

# PRODUCT TERMS

## FOR THE PROVISION OF THE BITPANDA INDEX

VERSION 1.0.0, DATED 3 FEBRUARY 2025

### 1. Introduction to these Product Terms

- 1.1. **General.** The following "Index Terms" set forth the additional terms and conditions applicable when you purchase or sell any amount of an Index (as defined below) on the Bitpanda Platform.

In addition to the provisions set forth in this document, the general provisions of your "User Agreement" and the "E-Token Terms" apply to your use of the Bitpanda Platform and any "Transaction" conducted on the Bitpanda Platform.

- 1.2. **Contracting Party.** The possibility to purchase an amount of an Index is provided by Bitpanda GmbH and any Transaction for an Index is entered into between (i) Bitpanda GmbH and (ii) you.

- 1.3. **Conflict of terms.** In case of a conflict between the User Agreement, other Product Terms, and these Index Terms, these Index Terms shall prevail for providing services with regard to an Index.

- 1.4. **Definitions.** The Definitions shall have the meanings ascribed to them in the Annex (Definitions) to these Index Terms.

### 2. Overview

- 2.1. An "Index" means a basket of "**Crypto-Assets**" having one of a number of strategies which provide exposure to a certain Crypto-Asset sector or bracket of the Crypto-Asset market. The weighting of the allocation of the Crypto-Assets and the calculation and recalculation of the allocation of the Crypto-Assets in the Index is determined by external partners (third parties) who are independent of and outside the influence of Bitpanda. Bitpanda only carries out the rebalancing detailed below.

From time to time, certain Crypto-Assets may be excluded or removed from an Index and/or the allocation of a particular Crypto-Asset within an Index may be recalculated, whenever such removal or exclusion is deemed necessary to comply with legal restrictions (such as regulatory requirements) or to mitigate risks, that are to be reasonably expected to materialise in connection with such Crypto-Asset (for example, upon suspicion of fraud or market manipulation).

2.2. **Index Wallet.** Your holdings of amounts of an Index are recorded and displayed in separate "Index Wallets" in your Account.

### 3. Offer, Rebalancing

3.1. **Index Offer.** You can purchase or sell an amount of an Index by making a single "Offer" for an amount of an Index on the Bitpanda Platform. Each such Offer is deemed to be a request to:

- enter into multiple Transactions, with each Transaction being a purchase of a specific "E-Token" referenced by the selected Index in the amount which best reflects the relative allocation (as set from time to time during the Rebalancing) between the E-Tokens referenced by the selected Index; and
- authorise Bitpanda to perform regular Transactions, being purchases or sales of specific E-Tokens referenced by, or ceasing to be referenced by, the selected Index, to rebalance your holdings of E-Tokens purchased as part of a purchase of an amount of an Index such that, when taken together, your relative holdings of such E-Tokens best reflects the relative allocation (as set from time to time) between the E-Tokens referenced by the selected Index.

The specific process for Offers for the purchase or sale of E-Tokens, is set out in the User Agreement and the E-Token Terms.

3.2. **Rebalancing.** Each Index is adjusted from time to time based on changes in the crypto market and data calculated and provided by a third party. As part of this process, the constituent E-Tokens and their relative weightings in each Index are reviewed and, if necessary, rebalanced. This rebalancing happens in a predefined period (for example, at the end of each month). Rebalancing will be done no later than two Business Days after the end of a period. Rebalancing creates corresponding Offers for the purchase and/or sale of E-Tokens, as described in Clause 3.1., which are shown in your Index Wallet.

- 3.3. **Rebalancing minimum size.** Offers required in relation to any rebalancing are only carried out if the purchase or sale of E-Token reaches a minimum size of EUR 10.
- 3.4. **Settlement.** Any Transaction may only be settled in E-Money.
- 3.5. **Fees.** Each Transaction made during the purchase of the Index and during Rebalancing incurs fees as specified in the [Cost Transparency Document](#).
4. **Limitations**
- 4.1. **No availability of certain Assets.** Certain Crypto-Assets referenced by an Index may not be offered on the Bitpanda Platform, not even as "Index Only E-Token".
- If a Crypto-Asset is not currently available on the Bitpanda Platform, we will aim to add it within a reasonable time, unless there are technical, legal or economic reasons not to.
- 4.2. If the integration of the respective Crypto-Asset has been successfully completed, the E-Token for this Crypto-Asset will be added to the corresponding Index Wallet as part of the next rebalancing at the price displayed on the Bitpanda Platform at the time of this rebalancing.
- The extent to which new E-Token that were not previously available can be integrated on the Bitpanda Platform (meaning whether these E-Token can be traded/purchased on the Bitpanda Platform as "Integrated E-Token", "Trade Only E-Token" or Index Only E-Token) is decided on the basis of technical, legal and economic restrictions.
- 4.3. **No sale of individual E-Token underlying an Index.** The individual E-Tokens purchased through the Index and recorded in any Index Wallet cannot be sold individually unless the Index is terminated pursuant to Clause 5.2. The only way to sell the component parts of an Index is by selling part or all of your holdings of the Index itself.
- 4.4. **No Transfer of E-Tokens underlying an Index.** The individual E-Token purchased via an Index and recorded in the Index Wallet cannot be withdrawn, unless it is terminated pursuant to Clause 5.2.

## 5. Term and Termination

5.1. **Term.** Any Index may be terminated or discontinued at any time. In the event of a termination of any Index, you will receive a notice of termination for the respective Index by email with a notice period of at least 30 days; your contractual relationship with Bitpanda and any other Products remain unaffected.

5.2. **Termination and Claim.** In case of a termination of an Index pursuant to Clause 5.1., the E-Token can be transferred to the usual Bitpanda Wallet ("Claim"). In the event of a Claim, you will receive all underlying E-Tokens associated with your holdings to your E-Token Wallet.

Index Only E-Tokens are not eligible for Claim and will instead be sold and credited to your Wallet in E-Money.

## Annex

### Definitions

Definition	Meaning
Bitpanda GmbH	means Bitpanda GmbH, with its corporate seat in A-1020 Vienna, Stella-Klein-Löw Weg 17, registered with the commercial register of the commercial court Vienna under FN 569240v.
Claim	means your right to, in the event of a termination pursuant to Clause 5.1., to transfer your E-Tokens (excluding Index-Only E-Tokens) to the E-Token Wallet.
Crypto-Asset	means a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology (as defined in Art 3 para 1 no 5 MiCAR).
Definitions	means the capitalized words used throughout the User Agreement and Product Terms that have a certain meaning, which is set out in this Annex.
E-Token	means the interface representation of Crypto-Assets on the Bitpanda Platform.
E-Token Terms	means the document E-Token Terms, which you can find <a href="#">here</a> .
Index	means each product referred to as a 'Bitpanda Crypto Index' on the Bitpanda Platform, each being a method of purchasing, by way of a single action via the Bitpanda Platform, a basket of E-Tokens having one of a number of strategies which provide exposure to a certain Crypto-Asset sector or bracket of the Crypto-Asset market, as detailed further <a href="https://cdn.bitpanda.com/terms-and-conditions/bci-prospectus-bitpanda-en-latest.pdf">https://cdn.bitpanda.com/terms-and-conditions/bci-prospectus-bitpanda-en-latest.pdf</a>
Index Only E-Token	means E-Token that are only included in an Index and may only be purchased or sold as part of a purchase or sale of an amount of an Index, and not individually. Deposits of Index Only E-Tokens from, and withdrawals of Index Only E-Tokens to, external wallets are not supported.

<b>Integrated E-Token</b>	means E-Token that can be purchased, sold, exchanged, and deposited from and withdrawn to external wallets on the Bitpanda Platform.
<b>Index Terms</b>	means this document.
<b>Index Wallet</b>	means your Wallet used exclusively for the storage of E-Tokens held through an Index.
<b>Offer</b>	means your binding offer to Bitpanda to trade a Supported Asset. Any Offer must be issued and confirmed in accordance with the Offer process set out in the User Agreement or applicable Product Terms.
<b>Product Terms</b>	means the entirety of the individual terms and conditions that shall apply for a specific product, which are set out in specific legal documents in our legal repository <a href="https://www.bitpanda.com/en/legal">https://www.bitpanda.com/en/legal</a> .
<b>Rebalancing</b>	means the rebalancing of an Index, which is carried out at regular intervals based on changes in the market for Crypto-Assets and on data calculated and provided by a third party.
<b>Trade Only E-Token</b>	means E-Token that can only be purchased, sold, or exchanged for other Tokens available on the Bitpanda Platform. Deposits of Trade Only E-Tokens from, and withdrawals of Trade Only E-Tokens to, external wallets are not supported.
<b>Transaction</b>	means a contractual relationship that is the result of any Bitpanda Company accepting an Offer from you in accordance with the acceptance procedures set out in the User Agreement and the Product Terms.
<b>User Agreement</b>	means the document User Agreement and all Annexes and documents referred therein.