligations of the Consumer or the Provider under these Terms and Conditions.

18.6 The Client is obliged to make every effort to cooperate with and assist the Provider in fulfilling its obligations under these Terms and Conditions, if the Provider of Services so requests.

18.7 The Client may not assign any rights or obligations under these Terms and Conditions or arising from any Service to a third party.

18.8 The Client is solely responsible for fulfilling all their tax obligations in connection with the use of the Services and is responsible for their proper fulfilment towards the relevant tax administrator. For this purpose, the Provider shall provide the Client with all information that the Client will need to fulfil their tax obligations. The Provider does not fulfil any of the Client's tax obligations on their behalf, which the Client expressly agrees to and undertakes to fulfil themselves. Furthermore, the Provider is neither authorised nor obliged to provide the Client with tax advice or to represent them before public authorities.

18.9 In the event of the Client's death, any property rights relating to the Services provided by to the

Provider shall become subject to inheritance proceedings. The Client's heir or heirs are obliged to submit the Client's death certificate, a valid court decision/certificate of inheritance in the matter, or other court decision to the Provider.

- 18.10 The Client is entitled to request the cancellation of the Account at any time. Such a request by the Client shall be considered as termination of the contract concluded between the Client and the Provider pursuant to Article 3.5 with a notice period of 30 days, which shall commence upon delivery of the notice to the Provider.
- 18.11 The Provider reserves the right to terminate the provision of any or all Services under these Terms and Conditions at any time. In such a case, it shall reject new requests from the Client for any Service that it has decided to discontinue and shall terminate the active Service (e.g. Custody) with a 30-day notice period, which shall commence upon delivery of the notice to the Client.
- 18.12 As a result of the cancellation of the Account, the Client's Wallet will also be cancelled. Therefore, in the event of cancellation of the Account, whether by the Provider or the Client, the Client must submit an order for Transfer or Exchange (to FIAT currency) in relation to the crypto assets in the Wallet, otherwise the Account cannot be cancelled. If the Client fails to do so, the Provider is entitled to charge Fees for the continued Custody of these crypto assets.
- 18.13 The Provider reserves the right to temporarily suspend the provision of Services, in particular in cases of (i) force majeure, (ii) hacker attack, (iii) change in legislation that prevents the Provider from providing the Services under the terms and conditions contained in these Terms and Conditions, (iv) an internet outage or similar event that prevents the Provider from providing the Services, or (v) in the event of a suspicion that any of the Client's transactions may constitute an unusual business transaction within the meaning of the AML Act.

## **19 CERTAIN INFORMATION OBLIGATIONS TOWARDS CONSUMERS**

- 19.1 The supervisory authority for the Provider's activities is, according to the MiCA Regulation and national regulations, the NBS, with its registered office at Imricha Karvaša 1, 813 25 Bratislava. The supervisory authority for certain obligations of the Provider under Act No. 391/2015 Coll. is the Slovak Trade Inspection, Bajkalská 21/A, P. O. BOX 29, 827 99 Bratislava.
- 19.2 The Provider's business is to provide the following crypto-asset services under the MiCA Licence:
- 19.2.1 providing custody and management of crypto assets on behalf of clients (i.e. Custody within the meaning of these Terms and Conditions);
  - 19.2.2 execution of orders relating to crypto assets on behalf of clients (i.e. Execution of Orders within the meaning of these Terms and Conditions);
  - 19.2.3 receiving and transmitting orders relating to crypto assets on behalf of clients (i.e. Order Reception within the meaning of these Terms and Conditions);
  - 19.2.4 exchanging crypto assets for funds and exchanging crypto assets for other crypto assets (i.e. Exchange within the meaning of these Terms and Conditions); and

19.2.5 providing cryptoasset transfer services on behalf of clients (i.e. Transfer within the meaning of these Terms and Conditions).

19.3 The Provider warns the Client of the risks associated with crypto assets as high-risk digital assets subject to extreme price volatility, technological risks and possible loss of value, as well as the fact that past performance is no guarantee of future returns in connection with crypto assets. The Services are not protected by the Deposit Protection Fund or the Guarantee Fund. Information on risks is published on the Provider's website: [here](#).

19.4 A Client who is a Consumer is entitled to withdraw from the contractual relationship concluded under Article 3.5 without giving any reason within 14 days of creating an Account by sending a clear statement either to the Provider's registered office or to its email address info@madisonsix.sk. However, if such a Client in the position of a Consumer has already used any Services from the Provider within the withdrawal period according to the previous sentence, they lose the right to withdraw from the contractual relationship without giving a reason, as the provision of the Service relates to crypto-assets whose value depends on movements in the financial market, which the Provider cannot influence and which may occur during the withdrawal period.

## 20 COMPLAINTS AND DISPUTE RESOLUTION OPTIONS

20.1 The Client may submit any complaints against the Provider in connection with their rights under these Terms and Conditions in accordance with the Provider's complaint handling policy set out in the Provider's internal regulations, which are available on the Provider's website: [here](#).

20.2 In the event of any suggestions or complaints related to the provision of Services, the Client is entitled to contact the Provider either by email at: [staznosti@madisonsix.sk](mailto:staznosti@madisonsix.sk) or in writing to the Provider's registered office, or verbally in accordance with the procedure set out in the Provider's internal regulations on the handling of complaints under Article 20.1.

20.3 A Client in the position of a Consumer also has the right to submit a request for redress to the Provider pursuant to Section 11 of Act No. 391/2015 Coll. if a dispute arises between them and the Provider regarding the exercise of rights arising from liability for defects (e.g. the Consumer disagrees with the manner in which the complaint was handled) or if the Consumer believes that the Provider has violated their other rights.

20.4 If the Provider has responded to the request for redress pursuant to Article 20.3 with a refusal or has not responded to it within 30 days of the date of its dispatch, the Consumer has the right to submit a proposal for alternative dispute resolution to an alternative dispute resolution entity, which may be, at the Consumer's discretion and choice, any of the alternative dispute resolution entities registered in the list maintained by the Ministry of Economy of the Slovak Republic ([www.mhsr.sk](http://www.mhsr.sk)), published on the website [here](#), which is authorised to resolve disputes arising from consumer contracts in accordance with Act No. 391/2015 Coll. This does not affect the Consumer's right to refer the matter to the competent court.

20.5 Any disputes between the Client and the Provider may also be resolved out of court in accordance with other legal regulations governing out-of-court settlement of disputes, such as Act No.

420/2004 Coll. on Mediation, Act No. 335/2014 Coll. on consumer arbitration proceedings, or conciliation proceedings within the meaning of Act No. 160/2015 Coll. Civil Procedure Code, or clients who are not consumers also in accordance with Act No. 244/2002 Coll. on arbitration proceedings.

20.6 If disputes are not resolved alternatively or out of court in accordance with applicable legislation, they will be heard and decided by the competent general court in the Slovak Republic.

## **21 CHANGE OF TERMS AND CONDITIONS**

21.1 The Provider reserves the right to unilaterally change these Terms and Conditions without the Client's consent. In such a case, the Provider shall publish on the Provider's Website a new complete version of the Terms and Conditions, which shall fully replace the previous version of the Terms and Conditions and which shall be effective from the effective date specified in the new version of the Terms and Conditions, but not earlier than 14 days after the date of publication of the new version of the Terms and Conditions (hereinafter referred to as **the "Effective Date"**). The Provider shall notify the Client that a new complete version of the Terms and Conditions has been published by sending a relevant message with the new version of the Terms and Conditions or a link to the new version of the Terms and Conditions attached, to the Client's email address, with instructions on how to terminate the contract concluded with the Provider free of charge on the Effective Date of the change to the Provider's Terms and Conditions .

21.2 If the Client does not agree with the change to the Terms and Conditions pursuant to Article 21.1 , they may terminate the contract free of charge and without penalty before the Effective Date and request the cancellation of their Account no later than the Effective Date of the change to the Provider's Terms and Conditions. In this case, the Client's rights may not be impaired from the Effective Date until the date of cancellation of their Account as a result of the change in the Terms and Conditions.

21.3 If the Client does not express their disagreement in accordance with Article 21.2 , they are deemed to have agreed to the new wording of the Terms and Conditions without reservation.

21.4 The Provider is entitled to change the Price List in the same manner and within the same time limits as these Terms and Conditions are changed in accordance with Article 21.

## **22 FINAL PROVISIONS**

22.1 These Terms and Conditions are available to Clients at on the Provider's website .

22.2 These Terms and Conditions and the relationship between the Provider and the Client in the provision of Custody and Transfer, as well as in the provision of other Services of the Provider, are governed by the legal order of the Slovak Republic, in particular the MiCA Regulation for all Clients, the relevant provisions of the Civil Code in the area of consumer protection, the Consumer Protection Act, the Distance Financial Services Act, if the Client is a Consumer, and the relevant provisions of the Commercial Code, if the Client is not a Consumer.

22.3 Any disputes between the Provider and the Client shall be settled by the competent courts of the

Slovak Republic and shall be governed by Slovak law.

- 22.4 These Terms and Conditions are also binding on the legal successors of the Provider and the Client. These Terms and Conditions are drawn up in the Slovak language.
- 22.5 These Terms and Conditions are drawn up in the Slovak language. For the convenience of Clients, language versions in other languages, in particular English or Czech, may also be made available, solely for the purpose of facilitating understanding of their content. In the event of any conflict, ambiguity or difference in interpretation between the individual language versions, the Slovak version of these Terms and Conditions shall prevail. The Provider shall communicate with the Client in the aforementioned languages (Slovak, Czech and English) throughout the duration of the contractual relationship.
- 22.6 The Provider declares that when processing personal data, it will ensure sufficient guarantees for the implementation of appropriate technical and organisational measures in such a way that the processing meets the requirements of the GDPR and ensures the protection of the rights of data subjects. Further information on the protection of personal data processed by the Provider is provided and published on the Provider's website in the Privacy Policy: [here](#).
- 22.7 If any provision of these Terms and Conditions becomes invalid or unenforceable, the other provisions of these Terms and Conditions shall remain valid, unless the nature of these Terms and Conditions or their content indicates that such invalid or unenforceable provision cannot be separated from the rest of the content of these Terms and Conditions.

These Terms and Conditions are effective from **05.01.2026**.