

# PRODUCT TERMS

## FOR THE BITPANDA LOYALTY PROGRAMME

VERSION 4.0.0, DATED 3 FEBRUARY 2025

1. Introduction to these Product Terms
  - 1.1. **Scope.** The following "Loyalty Terms" set out the additional terms and conditions applicable when you participate in any loyalty programme offered by Bitpanda.

In addition to the provisions set out in this document, the general provisions of your "User Agreement" apply to your use of the "Bitpanda Platform" and any "Transaction" conducted over the Bitpanda Platform. These terms will supersede the existing contractual relationship between you and Bitpanda with respect to the Loyalty Programme.
  - 1.2. **Contracting Party.** The Bitpanda Loyalty Programme is offered by "Bitpanda GmbH".
  - 1.3. **Conflict of terms.** In case of a conflict between the User Agreement, other "Product Terms" and these Loyalty Terms, these Loyalty Terms shall prevail.
  - 1.4. For detailed information on Bitpanda Ecosystem Token (BEST), please refer to White Paper <https://cdn.bitpanda.com/terms-and-conditions/best-bitpanda-en-latest.pdf>.
  - 1.5. **Definitions.** The "Definitions" shall have the meanings ascribed to them in Annex 2 to these Loyalty Terms (*Definitions*).
2. Bitpanda Loyalty Programme
  - 2.1. **Participation.** Customers may join the Loyalty Programme and become "LP Participants" by agreeing to these Loyalty Terms.
  - 2.2. The Bitpanda Loyalty Programme is offered exclusively for customers that reside in eligible countries.
  - 2.3. **Exclusion for partner services.** Bitpanda provides its services and products also for partners like banks, fintechs and asset managers. These partners utilise the Bitpanda Platform to enable the trading of "Supported Assets". For the avoidance of doubt, any potential benefits voluntarily granted by Bitpanda under the Bitpanda Loyalty Programme are solely granted to Bitpanda customers. This does not extend to users of these partners, irrespective of whether an "Account" is created for them via the partner platform.

- 2.4. **Loyalty Programme Benefits.** LP Participants may benefit from the loyalty benefits, rewards or other advantages outlined in Annex 1 ("LP Benefits"). Annex 1 shall be considered an integral part of these Loyalty Terms.
- 2.5. The extent to which a Loyalty Programme Participant may receive LP Benefits depends on various factors, such as the amount of BEST held or the trading and investment activity on the Bitpanda Platform. More detailed information can be found in Annex I below.
- 2.6. **No claims.** All actual or potential LP Benefits under the Bitpanda Loyalty Programme are voluntarily granted by Bitpanda and are to be considered a gift from Bitpanda to the respective LP Participant. Therefore, LP Participants do not have any claims against a Bitpanda Company for future or past rewards. Bitpanda reserves the right to amend or discontinue the benefits of the Loyalty Programme at any time, without prior notice, as well as to reclassify your BEST VIP Level or Bitpanda Club Status. However, any benefits or rewards already received by the LP Participant cannot be reclaimed.
- 2.7. **No cash redemption.** No LP Participant can make a claim against any Bitpanda Company for the cash redemption or replacement of any equivalent value of the LP Benefits received under the Bitpanda Loyalty Programme.
- 2.8. **Technical errors.** In situations where an LP Participant erroneously receives benefits or other rewards from the Bitpanda Loyalty Programme due to technical or any other reason, the LP Participant is obliged to immediately inform Bitpanda. Bitpanda reserves the right to reclaim these falsely acquired benefits or rewards and the LP Participant must comply by returning them.
3. Earning rewards through referrals
- 3.1. As part of our Loyalty Program, customers can earn rewards via the "Tell-a-Friend Programme", by referring new customers to join Bitpanda. You, as the "Promoter," may only refer individuals who have never been customers of Bitpanda.
- 3.2. **Requirements for Promotion Award.** The Promoter will be credited a "Promotion Award" in the form of E-Money to their Account for every referred customer. The Promotion Reward will be credited subject to the following requirements:
- 3.2.1. The referred customer:
- (i) has successfully created an Account, used your "Promoter Referral Code" and verified its identity according to the User Agreement;
  - (ii) has invested in E-Token or Bitpanda Index and met the minimum purchase requirements laid out in the Promoter Referral Code; and
  - (iii) has Cookies enabled.

- 3.3. For each successful referral, where the requirements of Clause 3.2.1 are fulfilled, both the Promoter and the referred customer will receive the specific amount of E-Money as specified in the Promoter Referral Code.
- 3.4. Promotion Awards granted under the Tell-a-Friend Programme are valid for a period of 180 days from the date they are credited to your Account. If Promotion Awards are not redeemed within this 180-day period, they will expire and be automatically deducted from your Account.
- 3.5. Promoters may only use advertising materials provided by Bitpanda. Alterations to these materials or the use of materials created by the Promoter are strictly forbidden.
- 3.6. **Forbidden Actions.** Spamming, cold calling or any other intrusive advertising measures are strictly forbidden. Further, it is strictly forbidden to share your Promoter Referral Code to a large group of people at once (e.g. via social media posting or messaging services such as Telegram). You may only share your Promoter Referral Code with people you are directly engaging with.

If Bitpanda determines that the Promoter has engaged in fraudulent behaviour or attempts to abuse the Tell-a-Friend Programme in a way evidently unintended by Bitpanda, Bitpanda may decide not to grant any awards under the Tell-A-Friend Programme (including the Promotion Awards for the Promoter and for the referred customer) and potentially block and/or terminate the Promoter's Account.

- 3.7. **Promoters are acting in own name.** Promoter must participate in the Tell-a-Friend Programme in their own name and on their own account. Any act in the name of or on behalf of Bitpanda is forbidden (e.g., sending messages on behalf or in the name of Bitpanda to persons; publishing postings or publishing any statement on behalf or in the name of Bitpanda, editing the logo(s), brands or other material of Bitpanda, promoting any discounts for the services of Bitpanda, except for discounts which are published by Bitpanda themselves).
- 3.8. **Prohibition of Pay Per Click or Search Engine Marketing.** Any Promoter must refrain from using any Pay Per Click (PPC) or Search Engine Marketing (SEM) methods when participating in the Tell-a-Friend Programme, including but not limited to Google Adwords and Bing Ads. In particular forbidden is:
  - (i) advertising on behalf or in the name of Bitpanda, leading users directly to the Bitpanda Platform, the Promoter's website or any other third party website as a result of that paid advertising,
  - (ii) bidding on Bitpanda brand terms, including any forms of misspellings and typos,
  - (iii) using Bitpanda brand terms, including any misspellings or typos within the paid ads text and/or images, or
  - (iv) directly competing against Bitpanda ads in order to show up on the search results pages.

3.9. Persons with residence/seat in certain jurisdictions or countries may be excluded from participation in the Tell-a-Friend Programme due to e.g. regulatory reasons (both as Promoter and referred customer).

4. Termination and change of services

4.1. Bitpanda may modify the terms of or terminate the Tell-a-Friend Programme and the Bitpanda Loyalty Programme at any time.

Any changes to the LP Benefits or eligibility requirements will be communicated as soon as reasonably practicable.

However, any rewards already received cannot be revoked due to changes in the respective programmes.

## Annex 1

## Bitpanda Loyalty Benefits

## 1. BEST VIP Levels / Bitpanda Club Status

1.1. An LP Participant may benefit from LP Benefits under the Bitpanda Loyalty Programme depending on reaching a certain "BEST VIP Level" or "Bitpanda Club Status".

1.2. The BEST VIP Level depends on the amount of BEST held in the LP Participant's Account at any given time. The following Levels are available:

BEST VIP Level	Required holdings of BEST
Level 1	min. 10 BEST
Level 2	min. 1,000 BEST
Level 3	min. 5,000 BEST
Level 4	min. 10,000 BEST
Level 5	min. 50,000 BEST

## 1.3. Bitpanda Club Status

The Bitpanda Club Status depends on the customer's lifetime trading volume of the last 6 months. The following Clubs are available:

Club Silver	Actively traded in the last 6 months with at least 5 completed trades and a trade amount between EUR 50,000 and EUR 100,000 in one of the last 6 months.
Club Gold	Actively traded in the last 6 months with at least 5 completed trades and a trade amount of over EUR 100,000 in one of the last 6 months.

## 2. LP Benefits

## 2.1. Best VIP Level 1

LP Participants holding at least 10 BEST will reach BEST VIP Level 1. LP Participants with BEST VIP Level 1 are eligible for the following benefits:

- (i) actively claim "Weekly Base Rewards";
- (ii) actively claim additional "Trading Rewards";
- (iii) receive an "Instant Trade Bonus"; and
- (iv) receive exclusive access to advantages and benefits from partners as outlined in clause 3 below.

## 2.2. Best VIP Level 2

LP Participants holding at least 1,000 BEST will reach BEST VIP Level 2. LP Participants with BEST VIP Level 2 are eligible for the following benefits:

- (i) all the LP Benefits of LP Participants with BEST VIP Level 1 - but in the amount relating to BEST VIP Level 2; and
- (ii) additional collection of "Weekly Bonus Rewards".

## 2.3. BEST VIP Level 3

LP Participants holding at least 5,000 BEST will reach BEST VIP Level 3. LP Participants with BEST VIP Level 3 are eligible for the following benefits:

- (i) all the benefits of LP Participants with BEST VIP Level 2 - but in the amount relating to BEST VIP Level 3;
- (ii) enjoy several Bitpanda Card benefits; and
- (iii) benefits from the BEST VIP Affiliate Bonus.

## 2.4. BEST VIP Level 4

LP Participants holding at least 10,000 BEST will reach BEST VIP Level 4. LP Participants with BEST VIP Level 4 are eligible for the following benefits:

- (i) all the benefits of LP Participants with BEST VIP Level 3 - but in the amount relating to BEST VIP Level 4; and
- (ii) exclusive Bitpanda Club Programme benefits as outlined in Clause 6.

## 2.5. BEST VIP Level 5

LP Participants holding at least 50,000 BEST will reach BEST VIP Level 5. LP Participants with BEST VIP Level 5 are eligible for the following benefits:

- (i) all the benefits of LP Participants with BEST VIP Level 4 - but in the amount relating to BEST VIP Level 5; and
- (ii) exclusive Bitpanda Club Programme benefits as outlined in Clause 6.

## 2.6. Club Silver

LP Participants who have (i) actively traded in the last 6 months, (ii) completed at least 5 trades, (iii) hold a Wallet balance of at least EUR 400 worth of Supported Asset and/or E-Money and (iv) reached a trading volume of over EUR 50,000 in one of the last 6 months,

achieve Bitpanda Club Status Silver. They are eligible for the Bitpanda Club Programme benefits, as outlined in Clause 6.

## 2.7. Club Gold

LP Participants who have (i) actively traded in the last 6 months, (ii) completed at least 5 trades, (iii) hold a Wallet balance of at least EUR 400 worth of Supported Asset and/or E-Money and (iv) reached a trading volume of over EUR 100,000 in one of the last 6 months, achieve Bitpanda Club Status Gold. They are eligible for the Bitpanda Club Programme benefits, as outlined in Clause 6.

## 3. Company Partner Benefits

### 3.1. LP Participants with a BEST VIP Level get exclusive access to advantages and benefits provided by specific companies and organisations, which cooperate with Bitpanda to provide LP Benefits ("Company Partners").

Depending on your BEST VIP Level, LP Benefits from Company Partners may become more significant and more exclusive.

## 4. BEST Rewards

### 4.1. Eligible LP Participants. LP Participants can collect BEST through the BEST rewards system. To be eligible to do so, an LP Participant must

- (i) have BEST VIP Level 1 or higher;
- (ii) buy or sell at least one Supported Asset once a week on the Bitpanda Platform (the conversion of "Cash Plus A-Tokens" is excluded and does not constitute a purchase or sale of a Supported Asset); and
- (iii) actively accept the Loyalty Terms.

### 4.2. Reward System. The following rewards are offered within the Bitpanda Loyalty Programme:

- (i) Weekly Base Rewards;
- (ii) Weekly Bonus Rewards;
- (iii) Trading Rewards; and
- (iv) Instant Trade Bonus.

(i)-(iii) are collectively referred to as "BEST Weekly Rewards". (i)-(iv) are collectively referred to as "BEST Rewards".

### 4.3. Snapshot. At the end of every week (Monday-Sunday),

- (i) your BEST holdings on the Bitpanda Platform,
- (ii) your BEST VIP Level, and
- (iii) your weekly trading volumes,

are assessed through a snapshot. The snapshot will be taken every Sunday at 23:59:59 CET (Central European Time). Bitpanda intends to credit BEST Weekly Rewards to your

Account one day after the snapshot. That crediting may be delayed due to unforeseeable technical disruptions. In this case, necessary steps for the BEST crediting will be taken without undue delay.

- 4.4. **Active Claiming.** All BEST Rewards must be actively claimed each week. A retroactive claim of BEST Rewards is excluded in any case.
- 4.5. **Weekly Base Rewards.** LP Participants who are holding 10 BEST or more are eligible to claim Weekly Base Rewards in the amount of 0.1% of their BEST at the time of the snapshot.
- 4.6. **Weekly Bonus Rewards.** LP Participants with BEST VIP Level 2 and above can additionally claim Weekly Bonus Rewards. The rewarded amount of BEST depends on the customer's BEST VIP Level and their BEST holdings at the time of the snapshot.

The table shows the percentages of BEST, an LP Participant can claim as Weekly Bonus Reward:

BEST VIP Level	Additional % of BEST
Level 2	+0.025% per week
Level 3	+0.05% per week
Level 4	+0.075% per week
Level 5	+0.1% per week

4.7. **Trading Rewards.**

All LP Participants with BEST VIP Level 1 or above can claim Trading Rewards if certain thresholds in trading volume are reached. The Trading Rewards are based on (i) the LP Participant's trading volume and (ii) the type of Supported Asset traded on the Bitpanda Platform during the week of the snapshot. The percentages for Trading Rewards are calculated based on the LP Participant BEST holdings at the time of the snapshot.

- 4.7.1. **Trading volume E-Tokens and M-Tokens.** The calculation for Trading Rewards includes the combined trading volumes of E-Tokens and M-Tokens on the Bitpanda Platform during the week of the snapshot. The trading volume is calculated from the equivalent value of the E-Tokens or M-Tokens at the time of each trade. The Trading Reward, expressed as a percentage, is based on the LP Participant's BEST holdings at the time of the snapshot.

The table shows the required trading volume threshold of E-Tokens and M-Tokens and the corresponding Trading Rewards in BEST that can be claimed:

Trading Volume of E-Tokens and M-Tokens	Additional % of BEST
(≥) EUR 1,000	+0.01% per week
(≥) EUR 3,000	+0.025% per week
(≥) EUR 10,000	+0.05% per week
(≥) EUR 30,000	+0.075% per week

- 4.7.2. **Trading volume A-Tokens excluding Cash Plus A-Tokens.** The calculation for Trading Rewards is based on the trading volumes of all A-Tokens except Cash Plus A-Tokens on the Bitpanda Platform during the week of the snapshot. The trading volume is calculated from the equivalent value of the A-Tokens except Cash Plus A-Tokens at the time of each trade. The Trading Reward, expressed as a percentage, is based on the LP Participant's BEST holdings at the time of the snapshot.

The table shows the required trading volume threshold of A-Tokens and the corresponding Trading Rewards in BEST that can be claimed:

Trading Volume of A-Tokens except Cash Plus A-Tokens	Additional % of BEST
(≥ ) EUR 3,000	+0.01% per week
(≥ ) EUR 10,000	+0.025% per week
(≥ ) EUR 30,000	+0.05% per week
(≥ ) EUR 100,000	+0.075% per week

- 4.7.3. **Trading volume generated by L-Tokens is not included.** For the avoidance of doubt, a purchase or sale of L-Tokens is excluded from the calculation of the trading volume thresholds for Trading Rewards.

- 4.8. **Instant Trade Bonus.** The Instant Trade Bonus gives LP Participants BEST rewards based on the Supported Asset class they have traded and their BEST VIP Level. The Instant Trade Bonus is added instantly after each transaction to the Account. The percentage of the Instant Trade Bonus is determined by the trading volume on the Bitpanda Platform. The

following table shows the percentage rate of the additional BEST rewards through the Instant Trade Bonus:

BEST VIP Level	1	2	3	4	5
Supported Asset class					
E-Token	0.05%	0.1%	0.15%	0.2%	0.25%
M-Token	0.05%	0.1%	0.15%	0.2%	0.25%
A-Token excluding Cash Plus A-Token	0.005%	0.01%	0.015%	0.02%	0.025%

4.9. Bitpanda reserves the right to withhold, pause, or cancel the payout of rewards at any time, including rewards that have already been accrued or claimed by Participants. In such cases, you have no legal claim against Bitpanda regarding withheld, paused, or cancelled rewards.

## 5. Bitpanda Card Benefits

5.1. Depending on the BEST VIP Level, LP Participants who are also Bitpanda Card users, may enjoy several additional benefits (e.g. free ATM withdrawals, a reduced exchange fee, and cashback in tokens). For further information on the Bitpanda Card please refer to the [Bitpanda Card Terms](#).

5.2. The detailed BEST VIP Level Bitpanda Card Benefits can be found under <https://www.bitpanda.com/en/card>.

5.3. LP Participants who receive cashback, are not eligible to receive the Instant Trade Bonus for the same Transaction.

## 6. Bitpanda Club Programme

An LP Participant at BEST VIP Level 4 or above, Bitpanda Club Status Silver or Gold is automatically eligible for the "[Bitpanda Club Programme](#)". Further information on the Bitpanda Club Programme is available [here](#). An LP Participant eligible for the Bitpanda Club Programme will for example receive exclusive support (Bitpanda Concierge), personalised updates on new products (Bitpanda Customer Success Manager), increased limits for deposits and withdrawals and have an impact on upcoming features and Supported Asset listings. As a Bitpanda Club member, you are automatically eligible to participate in trading competitions. Bitpanda reserves the right to grant access to certain exclusive rewards and perks designed for a selected group of LP Participants. These benefits are not available to everyone but are instead allocated based on objective

selection criteria to ensure fairness and alignment with the Bitpanda Club Programme's goals.

7. BEST Stimulus and Burn Programme
- 7.1. **Deflation measures.** Bitpanda burns BEST in the amount of 25% of the collected trading premiums by BEST holders with a BEST VIP Level. This burning process is intended to be repeated monthly until a maximum of 75% of the total BEST (out of 1 billion BEST originally issued) has been burned.
- 7.2. Any deflationary measures do not represent a claim on or against (*Forderung gegenüber*) Bitpanda GmbH or any Bitpanda Company. Bitpanda may terminate, withhold or pause the measure anytime for objectively justified reasons and you do not have any legal claim against Bitpanda in such a case.

## Annex 2

## Definitions

Definition	Meaning
Account	means the user account you create by registering on the Bitpanda Platform.
BEST	means the Bitpanda Ecosystem Token.
BEST Rewards	means the entirety of Weekly Base Rewards, Weekly Bonus Rewards, Trading Rewards and Instant Trade Bonuses.
BEST VIP Level	means the level (1-5) assigned to an LP Participant that holds at least 10 BEST. The level depends on the amount of BEST held.
BEST Weekly Rewards	means the entirety of weekly reoccurring BEST Rewards (Weekly Base Rewards, Weekly Bonus Rewards, and Trading Rewards).
Bitpanda Club Programme	means the Programme that entitles LP Participants who are at BEST VIP Level 4 or above to further exclusive benefits pursuant to section 6 of Annex 1.
Bitpanda Club Status	means the status (Silver or Gold) assigned to customers, depending on their lifetime trading fee and/or their trading volume during the last 6 months at a given time.
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 569240 v.
Bitpanda Loyalty Programme	means a programme rewarding the loyalty of Bitpanda's customers which is available to customers without any extra charge by accepting the Loyalty Terms. LP Participants are granted the rewards and advantages set out in this document.
Bitpanda Platform	means the platform operated by Bitpanda which is offered via online or electronic means, mobile application as well as associated APIs of such platform or application which enable the user to trade or invest in the Supported Assets.
Cash Plus A-Token	means an A-Token with those MMFs (money market funds) as underlying for which Bitpanda offers Cash Plus, if the customer has opted-into Cash Plus.

Company Partners	means the variety of companies that partner with Bitpanda and provide access to certain rewards and/or advantages under the Bitpanda Loyalty Programme.
Definitions	means the capitalised words used throughout the Loyalty Terms that have a certain meaning, which is set out in this Annex.
E-Money	is defined in the E-Money Directive (Directive (EU) 2009/110) and nationally implemented with the Austrian E-Money-Act 2010 as electronically stored monetary value representing a claim on Bitpanda as issuer for the purpose of making payment transactions on the Bitpanda Platform.
Instant Trade Bonus	means a part of the BEST Rewards, granting an LP Participant a percentage of his/her BEST holdings instantly after a Transaction involving E-Tokens, M-Tokens or A-Tokens except Cash Plus A-Tokens. The amount of the Instant Trading Bonus is dependent on the traded asset class and the BEST VIP Level of the respective customer.
Loyalty Terms	means this document and all Annexes.
LP Benefits	means the loyalty benefits, rewards, or other advantages to which the LP Participants are entitled, as set out in Annex 1.
LP Participant	means a customer participating in the Bitpanda Loyalty Programme.
Product Terms	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> .
Promoter	means a customer who refers another person who has never been a customer of Bitpanda, where that other person registers for an Account and uses the Promoter Referral Code.
Promoter Referral Code	means the code assigned to a Promoter, for the purposes of earning Promotion Awards, which that person can share with others.
Promotion Award	means the amount of E-Money credited to your E-Money wallet and other benefits received for every referred customer. Includes the benefits for the Promoter and the referred customer.
Supported Asset	means the assets that you can trade or invest in on the Bitpanda Platform.
Tell-a-Friend Programme	means Bitpanda's referral programme as set out in clause 3 of these Loyalty Terms.

Trading Reward	means a part of the BEST Weekly Rewards, granting an LP Participant a certain percentage of his/her BEST holdings if certain thresholds of trading volume are reached.
Transaction	means a contractual relationship that is the result of any Bitpanda Company accepting an Offer from you in accordance with any applicable Product Terms. The exact scope of a Transaction depends on what your respective Offer encompasses, which is detailed for each type of Offer in the User Agreement or applicable Product Terms.
User Agreement	means the document User Agreement and all Annexes and documents referred therein.
Weekly Base Reward	means a part of the BEST Weekly Rewards, granting an LP Participant at BEST VIP Level 1 and above, a certain percentage of their BEST holdings on a weekly basis.
Weekly Bonus Reward	means a part of the BEST Weekly Rewards, granting a LP Participant at BEST VIP Level 2 and above, a certain percentage of their BEST holdings on a weekly basis in addition to the Weekly Base Reward.