

PRODUCT TERMS
FOR BITPANDA Web3 VISION WALLET

VERSION 1.3.0, LAST UPDATED ON 17.04.2026

TRADING, HOLDING, SWAPPING AND TRANSFERRING CRYPTO-ASSETS CARRIES CERTAIN RISKS, FOR WHICH BITPANDA Web3 ASSUMES NO RESPONSIBILITY. THE USER IS AWARE THAT DEALING OR TRADING IN CRYPTO-ASSETS IS INHERENTLY RISKY AS THE PRICES OF CRYPTO-ASSETS CAN CHANGE RAPIDLY AND THUS THE INVESTED AMOUNT MAY BE LOST ENTIRELY. YOU SHOULD CAREFULLY ASSESS WHETHER ACQUIRING, HOLDING AND SELLING CRYPTO-ASSETS ALIGNS WITH YOUR RISK TOLERANCE, INVESTMENT OBJECTIVES, FINANCIAL AND TAX SITUATION, PERSONAL AND LEGAL CIRCUMSTANCES, AND OTHER RELEVANT CONSIDERATIONS. THE VISION WALLET IS A NON-CUSTODIAL BLOCKCHAIN APPLICATION OFFERED BY VW3 LABS LTD (HEREINAFTER: BITPANDA Web3), A WHOLLY-OWNED SUBSIDIARY OF THE VISION Web3 FOUNDATION, IN COLLABORATION WITH THE BITPANDA GROUP. BITPANDA Web3 IS NOT AUTHORIZED TO PROVIDE ANY REGULATED SERVICES IN ANY JURISDICTION.

1. Introduction to these Terms

- 1.1. The following "BW Terms" set out the terms and conditions applicable when You use the App to (i) setup a Vision Wallet, (ii) Deposit or Withdraw Crypto-Assets from the Vision Wallet; and (iii) Transfer Crypto-Assets from the Vision Wallet. The Vision Wallet technological solution is offered by Bitpanda Web3 through the App.
- 1.2. These BW Terms are binding between You and Bitpanda Web3 and form a legally binding agreement. By downloading, entering, connecting to, accessing or using the Vision Wallet, You are deemed to have read and understood these BW Terms and are hence agreeing to the terms contained herein. If You do not agree with these BW Terms, you are not able to use the Vision Wallet and the App.
- 1.3. These BW Terms are supplemented by the Vision Wallet Privacy Notice which You declare to have read and accepted by downloading, installing, activating and using the App and the Vision Wallet.
- 1.4. The "Definitions" shall have the meanings ascribed to them in the Annex to these BW Terms (*Definitions*).

2. Use of Vision Wallet

- 2.1. Through the App, Bitpanda Web3 is hereby offering You the software through which You can set up a non-custodial Vision Wallet to enable You to hold, Transfer and Swap Crypto-Assets which are supported by the Vision Wallet. These BW Terms set forth the terms and conditions under which Bitpanda Web3 offers this service to You.
- 2.2. The Vision Wallet allows You to manage Crypto-Assets and initiate Crypto-Asset transactions by granting You full control over Your Crypto-Assets without reliance on a third-party custodian.
- 2.3. The Vision Wallet can be accessed through the App which can be downloaded for free by You through the Google Play or App stores. Bitpanda Web3 shall not be responsible for any issues that You may experience in using the App owing to a lack of compatibility with Your device.
- 2.4. To make use of the Vision Wallet, You shall be required to download and register through the App.
- 2.5. To make use of the Vision Wallet, You will be requested to acknowledge and agree to these BW Terms. By acknowledging and accepting these BW Terms You accept that You will be bound by them.
- 2.6. The Vision Wallet shall allow You to:
 - a) Store, Deposit, Withdraw, Transfer and Swap Crypto-Assets;
 - b) View fundamental data on Your Crypto-Assets, including balances, prices and charts;
 - c) Initiate Crypto-Asset transactions, including Swaps across different blockchains, within the Vision Wallet interface;
 - d) Where the functionality is offered at Bitpanda Web3's discretion, utilise ERC-4337 account abstraction to enable gasless transactions and sponsored transactions, where applicable. For the avoidance of doubt, any gasless or sponsored transaction arrangement does not confer upon Bitpanda Web3 or any related party any control over transaction execution, access to Your private keys or signing authority. You remain the sole initiator and signer of all on-chain actions at all times.;
 - e) Link to dApp(s);

- f) From the App user interface, access swap functionality powered by independent third-party aggregators and decentralised exchanges via dApps ("Swapper"). The Swapper routes information sourced from those third-party services for You to act upon; it does not aggregate liquidity, match orders, execute swaps or route transactions on Your behalf;
- g) View addresses and information that are part of digital asset networks and broadcast transactions; and
- h) make use of any other additional functionality as may be added to the App by Bitpanda Web3 from time to time.

2.7. To provide You with the best user experience and for the sake of clarity and ease of use, all Crypto-Assets in Your Vision Wallet are displayed in a simplified dashboard in the App. This method of presentation shall be considered for information purposes only.

2.8. The aggregation of data from dApp(s), third-party exchanges and platforms and the Swapping of Crypto-Assets through the Vision Wallet is offered by one or more third parties not connected or affiliated with Bitpanda Web3 ("Third-Party Functionality"). The App may contain links to Third-Party Functionality and may leverage or plug into such Third-Party Functionality to enable certain features, such as the Swapper. By using a dApp, the Swapper or any other Third-Party Functionality, You understand that You are at no time transferring Your Crypto-Assets or private keys to Bitpanda Web3. Bitpanda Web3 provides the App and access to the Swapper and other Third-Party Functionality only as a convenience, and does not have any control over their content, and does not warrant or endorse, and is not responsible for the availability or legitimacy of, the content, products or functionality made accessible via the Swapper or by any third parties offering dApps or a Third-Party Functionality (including any related website, application, resources or links displayed or referenced therein). Any fiat-crypto conversion is carried out solely by independent, third-party payment service providers integrated via Onramper. Bitpanda Web3 does not provide or intermediate these services and does not at any point receive, hold, or transmit fiat currency or crypto assets in connection with such transactions. By initiating a conversion, you enter into a direct contractual relationship with the chosen payment service provider, which is solely responsible for customer onboarding, KYC/AML checks, and execution of the transaction. These providers are licensed and regulated in their respective jurisdictions; however, Bitpanda Web3 does not warrant or guarantee their licensing status or ongoing compliance. Fiat-crypto transactions carry risks, including exchange rate

volatility, fees, delays, or service interruptions, which are borne solely by you and the relevant payment service provider.

2.9. The Vision Wallet allows Users to access dApp(s) and engage in certain transactions, including Swapping one Crypto-Asset for another Crypto-Asset on a peer-to-peer basis via such third-party dApps. The dApps scan various market options and present the User with Crypto-Asset buy/sell options that can be executed through their smart contracts. You agree that You view, access or use such content and services at Your own election.

The dApps are provided by third parties which are not related to Bitpanda Web3. Although Bitpanda Web3 allows Your access to these dApps, it is not responsible for them in any way, nor does Bitpanda Web3 carry out any element of any transaction on your behalf. Your use of the dApps is not governed by these BW Terms and is not part of Your relationship with Bitpanda Web3. Bitpanda Web3 makes no warranties or representations, express or implied, about such dApps, the third-parties they are owned and operated by, the information contained on them, or the suitability of their products or services. You acknowledge sole responsibility for and assume all risk arising from Your use of any third-party website, applications, or resources. You should make sure that You check the dApp's website for the most up to date version of their terms and conditions before You access their services using the App.

2.10. Not all dApps support all types of Crypto-Assets. You should make sure, before You initiate any transactions through the App, that the Crypto-Assets You are sending are compatible with the recipient's wallet. You will not be able to recover any Crypto-Assets that You have sent, and Bitpanda Web3 will not be responsible to You for any losses You suffer as a result of any Crypto-Assets that You send being incompatible with the recipient's wallet.

2.11. Completion of transactions that You initiate through the App also depends on the availability and operation of the Ethereum network. Issues with the blockchain network may cause transactions that You initiate through the App to fail. This may mean that the transaction You were originally intending to perform will no longer be available. Due to the decentralised nature of the Ethereum network, Bitpanda Web3 is not responsible to You for errors or any losses that You suffer as a result of such issues or failed transactions.

2.12. You understand and accept the experimental nature of ERC-4337, including any potential security risks, transaction delays and incompatibility with certain dApps or protocols.

2.13. You understand that the Vision Wallet is non-custodial and thus You retain full control over Your private keys and Crypto-Assets. Bitpanda Web3 shall thus not be responsible for the security or in case of loss of Your wallet keys. You are solely responsible for securely managing Your credentials.

2.14. The Wallet allows You to access, Transfer and Swap Your Crypto-Assets. You control the Crypto-Assets accessible through the Vision Wallet at any time. Your ability to access, Transfer and Swap Crypto-Assets You own exists independently of the Vision Wallet and You may choose to transfer Your Crypto-Assets to a different wallet at any time. With respect to the Crypto-Assets accessible through Your Vision Wallet, Bitpanda Web3 does not have custody of such Crypto-Assets, and does not have the ability to transfer such Crypto-Assets. Only You have the ability to transfer Your Crypto-Assets or initiate other transactions recorded on the blockchain. As such, You acknowledge and assume the risks below regarding the use of the Vision Wallet:

(a) The Vision Wallet may be subject to certain cyber threats, and Bitpanda Web3 is not responsible for any such threats. While Bitpanda Web3 has taken a number of precautions to ensure the security of the Vision Wallet, the technology is relatively new and it is not possible to guarantee that the code is 100% free from bugs or errors. Users accept all risks that arise from using the Vision Wallet, including, and not limited to, the risk of any funds being lost due to a cyber threat;

(b) You are solely responsible for securing Your login details and any device You use to access Your Vision Wallet. You understand that anyone who obtains Your login details and access to Your device may access Your Vision Wallet with or without Your authorization and may transfer any Crypto-Assets accessible through Your Vision Wallet;

(c) The value of any Crypto-Assets, where value is attached to such an asset, may fluctuate. Bitpanda Web3 makes no guarantees as to the price or value of any Crypto-Assets accessible via the Vision Wallet. You acknowledge and accept the risk that Your Crypto-Assets, or any Crypto-Assets You may acquire, including by using the Vision Wallet to access and interact with a third-party dApp, may lose some or all of their value and You may suffer loss due to the fluctuation of prices and/or significant price slippage and cost;

(d) When initiating a Swap transaction via the App, You may set Your own slippage tolerance within the settings menu. Slippage refers to the difference between the expected price of a transaction and the price at which the transaction is actually executed. High market volatility, low liquidity or delays in blockchain execution may lead to adverse slippage outcomes. If

the market moves unfavorably beyond Your specified tolerance, the transaction may either fail or be executed at a less favorable rate, depending on the smart contract logic of the dApp. Bitpanda Web3 does not control or guarantee the execution logic of any third-party dApp or the final price of a transaction. You acknowledge that setting a higher slippage tolerance increases the risk of significant value loss, while setting a low tolerance may lead to transaction failure. It is Your sole responsibility to assess and configure slippage settings in line with Your risk appetite;

(e) The following risks are associated with using Crypto-Assets: the risk of losing private keys, theft resulting from third-parties discovering Your private key, value fluctuation on the secondary market, disruptions to the relevant blockchain caused by network congestion, lack of usability of the Crypto-Assets due to a hard fork or other disruption to the relevant blockchain, or errors or vulnerabilities in the smart contract code associated with a given Crypto-Asset or transactions involving Crypto-Assets, including with respect to Swaps. Transfers on the Ethereum network are generally irreversible. Once an instruction, signed by the required private key(s), to transfer a Crypto-Asset from one blockchain address to another has been executed, such a transaction cannot be undone;

(f) Bitpanda Web3 may reasonably modify or discontinue support for the Vision Wallet at any time. Bitpanda Web3 reserves the right, at any time and without notice, in its sole and absolute discretion, to reasonably modify the Vision Wallet. If You do not agree with the changes implemented by Bitpanda Web3 in line with this clause, You shall have the right to terminate use of the Vision Wallet in line with clause 8 of these BW Terms.

2.15. Where a User has connected his Vision Wallet to his Bitpanda Broker Account in line with section 5, he shall be able to conveniently deposit and withdraw Crypto-Assets between the two platforms.

2.16. Bitpanda Web3 may suspend Your right to access the Vision Wallet if we determine:

- a) Your use of the Vision Wallet poses a security risk, could adversely impact our systems, could subject us or any third party to liability or could be unlawful; or
- b) You are in breach of these BW Terms.

2.17. If Bitpanda Web3 suspends Your right of access based on clause 2.16 above, You will not be entitled to any compensation for any damages You may incur while Your access is suspended.

- 2.18. Transferring Crypto-Assets to the wrong address or to the wrong network means that Your Crypto-Assets will be lost and irretrievable, and the Transfer cannot be reversed.
- 2.19. Changes to the Vision Wallet may affect the BW Elements. Any changes to the Vision Wallet could involve Your BW Elements being deleted or reset; however, this will not affect Your rights to the Crypto-Assets You manage through Your Vision Wallet.
- 2.20. By using the Vision Wallet, the User shall be eligible to participate in the Reward Program which shall be subject to separate terms and conditions.

3. User's Obligations

- 3.1. You are required to use the Vision Wallet and the App in accordance with these BW Terms.
- 3.2. In order to be authorised to use the Vision Wallet a User must:
- a) Be a natural person;
 - b) Be 18 years of age or older;
 - c) Not be residing in a Prohibited Jurisdiction;
 - d) Not be subject to sanctions; and
 - e) Have full legal capacity to enter into a contract and must not be under any legal or judicial prohibition or incapacity.
- 3.3. You are required to provide all the information needed to register on the App. Bitpanda Web3 may request additional information after the account has been opened and approved, and You must provide this information to keep on using the App.
- 3.4. You are responsible to ensure that the use of the Vision Wallet and the Transfer of Crypto-Assets is legal in Your country of residence.
- 3.5. Any one User can only hold one Vision Wallet and any efforts to circumvent this obligation may lead to the User's access to the App and Vision Wallet being suspended, temporarily or permanently.
- 3.6. You cannot use the App and/or the Vision Wallet:
- a) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to

- inappropriate content, asking for personally identifiable information or otherwise;
- b) to send or receive or otherwise handle materials which do not comply with these BW Terms;
 - c) to send advertising or promotional material without Bitpanda Web3's prior written consent;
 - d) to impersonate Bitpanda Web3 staff or any other party that You do not represent;
 - e) to attempt to harm other Users or otherwise restrict or inhibit anyone's use or enjoyment of the App and/or the Vision Wallet;
 - f) to republish, redistribute or re-transmit any data from any of Bitpanda Web3's communications, and analytics without Bitpanda Web3's permission;
 - g) other than for Your own personal non-commercial use. Unauthorised or commercial use of the App and/or the Vision Wallet is forbidden;
 - h) to attempt to circumvent security or interfere with the proper working of the App and/or the Vision Wallet;
 - i) to avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Bitpanda Web3 or any dApp(s) or Third-Party Functionality;
 - j) to disguise Your location through IP proxying or other methods;
 - k) to interfere with, or attempt to interfere with, the access to the App and/or the Vision Wallet of any User, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing;
 - l) to circumvent any content-filtering techniques, security measures or access controls that Bitpanda Web3 employs on the App or the Vision Wallet in any manner; or
 - m) in a way which could interfere with, disrupt, negatively affect or inhibit other Users from enjoying the App and/or the Vision Wallet, or that could damage, disable, overburden, or impair their functioning.

- 3.7. You understand that the Vision Wallet and the App are exclusively for Your personal use. It is strictly forbidden for a User to lend or transfer the App or to otherwise grant any other person access to the Vision Wallet. Any assignment or transfer of the App to a third party is strictly prohibited and will result in termination of Your access to the Vision Wallet, without prior notice. Without prejudice to section 19, Bitpanda Web3 shall not be liable for any consequences resulting for the User from the non-observance of his obligations under this section 3.

- 3.8. By accepting these BW Terms, You represent to Bitpanda Web3 that:
- a) You are entering into these BW Terms and will use the Vision Wallet and App as principal;
 - b) You are not acting as agent on behalf of a third party and You undertake that You will not use the Vision Wallet or carry out a transaction on behalf of a third party;
 - c) any Crypto-Assets You Transfer or Swap through the App and the Vision Wallet have been legally obtained by, and belong to, You, or You are validly authorised to carry out actions using such Crypto-Assets;
 - d) You will not provide any false, inaccurate or misleading information while using the App or the Vision Wallet, or engage in any activity that operates to defraud Bitpanda Web3, other Users, or any other person or entity;
 - e) You will not use the App or the Vision Wallet to Transfer or Swap Crypto-Assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including, without limitation, terrorism or tax evasion; and
 - f) You will pay all fees necessary for interacting with the blockchain, or any other network with which the Vision Wallet is compatible, including "gas" costs, as well as any fees that may be charged by dApp(s).
- 3.9. You undertake to Bitpanda Web3 that You will continue to comply with the requirements set out in this section 3 for as long as these BW Terms apply to You.
- 3.10. You expressly declare that all the information provided at the time of registration in the App is accurate, correct and up to date and undertake to inform Bitpanda Web3 of any change in this information without undue delay.
- 3.11. You hereby acknowledge that blockchain networks are decentralised and Bitpanda Web3 has no control over transaction validation or execution.
- 3.12. Users are not allowed to access (or attempt to access) the Vision Wallet or the App by any means other than through the means provided by Bitpanda Web3 or which Bitpanda Web3 has indicated that they must use. You hereby specifically agree not to access (or attempt to access) the Vision Wallet or the App via any

illegal, unlawful or unauthorised means, and not to use or attempt to use the Vision Wallet in an illegal or unlawful manner (such as for terrorism, fraud, money laundering or other criminal activities).

- 3.13. You may not engage in any activity that disrupts or interferes with the Vision Wallet or the App. You are strictly prohibited from misusing the Vision Wallet or the App to gain access to data or to the Vision Wallet of other users.
- 3.14. You hereby acknowledge that the purchase or exchange of Crypto-Assets through the Vision Wallet or otherwise, consists of a contract between two or more Users at terms and conditions that must be agreed upon between those parties. Bitpanda Web3 will not be a party to such transactions and does not accept any responsibility in relation thereto.
- 3.15. You are responsible to declare and pay any taxes arising from Your holding of Crypto-Assets and the purchase, sale or Transfer thereof. You are thus required to assess Your legal obligations depending on Your tax residence status.
- 3.16. You are solely responsible for ensuring that Your use of the Vision Wallet complies with all sanctions laws and regulations applicable to You, including those of Your country of residence. By using the Vision Wallet, You represent and warrant that You are not located in, ordinarily resident in, or a national of any Prohibited Jurisdiction, and that You are not designated on any applicable sanctions list. Bitpanda Web3 reserves the right to implement screening measures, including IP-address screening and on-chain wallet-address screening using blockchain-analytics tools, and to restrict or terminate access to the Vision Wallet where it identifies a potential sanctions concern.

4. Fees

- 4.1. We do not charge any fees for the setup and use of the Vision Wallet, which is provided to You free of charge.
- 4.2. In order to execute transactions on the Ethereum network, You will need to pay network/gas fees which can fluctuate depending on the supply, demand and network capacity at the time of the transaction. These fees are outside of Bitpanda Web3's responsibility. You are solely responsible for paying gas fees associated with transactions You engage in using the Vision Wallet. You are also solely responsible for any other third-party fees that may be incurred in connection with Your use of the Vision Wallet.

- 4.3. Although Bitpanda Web3 does not charge You any fees, You may incur charges from the smart contract and dApps that You may access via the Vision Wallet. These third-party fees are not charged by Bitpanda Web3. Under no circumstances shall Bitpanda Web3 incur any liability, of any kind, to You arising from or relating to fees charged to You by such smart contract and dApps.
- 4.4. The Vision Wallet reserves the right to offer a gasless payments function, at its discretion, allowing Users to pay gas fees in ERC20 tokens.
- 4.5. Bitpanda Web3 may receive a share of fees charged by third-party dApp providers or protocol operators under separate commercial arrangements. Any such revenue-share relates solely to protocol-level fees charged by the relevant third-party provider and does not constitute a transaction-level execution fee. Bitpanda Web3 does not impose fees on Your transactions and does not receive any portion of Your transaction assets.
5. Bitpanda Broker Account Connection
- 5.1. Where a User holds an account with Bitpanda Broker, he shall be prompted to connect their Bitpanda Broker Account with their Vision Wallet.
- 5.2. The User understands that connecting his Vision Wallet to the Bitpanda Broker Account is optional and at the absolute discretion of the User.
- 5.3. By connecting the Vision Wallet to their Bitpanda Broker Account, a User can benefit from access to more efficient Deposits and Withdrawals between these two platforms.
- 5.4. The User understands that the use of the Bitpanda Broker Account remains regulated under the terms and conditions entered into between the User and Bitpanda Broker.
- 5.5. Where a User connects his Vision Wallet with his Bitpanda Broker Account in line with this section 5, the User shall also be prompted to verify his Vision Wallet addresses via signature.
- 5.6. By connecting Your Vision Wallet with Your Bitpanda Broker Account, You will unlock the possibility of logging into Your Bitpanda Broker Account directly from the App.

- 5.7. By connecting Your Vision Wallet with Your Bitpanda Broker Account, You hereby also agree that the Vision Wallet may transmit certain information to Bitpanda Broker to facilitate compliance with Travel Rule obligations.
6. Use of the App
- 6.1. Downloading and installing the App
- i. Access to the Vision Wallet requires You to download the freely available App to Your device.
- ii. In order to install the App and access the Vision Wallet, You must be equipped with hardware compatible with the App (cell phone such as smartphone, mobile tablet or any other compatible connected object). Even if Bitpanda Web3 makes its best efforts to optimise the compatibility of the App, Bitpanda Web3 cannot guarantee its operation with all the existing terminals on the market and in particular terminals equipped with obsolete Android or iOS operating systems.
- iii. In order to download the App and use the Vision Wallet in appropriate conditions, You must also have sufficient access to the Internet (public or private WIFI and/or mobile data network access).
- iv. You undertake to install the latest update of the App when available and to keep the App updated at all times.
- 6.2. By accepting these BW Terms, You agree not to deceive Bitpanda Web3 by knowingly concealing Your true Internet Protocol (IP) address, or by intentionally changing the associated settings, in order to deliberately circumvent the BW Terms, to deceive Bitpanda Web3 about Your true location, or to intentionally circumvent the security features that Bitpanda Web3 has put in place.
- 6.3. You acknowledge that these BW Terms set out the terms of the agreement between You and Bitpanda Web3 only, and do not apply to Your relationship with Apple Inc, Google Ireland Limited or any other provider of an app store or distribution platform from which You download the App (the "Store Provider").
- 6.4. Bitpanda Web3, not the Store Provider, will be solely responsible for the performance of the App, any content that Bitpanda Web3 makes available through the App and any support or maintenance in respect of

the App. The Store Provider will have no obligation to provide any maintenance or support services with respect to the App.

- 6.5. Bitpanda Web3, not the Store Provider, will be solely responsible in the event that the App does not comply with any promises (including any promises made in respect of its functionality, suitability or fitness for purpose).
 - 6.6. In the event of any claim that the App infringes another person's Intellectual Property Rights, Bitpanda Web3, not the Store Provider, will be solely responsible for investigating, defending, settling or otherwise dealing with any such Intellectual Property Rights infringement claim.
 - 6.7. While Bitpanda Web3 does its best to make sure that any features that it makes available are of a reasonable standard, the new and relatively untested nature of these features means that You are more likely to experience problems and unavailability within the App. As a result, Bitpanda Web3 cannot guarantee that any early access features will always be available and free from errors and/or defects or operate without issues.
7. Earn
 - 7.1. Users shall have access to a "Earn" section within the App through which they can discover and manage DeFi yield positions.
 - 7.2. Users shall have access to a curated overview of DeFi pools as well as other DeFi integrations as chosen by Bitpanda Web3 and/or the dApp(s). Bitpanda Web3 shall screen and adjust the DeFi pools and other DeFi integrations based on the latest data with the best risk-reward ratio.
 - 7.3. Users shall *inter alia*, have access to the following key information in relation to each DeFi pool:
 - a) Underlying Crypto-Assets;
 - b) Underlying strategy;
 - c) Total locked value; and
 - d) Annual estimated percentage yield.
 - 7.4. Users shall have the facility of Swapping, allocating and/or adding the Crypto-Assets in their Vision Wallet for participation in one or more DeFi pools or through any DeFi integrations.

- 7.5. Bitpanda Web3 does not operate, control, or guarantee the performance of any third-party DeFi protocols.
- 7.6. While Bitpanda Web3 has taken all reasonable care to ensure that the selection of DeFi pools is curated with the best yield options, all information provided regarding DeFi pools is for information purposes only and does not constitute financial, investment, or legal advice. You are solely responsible for conducting Your own due diligence before making any investment decisions.
- 7.7. Bitpanda Web3 is not responsible for the performance of any DeFi pool and Bitpanda Web3 hereby does not accept any liability linked to the performance of DeFi pools, including but not limited to:
- a) any impermanent loss that a User may suffer by investing in such DeFi pools;
 - b) any vulnerabilities in the underlying smart contracts;
 - c) the volatility of Crypto-Asset prices and yield returns;
 - d) insufficient liquidity in DeFi pools; or
 - e) any losses caused by third-party DeFi protocols, including but not limited to hacks, fraud or insolvency.
- 7.8. Bitpanda Web3 and dApps may at their own discretion choose to discontinue the availability and/or access to any DeFi pools at any time thereby returning your available Crypto-Assets to your Vision Wallet.
8. Term and Termination
- 8.1. These BW Terms are entered into for an indefinite duration. Unless otherwise provided by law, You may at any time and without cause stop all use of the App and the Vision Wallet and Transfer all Crypto-Assets from the Vision Wallet to another wallet or platform. You are responsible to ensure that You securely backup any private keys and/or phrase, disable any automatic syncing or updating features of the Vision Wallet, and to delete the App from Your device.
- 8.2. Bitpanda Web3 may also terminate these BW Terms, at no cost to You and without giving any reason, by simply notifying You on a durable medium and by giving at least two weeks' notice period. Such termination notice shall be effective on the date specified therein. By withdrawing use of the App, Your rights in respect of the Crypto-Assets that You manage through the Vision Wallet will not be impacted, however, the functionality of the App that enables the processing of the transactions You initiate in respect of those Crypto-Assets from the App will cease to function. Upon

receipt of such notice, You shall be required to Transfer any Crypto-Assets or export your private key in the Vision Wallet to any other wallet or platform of Your choice. Bitpanda Web3 may, at its own discretion, continue to allow you to export your private key from the App after having terminated these BW Terms. Bitpanda Web3 is not responsible for any loss, disruption or inconvenience resulting from the termination of these BW Terms.

8.3. However, in derogation of clause 8.2 above, Bitpanda Web3 may terminate these BW Terms with immediate effect if there is reasonable cause which makes it unacceptable to Bitpanda Web3 to continue these BW Terms, also after having given consideration to Your legitimate concerns. Reasonable cause will be deemed to exist in the following circumstances:

i. in case of serious misconduct from You (including physical or verbal abuse, threats or insults to a Bitpanda Web3 employee);

ii. if You provide false, inaccurate, expired, forged or stolen documents or if You act fraudulently; or

iii. if You fail to comply or are in breach of any of Your obligations under these BW Terms.

9. Backup Process & Recovery

9.1. Your Vision Wallet is web-based software that is accessible locally on Your device. Part of that software is a “private key” system used to secure Your Vision Wallet. The confidentiality of your private key is of paramount importance as anyone with access to this data will be able to access your Vision Wallet.

9.2. The Vision Wallet offers you the functionality to export your private key, which can be optionally activated by the User, either during the onboarding stage or manually through the settings in the App.

9.3. Bitpanda Web3 believes in the importance of offering enhanced security while also ensuring ease of access to Your Vision Wallet. On this basis, the Vision Wallet offers Bitpanda Recovery whereby the Seed Phrase is split into two parts, one of which is stored by Bitpanda Web3 and the other part is stored by Your chosen third-party cloud provider.

9.4. For You to trigger the backup process of Bitpanda Recovery, You are required to carry out the following steps:

a) Log into the App;

- b) Access the "Backup Process" option from the App's settings function;
- c) You will be prompted to acknowledge that the backup process will be uploaded to both Bitpanda Web3 and Your chosen third-party cloud provider and that Bitpanda Web3 is not in a position to access the backup on its own;
- d) Request the encryption key from Bitpanda Web3;
- e) Bitpanda Web3 will generate a new key or use the existing one associated to You;
- f) You will perform an XOR operation with the Seed Phrase and the encryption key provided by Bitpanda Web3;
- g) You will back up the encrypted seed Phrase to Your chosen third-party cloud provider (where this is Android-based, login to Google Drive may be required);
- h) You will send the SHA-256 hash of the encrypted Seed Phrase file to Bitpanda Web3;
- i) Bitpanda Web3 will store the SHA-256 hash associating it with You as the User and the encryption key that was used.

9.5. You hereby understand that a backup file will be saved in Your third-party cloud provider's storage and that such file is essential to effect the recovery process. In view of this, You hereby understand and acknowledge that losing access to Your cloud storage or the deletion of such file, even if in error, will lead to the destruction of access to Your Vision Wallet. If such access is permanently lost or if such file is deleted, Bitpanda Web3 will not be in a position to help or assist in the recovery process and shall not be held responsible in relation thereto.

9.6. For You to trigger the recovery process of Bitpanda Recovery, You are required to carry out the following steps:

- a) Log into the App;
- b) Access the "Recovery Process" option from the App's settings function;
- c) Request the encryption key from Bitpanda Web3;
- d) Bitpanda Web3 will retrieve the encryption key associated with You together with the SHA-256 hash of the encrypted file;

- e) You will retrieve the encrypted Seed Phrase from Your chosen third-party cloud provider (where this is Android-based, login to Google Drive may be required);
- f) You will check the integrity of the file by comparing the SHA-256 hash of the file with the one stored at Bitpanda Web3;
- g) You will decrypt the seed by performing an XOR operation with the encrypted seed and the encryption key provided by Bitpanda Web3.

10. Supported Crypto-Assets

- 10.1. When using the Vision Wallet, Users shall be able to hold, Transfer and Swap Crypto-Assets which are supported by the Vision Wallet.
- 10.2. Bitpanda Web3 reserves the right not to continue supporting or to restrict access to any Crypto-Asset at any moment. Bitpanda Web3 shall not be held liable for any damages that a User may suffer owing to such decision.
- 10.3. Where Bitpanda Web3 decides not to continue supporting or to restrict access to a Crypto-Asset, Bitpanda Web3 shall communicate this to all Users in advance;

Provided that Bitpanda Web3 reserves the right to stop supporting or to restrict access to a Crypto-Asset without any advance notice to Users where this is required for legal or regulatory purposes or where Bitpanda Web3 is required to do so under a judicial or legislative order or in compliance with any request by any regulatory authority.
- 10.4. Where Bitpanda Web3 decides not to continue supporting a Crypto-Asset, Users holding such Crypto-Asset in their Vision Wallet shall be prompted to transfer such Crypto-Assets within a reasonable timeline specified by Bitpanda Web3.
- 10.5. You hereby understand and agree that if You fail to comply with the requirement set out in clause 10.4 above within the timeline specified by Bitpanda Web3, the App and the Vision Wallet may thereafter no longer show any information in relation to such Crypto-Asset. This shall not impact the User's ownership of Crypto-Assets or private keys, and the User shall retain the right to import the private keys into a different wallet of the User's choice.

11. Fork Policy – How Bitpanda Web3 will react to intended and unintended Forks

- 11.1. What is a Fork? A “Fork” is a situation in which a blockchain splits into two separate chains temporarily or permanently. Forks are an unintended but unavoidable occurrence during mining, where two chains following the same consensus rules temporarily have the same accumulated proof-of-work and are both considered valid. They can also occur due to the use of two distinct sets of rules trying to govern the same blockchain. Forks can be used in Crypto-Assets intentionally in order to add new features to a blockchain or to reverse the effects of hacking or catastrophic bugs on a blockchain (e.g., the fork between Ethereum and Ethereum Classic).
- 11.2. The Vision Wallet does not automatically support Forks of any Crypto-Asset. Bitpanda Web3 assesses each case, and each Fork on a case-by-case basis and Bitpanda Web3 may decide whether to support a Fork or not.
- Bitpanda Web3 will try to integrate new Crypto-Assets but in no case gives any guarantee that such integration can be done or is fixed for a certain point in time. Bitpanda Web3 may decide in a commercially reasonable way not to integrate support for such new Crypto-Assets within the Vision Wallet. In such cases, You have no right to claim damages or compensation of any kind from Bitpanda Web3.
- 11.3. If Bitpanda Web3 decides not to support a Fork but You want to participate in a Fork, You have to Withdraw that Crypto-Asset onto a third-party wallet which You think fits for supporting such a Fork.
- 11.4. You must monitor the market by Yourself to stay informed about Forks. Bitpanda Web3 has no duty to inform You of any Forks.

12. Regulation

- 12.1. Bitpanda Web3 does not operate a Crypto-Asset exchange platform or offer trade execution or clearing services and, therefore, has no oversight, involvement, or control concerning Your Crypto-Asset transactions using the Vision Wallet. All transactions effected by Users are executed peer-to-peer directly between the Users’ Ethereum addresses through third-party smart contracts. You are responsible for complying with all laws that may be applicable to or govern Your use of the Vision Wallet. The use of the Vision Wallet is not protected by any regulatory guarantees or compensation schemes. Any fiat-crypto conversion is carried out solely by independent, third-party payment service providers integrated via Onramper. Bitpanda Web3 does not provide or intermediate these services and does not at any point receive, hold, or transmit fiat currency or crypto assets in connection with such transactions.

12.2. Bitpanda Web3 is not authorised or licensed to provide or conduct any regulated activities in any jurisdiction.

13. Intellectual Property Rights

13.1. Any and all Intellectual Property in relation to the Vision Wallet that we give or make available to you is the sole and exclusive property of Bitpanda Web3 and are subject to the relevant Intellectual Property protection under the applicable law.

13.2. You are prohibited from copying, editing, amending, re-distributing, displaying, modifying, adapting, sub-licensing, emulating, reverse engineering, decompiling, disassembling, combining, processing, encoding, translating, selling, licensing out or in any other way using any of such Intellectual Property without the express written consent of Bitpanda Web3.

13.3. Bitpanda Web3 grants You a limited, personal, non-exclusive, non-transferable, non-sublicensable and terminable right to use the App solely for the purposes of benefitting from and using the Vision Wallet. You acknowledge that the sole use of the App and the Vision Wallet does not entitle You to claim any Intellectual Property Rights of any kind thereon.

14. Data Protection

14.1. Bitpanda Web3 shall act in full compliance with all data protection laws and regulations, including the GDPR and any other relevant legislation. All user data provided to us is treated confidentially and handled in accordance with applicable data protection laws and our Vision Wallet Privacy Notice. We implement appropriate technical and organisational measures to protect your information against unauthorised access, disclosure or loss.

14.2. You acknowledge and agree that Bitpanda Web3 may be required to disclose certain data to regulatory authorities, law enforcement agencies, or judicial bodies, where such disclosure is required under applicable laws or pursuant to a lawful request. Any such disclosures will be made in accordance with our Vision Wallet Privacy Notice.

15. Support and Complaints

15.1. You may seek or receive technical support regarding the Vision Wallet, via Bitpanda Web3's support channels. All support made available or provided by or on behalf of Bitpanda Web3 is believed to be reliable, but Bitpanda Web3 does not make representations or warranties, express or implied, as to its accuracy, its completeness, or the results to be

obtained. Such support is being provided for informational purposes only and, by accepting such support, You are representing that You have adequate skill and experience regarding the proper use of the Vision Wallet at Your own discretion and risk. With the exception of instances of gross negligence, You hold us harmless for any injury that may result from the support You receive from us. You are aware that Bitpanda Web3's customer support efforts may be impersonated by malicious third parties, and You agree that Bitpanda Web3 is not responsible for the actions of such impersonators. Bitpanda Web3 shall equally not be responsible for any loss of Crypto-Assets resulting from fraud, phishing, smishing, impersonation scams or other social engineering attacks. You are solely responsible for verifying the authenticity of any communication. You further acknowledge that Bitpanda Web3 will not offer support via any social media channels or platforms, and that Bitpanda Web3 will never ask You for Your private key or seed phrase, or for You to make a payment to Bitpanda Web3. You further acknowledge that Bitpanda Web3's customer support shall evaluate all requests it receives individually and shall offer support based on objective criteria. Bitpanda Web3's customer support may not be able to respond to every support request or provide assistance, and reserves the right to offer or withhold support at its sole discretion.

15.2. If You have any questions or experience any issue of a technical, administrative or commercial nature, or if You have any claim relating to the use of the App and the Vision Wallet, please first contact Bitpanda Web3 Support within the App.

15.3. When You have filed a complaint, Bitpanda Web3 will use its best efforts to acknowledge receipt of Your complaint within two working days and to provide an answer to You within 30 working days where possible, however, this may be extended depending on the nature and complexity of Your complaint. Bitpanda Web3 may request any document (proof, written statement, etc.) supporting Your complaint, and the time needed to consider Your complaint will depend on how quickly you can provide these documents. Bitpanda Web3 will keep You regularly informed of the processing of Your complaint.

16. Warranties

16.1. By using the Vision Wallet, you warrant the following:

- a) That You are over 18 years of age;
- b) That You will not use the App and the Vision Wallet for any illegal, fraudulent, improper or immoral ways;
- c) You will not use the App or the Vision Wallet for any of the prohibited uses listed under these BW Terms;
- d) You have the legal capacity to agree to these BW Terms;
- e) You will not take any action which will breach these BW Terms;
- f) You are using the Wallet for Your personal use and not on behalf of any other person;

- g) You adhere to relevant laws, regulations and rules based on Your country of residence; and
- h) You are authorised to use the App and the Vision Wallet and are doing so personally.

17. Warranty Exclusion

- 17.1. You hereby agree that the App and the Vision Wallet provided by Bitpanda Web3 to You under these BW Terms are being provided on an “as is” basis, without any warranty of any kind, whether implied, express or statutory, including but not limited to without any warranties of functionality, availability, completeness or accuracy, fitness for a particular purpose, merchantability, uptime or lack of viruses or errors.

18. Liability and Limitation of Liability

- 18.1. In no event shall Bitpanda Web3 be liable for any damages, liabilities, costs, suits, proceedings, fines, fees or penalties of any kind, including direct, indirect, special, incidental or consequential damages which arise or are a result of:
- a) Failure to access the App or the Vision Wallet through no fault of Bitpanda Web3;
 - b) Failure to use the App or the Vision Wallet through no fault of Bitpanda Web3;
 - c) Loss of access to Your App or Vision Wallet through no fault of Bitpanda Web3; or
 - d) Your acting fraudulently, in bad faith or negligently.
- 18.2. In no event shall Bitpanda Web3 be liable for any damages, liabilities, costs, suits, proceedings, fines, fees or penalties should Bitpanda Web3 be unable to adhere to any of its obligations in the event of Force Majeure.
- 18.3. By using the Vision Wallet, You agree not to hold Bitpanda Web3 financially accountable for any loss of funds resulting from User error, Your failure to determine the compatibility of the App with Your device, or any liability arising from the integration with dApps or any Third-Party Functionality.
- 18.4. In providing the App and the Vision Wallet for the User’s use in line with these BW Terms, Bitpanda Web3 seeks to act to the best of its abilities, as a reasonable and prudent provider. Nevertheless, the User hereby understands and takes cognisance of the fact that by making use of the App and the Vision Wallet, it bears the risk that Bitpanda Web3 cannot guarantee the complete performance optimisation of the App and the Vision Wallet.

- 18.5. You agree to indemnify and hold Bitpanda Web3, its directors, employees, agents, officers, parent or subsidiary undertakings, free from any damages, liabilities, costs, suits, proceedings, fines, fees and penalties which directly arise from Your breach of these BW Terms.
- 18.6. As far as may be legally permitted, any third party who is not a User, shall not have any right arising from or connected to these BW Terms.
- 18.7. Bitpanda Web3 may not be held liable under these BW Terms for any indirect or consequential damages of any kind, including loss of business, loss of future earnings, loss of goodwill, loss of profits or any other kind of similar indirect damages.
- 18.8. You acknowledge that Bitpanda Web3 does not intervene and is in no way connected to any dispute You may have in relation to holding, Transferring or Swapping Crypto-Assets through the use of the Vision Wallet.
- 18.9. Bitpanda Web3 shall not be held liable for losses arising directly or indirectly from technical errors, software bugs, or system malfunctions that are beyond its reasonable control and provided that any such losses are not due to any proven negligence, breach of contract or breach of duty on the part of Bitpanda Web3 and which are not ascertainable beyond reasonable doubt.
- Bitpanda Web3 will, however, where practicable, take reasonable measures to address any identified issues in a timely manner.
- 18.10. Bitpanda Web3's liability under these BW Terms, whether in contract, quasi-tort or tort, shall not exceed the total value of the affected Crypto-Assets held in the User's Vision Wallet at the time the liability arises.
- 18.11. Clause 18.10 shall not apply if the liability arises as a result of proven gross negligence, wilful misconduct, or bad faith on the part of Bitpanda Web3, in which case Your statutory rights shall not be affected.

19. Security and Confidential Information

- 19.1. Bitpanda Web3 implements and undertakes to maintain appropriate technical and organisational security measures in accordance with the highest and most proven standards of IT security.
- 19.2. Bitpanda Web3 undertakes to put in place all necessary measures to ensure the confidentiality of Your data.

- 19.3. In order to benefit from the Vision Wallet, You agree to comply with the instructions and requirements provided by Bitpanda Web3 to ensure the security of Your data and the Vision Wallet.
- 19.4. In order to use the App, You undertake not to commit any act likely to jeopardise the security of Bitpanda Web3's information systems.
- 19.5. The Crypto-Assets and the Vision Wallet You manage through the App may be at risk if the security of Your device on which You install and set up the App is compromised. You should therefore ensure that You keep Your device safe and secure in accordance with best practices recommended by the provider of Your operating system, such as setting up a "strong" PIN and/or password to prevent unauthorised access and ensuring that You keep Your software up to date.
- 19.6. You are responsible for ensuring that Your device is secure. Do not use the App on a device that has been "jailbroken", "cracked", "rooted" or otherwise had restrictions in the software removed, as this may compromise the security of Your Vision Wallet and Your Crypto-Assets.
- 19.7. Communication with Bitpanda Web3 is only done through secure channels. For example, Bitpanda Web3 never requests confidential data from a User. If You have any doubts about the legitimacy of a request to provide confidential data, You are advised not to provide such data and to contact Bitpanda Web3 immediately.
- 19.8. Bitpanda Web3 will notify You via its designated communication platform in case of suspected or actual fraud or security threats.
20. Amendment to these BW Terms
- 20.1. Bitpanda Web3 reserves the right to make reasonable changes and amendments to these BW Terms at any given time without incurring liability. Bitpanda Web3 will inform You of any material modifications to the BW Terms through any channels of communication indicated by You in the App, and through a notification within the App. These changes will only take effect once you have expressly agreed to the amendments.
- 20.2. If You are not in agreement with the proposed modifications notified to You, in accordance with clause 20.1, You will be entitled to terminate these BW Terms at any time without charge and with immediate effect prior to the effective date of the proposed modifications. This termination does not affect any operations carried out prior to such termination that will be completed in accordance with the then applicable version of the BW Terms.

20.3. Following the termination of the BW Terms, You will no longer have access to the App and to the Vision Wallet.

21. Governing Law and Jurisdiction

21.1. These BW Terms shall be governed by the Laws of the Cayman Islands.

21.2. Any dispute, controversy or claim arising out of or relating to or concerning these BW Terms, or breach, or invalidity thereof, shall be referred to the courts of the Cayman Islands.

22. Miscellaneous

22.1. Bitpanda Web3 shall have the right to use any legal and/or technical means to ensure adherence to these BW Terms including:

- a) Monitoring activity on the App;
- b) Taking legal action against alleged violations of these BW Terms;
- c) Taking appropriate technical measures to restrict the use to the App or prevent access thereto;
- d) Take any other action as legally allowed to protect Bitpanda Web3's interests in terms of these BW Terms.

22.2. Any documentation is made and published in various languages. In case of a dispute or any discrepancies, the English language version shall prevail.

22.3. Nothing contained in these BW Terms shall imply the creation of any other relationship such as any joint venture, partnership, employer-employee relationship or agency.

22.4. Bitpanda Web3's failure or delay to act or enforce any of its rights under these BW Terms, shall not be construed as a waiver of Bitpanda Web3's rights.

22.5. In the event that any term in these BW Terms is deemed to be null and void or unenforceable by a court or tribunal or arbiter of competent jurisdiction, such will not affect the validity of these BW Terms.

22.6. These BW Terms, as well as the rights and obligations related to them, cannot be assigned, conceded, delegated, transferred in any way whatsoever, in whole or in part, whether in return for payment or free of charge, by the User, without the prior written consent of Bitpanda Web3.

Annex I
Definitions

Definition	Meaning
App	refers to the Vision Wallet mobile phone application.
Bitpanda Broker	Shall refer to the entity, forming part of the Bitpanda group, duly authorised under the laws and rules of its relevant jurisdiction, which offers regulated investment and/or crypto-asset services.
Bitpanda Broker Account	shall refer to the account a User might have with the Bitpanda Broker.
Vision Wallet	refers to the non-custodial digital wallet offered by Bitpanda Web3 through the App under these BW Terms.
Vision Wallet Privacy Notice	shall refer to the Privacy Policy issued by VW3 Labs Ltd.
Bitpanda Recovery	shall refer to the backup and recovery of Seed Phrases and access to the Vision Wallet.
Bitpanda Web3	means VW3 Labs Ltd., a limited liability company registered under the laws of the Cayman Islands, having company registration number 432361 and with its registered office address at CO Services Cayman Limited, PO Box 10008, Pavilion East, Cricket Square, Grand Cayman KY1-1001, Cayman Islands.
BW Elements	Means past activities undertaken and features used on the Vision Wallet.
BW Terms	means this document.
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).
dApp(s)	shall collectively refer to one or more decentralized applications, including, without limitation, decentralized exchanges offered by third party providers.

DeFi	means Decentralised Finance.
Definitions	means the capitalized words used throughout these BW Terms that have a certain meaning, which is set out in this Annex.
Deposit	means the transfer of Crypto-Assets from a wallet (or other source) into Your Vision Wallet.
DLT	means Distributed Ledger Technology.
Force Majeure	means an unforeseeable circumstance which would not be preventable, which shall include but shall not be limited to acts of god, calamity, nuclear disaster, insurrection, civil unrest, civil war, armed conflict, disease, pandemic, local/ national/ international emergency, government action, regulatory action, fire/flood, storm or other weather event of exceptional severity, explosion, industrial disputes or similar event.
Fork	means a situation in which a blockchain splits into two separate chains temporarily or permanently.
GDPR	refers to the General Data Protection Regulation (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).
Intellectual Property	includes without limitation any trademark, tradename, logo, design, mark, industrial design, copyright or copyrightable material, patent, graphics, images, software, source code, GUI, knowhow, technical data, trade secret, method and specification.
Intellectual Property Rights	means any and all: (i) intellectual property rights, including copyright and related rights, patents, utility models, trademarks, service marks, trade names, domain names, moral rights, trade secrets, rights to inventions, logos, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in computer software (including to the source code and object code), inventions, semiconductor topography rights, database rights, rights in databases, rights in designs, design rights, know-how and confidential information whether in software or otherwise and whether registered or unregistered; (ii) applications for registration, and the right to apply for registration, renewal or extension of any of these rights, the rights to claim priority from any such rights; and (iii) any and all other intellectual

	property and proprietary rights and equivalent forms of protection or of similar effect existing, now or in the future, anywhere in the world.
MiCAR	means Markets in Crypto-Assets Regulation (Regulation (EU) 2023/1114).
Prohibited Jurisdictions	<p>shall refer to the following jurisdictions:</p> <p>Afghanistan</p> <p>Algeria</p> <p>American Samoa</p> <p>Anguilla</p> <p>Bangladesh</p> <p>Belarus</p> <p>Burundi</p> <p>Burkina Faso</p> <p>Cameroon</p> <p>Canada</p> <p>Central African Rep.</p> <p>Chad</p> <p>China</p> <p>Congo (DRC)</p> <p>Cuba</p> <p>Egypt</p> <p>Guinea-Bissau</p> <p>Haiti</p>

	Iran
	Iraq
	Jordan
	Kuwait
	Lebanon
	Libya
	Mali
	Morocco
	Mozambique
	Myanmar (Burma)
	Nepal
	Niger
	North Korea
	Palau
	Palestine
	Puerto Rico
	Qatar
	Russia
	Somalia
	South Sudan
	Sudan

	<p>Tunisia</p> <p>Turks and Caicos Islands</p> <p>Uganda</p> <p>Ukrainian territories occupied by Russia: Crimea, Sevastopol, Donetsk, Luhansk, Kherson, Zaporizhzhia</p> <p>United Kingdom</p> <p>United States</p> <p>United States Virgin Islands</p> <p>Vanuatu</p> <p>Venezuela</p> <p>Yemen</p>
Reward Program	refers to the loyalty system offered to Users.
Seed Phrase	means a sequence of random words that acts as a master key to access Your Crypto-Asset holdings in Your Vision Wallet.
Store Provider	refers to the app store or distribution platform from which You download the App.
Swap / Swapping	means the exchange of a Crypto-Asset into another Crypto-Asset.
Swapper	shall refer to the term as defined in clause 2.6(f).
Third-Party Functionality	shall refer to the term as defined in clause 2.8.
Transfer	means Deposit and Withdrawal together.
Travel Rule	Means the obligation emanating from Regulation (EU) 2023/1113 of the European Parliament and of the Council of 31 May 2023 on information accompanying transfers of funds and certain crypto-assets and amending Directive (EU) 2015/849.

User	means a user of the Vision Wallet who has successfully registered with Bitpanda Web3 through the App for the use thereof and who has accepted the BW Terms. This definition shall also be denoted through the use of the terms "You" and "Your".
VSN	means the Vision ("VSN") Crypto-Asset issued by the Vision web3 Foundation. For more information on the VSN token, please refer to the VSN whitepaper available on https://vision.now/vsn .
Wallet Addresses	means a randomly generated set of numbers and letters which represent a type of unique number similar to a bank account number (but only for Crypto-Assets) which are required to send or receive Crypto-Assets.
Withdraw/ Withdrawal	means the transfer of Crypto-Assets from Your Vision Wallet to a wallet (or other source) outside the Vision Wallet.
XOR Operation	means "exclusive OR", a bitwise function used in cryptography and blockchain technology, commonly used in encryption.

Annex II

Web3 Loyalty Rewards Program

TERMS FOR THE BITPANDA WEB3 LOYALTY REWARDS PROGRAM

VERSION 1.3.0., DATED 17.04.2026

1. Introduction to these Terms	
1.1	Bitpanda Web3 may, at its discretion, offer the Engage Section, a loyalty program to incentivize and reward Users for their use of the Vision Wallet or any other product it may see fit ("the Rewards Program").
1.2	The following LRP Terms set out the terms and conditions applicable to the Rewards Program.
1.3	These LRP Terms are binding between You and Bitpanda Web3 and form a legally binding agreement. By participating as a User in the Rewards Program, You are deemed to have read and understood these LRP Terms and are hence agreeing to the terms contained herein. If You do not agree with these LRP Terms, please refrain from participating in the Rewards Program and in any Reward Cycle.
1.4	These LRP Terms are supplemented by and without prejudice to the BW Terms which you are deemed to have read and accepted before choosing and accepting to participate in the Rewards Program. The BW Terms shall continue to apply for all matters relating to the use of the App and the Vision Wallet including as they may relate to or impact participation in the Rewards Program.
1.5	The " <u>Definitions</u> " shall have the meanings ascribed to them in the Annex I to the BW Terms (<i>Definitions</i>)
2. Participation in the Rewards Program	
2.1	The Rewards Program shall offer Users the possibility of undertaking specific tasks or "missions" within a specified period of time, as shall be issued by Bitpanda Web3 from time to time. By completing such tasks or missions, Users can collect in-App points or "XP". Bitpanda Web3 reserves the right to retroactively credit in-App points for eligible User activity at its sole discretion.

	<p>Bitpanda Web3 may furthermore choose to allocate additional in-App points, the "XP multiplier" to those Users who stake VSN in the Vision Wallet. The applicable "XP multiplier" shall be shown to Users as a rounded up figure to the third decimal, however such rounding up will not have an impact on the precise multiplier used by Bitpanda Web3 to determine the in-App points or "XP".</p>
2.2	<p>The issue of new tasks or missions and their description and terms shall be at Bitpanda Web3's discretion.</p>
2.3	<p>Bitpanda Web3 does not charge Users any fees for participation in the Rewards Program.</p>
2.4	<p>Bitpanda Web3 may decide to make the User's total accumulated in-App points visible through the "Engage" section of the App. Users may also be granted the facility of viewing the amount of their accumulated in-App points on a leaderboard through the App and comparing their position to that of other Users participating in the Rewards Program.</p> <p>Users also have the facility of accessing information on their overall all-time collected in-App points as well as further relevant information.</p>
2.5	<p>Users may be required to opt to participate in Reward Cycles through the App. By participating in a Reward Cycle, a User may become eligible to receive VSN and/or other crypto-assets through discretionary reward allocations, which may take into account points received for completing missions during that Reward Cycle and in line with the terms applicable for that Reward Cycle. The amount of VSN and/or other crypto-assets available for distribution among participating Users in a Reward Cycle shall be at the discretion of Bitpanda Web3, and shall not necessarily be communicated to Users before the start of a Reward Cycle.</p>
2.6	<p>The amount of VSN and/or other crypto-assets that may be allocated by any User throughout a Reward Cycle depends on the amount of in-App Points or "XP" User shall have accrued in their Vision Wallet throughout the Reward Cycle. Bitpanda Web3 shall indicate a minimum amount of in-App points or "XP" that Users require to be eligible throughout a Reward Cycle. Users that do not reach this minimum amount shall not be eligible for any reward within a given Reward Cycle.</p> <p>A minimum Specific usage of the Vision Wallet functions such as total Swap volume or Earn volume may also be taken into account when determining any discretionary allocations of VSN and/or other crypto-assets that can be earned by any User throughout a Reward Cycle.</p>

2.7	By offering VSN as a reward for participation in a Reward Cycle, Bitpanda Web3 should not be construed as the issuer of VSN nor that it has any right or power over the issue, and administration of VSN.
2.8	Any accumulated in-App points are not carried over to the next Reward Cycle and will be solely available for a single Reward Cycle.
2.9	The in-App points or "XP" have no value outside of the Vision Wallet and the Reward Program and cannot be exchanged for cash or for any Crypto-Asset.
2.10	Bitpanda Web3 further reserves the right to introduce additional forms of discretionary rewards that may be allocated to Users based on the in-App points or "XP" they have accrued at Bitpanda Web3's discretion, including physical rewards.
2.11	Bitpanda Web3 may introduce additional campaigns with dedicated and separate terms solely available for You to view on the campaign's landing page.
3. User's Obligations	
3.1	If You participate in a Reward Cycle, You agree to comply with these LRP Terms and the BW Terms at all times.
3.2	You may not engage in any activity that disrupts or interferes with the Reward Cycle, the Rewards Program, the Vision Wallet or the App.
3.3	You are responsible to declare and pay any taxes arising from Your participation in a Reward Cycle. You are thus required to assess Your legal obligations depending on Your tax residence status.
4. Term and Termination	
4.1	By choosing to participate in a Reward Cycle, you are hereby entering into these LRP Terms.
4.2	Your participation in the Rewards Program and in any Reward Cycle is at your sole discretion and participation in a single Reward Cycle does not denote any obligation of participation in any Reward Cycle thereafter.

4.3	Bitpanda Web3 reserves the right to stop the Rewards Program, limitedly or permanently, at any moment. Any accumulated in-App points may be deleted and the User shall have no claim towards them or any possible VSN rewards the User was intending to obtain prior to the cessation of the Rewards Program. Bitpanda Web3 shall, to the best of its efforts, seek to provide reasonable advance notice to Users if it intends to stop the Rewards Program.
4.4	Bitpanda Web3 reserves the right to ban any User from the Rewards Program or to delete any User's accumulated in-App points where a User is acting fraudulently, illegally, is identified as abusing the Rewards Program or is in violation of these LRP Terms and/or the BW Terms.
5. Intellectual Property Rights	
5.1	Any and all Intellectual Property in relation to the Vision Wallet and the Rewards Program is the sole and exclusive property of Bitpanda Web3 and is subject to the relevant Intellectual Property protection under the applicable law.
5.2	You are prohibited from copying, editing, amending, re-distributing, displaying, modifying, adapting, sub-licensing, emulating, reverse engineering, decompiling, disassembling, combining, processing, encoding, translating, selling, licensing out or in any other way using any such Intellectual Property without the express written consent of Bitpanda Web3.
5.3	Bitpanda Web3 grants You a limited, personal, non-exclusive, non-transferable, non-sublicensable and terminable right to use the App solely for the purposes of benefitting from and using the Vision Wallet including participating in the Rewards Program. You acknowledge that the sole use of the App and the Vision Wallet and participation in the Rewards Program does not entitle You to claim any Intellectual Property Rights of any kind thereon.
6. Support and Complaints	
6.1	You may seek or receive technical support regarding the Rewards Program via Bitpanda Web3's support channels. All support made available or provided by or on behalf of Bitpanda Web3 is believed to be reliable, but Bitpanda Web3 does not make representations or warranties, express or implied, as to its accuracy, its completeness, or the results to be obtained. Such support is being provided for informational purposes only and, by accepting such support, You are

	<p>representing that You have adequate skill and experience regarding the proper use of the Vision Wallet and participation in the Rewards Program at Your own discretion and risk. With the exception of instances of gross negligence, You hold us harmless for any injury that may result from the support You receive from us. You are aware that Bitpanda Web3's customer support efforts may be impersonated by malicious third parties, and You agree that Bitpanda Web3 is not responsible for the actions of such impersonators. You further acknowledge that Bitpanda Web3 will not offer support via any social media channels or platforms, and that Bitpanda Web3 will never ask You for Your private key or seed phrase or for You to make a payment to Bitpanda Web3.</p>
6.2	<p>If You have any questions or experience any issue of a technical, administrative or commercial nature, or relating to the Rewards Program, please first contact Bitpanda Web3 Support.</p>
6.3	<p>When You have filed a complaint, Bitpanda Web3 will use its best efforts to acknowledge receipt of Your complaint and to provide a definitive answer to You as soon as reasonably possible, taking into account the nature and complexity of Your complaint. Bitpanda Web3 may request any document (proof, written statement, etc.) supporting Your complaint, and the time needed to consider Your complaint will depend on how quickly you can provide these documents. Bitpanda Web3 will keep You regularly informed of the processing of Your complaint.</p>
<p>7. Warranties</p>	
7.1	<p>By participating in the Rewards Program, you warrant the following:</p> <ul style="list-style-type: none"> a) You are a User; b) You are acting in full compliance of the BW Terms; c) You have the legal capacity to agree to these LRP Terms; d) You will not take any action which will breach these LRP Terms; e) You are authorised to participate in the Rewards Program and any Reward Cycle, and are doing so for Your personal use and not on behalf of any other person; f) You adhere to relevant laws, regulations and rules based on Your country of residence.
7.2	<p>You hereby agree that the Rewards Program provided by Bitpanda Web3 to You under these LRP Terms is being</p>

	provided on an "as is" basis, without any warranty of any kind, whether implied, express or statutory.
8. Liability and Limitation of Liability	
8.1	<p>In no event shall Bitpanda Web3 be liable for any damages, liabilities, costs, suits, proceedings, fines, fees or penalties of any kind, including direct, indirect, special, incidental or consequential damages which arise or are a result of:</p> <ul style="list-style-type: none"> a) Failure to participate in a Reward Cycle through no fault of Bitpanda Web3; b) Failure to complete tasks or missions within the time period set by Bitpanda Web3 for that Reward Cycle; c) The banning of a User or the deletion of a User's in-App points further to clause 4.4; d) The decision to stop the Rewards Program whether limitedly or permanently; e) Your acting fraudulently, in bad faith or negligently.
8.2	In no event shall Bitpanda Web3 be liable for any damages, liabilities, costs, suits, proceedings, fines, fees or penalties should Bitpanda Web3 be unable to adhere to any of its obligations in the event of Force Majeure.
8.3	Insofar as is permitted by law, Bitpanda Web3, its directors, employees, agents, officers, parent or subsidiary undertakings, will not in any circumstances be responsible or liable to compensate any User or accept any liability for any loss or damage occurring as a result of participating in the Rewards Program and any Reward Cycle, except where it is caused by the gross negligence of Bitpanda Web3, its directors, employees, agents, officers, parent or subsidiary undertakings. The User's statutory rights as a consumer are not affected.
8.4	You agree to indemnify and hold Bitpanda Web3, its directors, employees, agents, officers, parent or subsidiary undertakings, free from any damages, liabilities, costs, suits, proceedings, fines, fees and penalties which directly arise from Your breach of these LRP Terms.
8.5	As far as may be legally permitted, any third party who is not a User, shall not have any right arising from or connected to these LRP Terms.
8.6	Bitpanda Web3 may not be held liable under these LRP Terms for any indirect or consequential damages of any kind, including loss of business, loss of future earnings, loss of goodwill, loss of profits or any other kind of similar indirect damages.

9. Amendment to these LRP Terms	
9.1	Bitpanda Web3 reserves the right to make reasonable changes and amendments to these LRP Terms at any given time without incurring liability. Bitpanda Web3 will inform You of any modifications to the LRP Terms through a notification within the App.
10. Governing Law and Jurisdiction	
10.1	These LRP Terms shall be governed by the Laws of the Cayman Islands.
10.2	Any dispute, controversy or claim arising out of or relating to or concerning these LRP Terms, or breach, or invalidity thereof, shall be referred to the courts of the Cayman Islands
11. Miscellaneous	
11.1	Bitpanda Web3 shall have the right to use any legal and/or technical means to ensure adherence to these LRP Terms including: <ul style="list-style-type: none"> a) Monitoring activity on the App; b) Taking legal action against alleged violations of these LRP Terms; c) Taking appropriate technical measures to restrict the use to the Rewards Program or prevent access thereto; d) Take any other action as legally allowed to protect Bitpanda Web3's interests in terms of these LRP Terms.
11.2	Any documentation is made and published in various languages. In case of a dispute or any discrepancies, the English language version shall prevail.
11.3	Nothing contained in these LRP Terms shall imply the creation of any other relationship such as any joint venture, partnership, employer-employee relationship or agency.
11.4	Bitpanda Web3's failure or delay to act or enforce any of its rights under these LRP Terms, shall not be construed as a waiver of Bitpanda Web3's rights.
11.5	In the event that any term in these LRP Terms is deemed to be null and void or unenforceable by a court or tribunal or arbiter

	of competent jurisdiction, such will not affect the validity of these LRP Terms.
11.6	In case of conflict between these LRP Terms and the BW Terms, these LRP Terms shall apply insofar as the conflict relates to the Rewards Program and/or a Reward Cycle.
11.7	These LRP Terms, as well as the rights and obligations related to them, cannot be assigned, conceded, delegated, transferred in any way whatsoever, in whole or in part, whether in return for payment or free of charge, by the User, without the prior written consent of Bitpanda Web3.