

# Numbrs Terms and Conditions

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The Numbrs App is provided by and you are contracting with Numbrs Personal Finance AG, Neuhofstrasse 12, 6340 Baar, Switzerland (hereinafter referred to as "Numbrs", "we", "us", "our"). The present terms and conditions ("Terms") set out the agreement under which we may provide you with use of the Numbrs App and our services associated with the Numbrs App.

If you have any questions about these Terms, please contact our Support team at [support@numbrs.com](mailto:support@numbrs.com). Numbrs provides its services exclusively on the basis of these Terms. Details regarding our authorised representative and further information can be found in the [Contact Us](#) section of our website.

## 1. Scope

These Terms apply to every user of Numbrs (hereinafter referred to as "you" or "User"). For more detailed information on how we handle your personal data we refer to our Data Privacy Notice ("Privacy Notice") which can be found by clicking on this [link](#). No other terms or conditions apply to the provision of the Numbrs App and its associated services, the Numbrs Website, the Bitcoin Account and Numbrs Research described in section 3 (the "Services"), except as set out in the Terms, unless we have agreed otherwise with you in writing.

## 2. Your agreement with Numbrs

### 2.1. Creating a Numbrs User Account

The use of the Numbrs App and the Services is not intended to be available to Users for persons under the age of 18 (or the relevant age limit applicable at their place of residence). If you are under the age, you are unfortunately not permitted to use the Numbrs App.

In order to use the Services, you must (1) satisfy the age requirements, (2) be authorised to enter into a legally binding contract with us and not be prevented from doing so by applicable laws, and (3) be located in a country where our Services are available.

Numbrs will provide you with the Services, as soon as you create a user account ("Numbrs Bitcoin Account") and start holding crypto assets in your Numbrs Bitcoin Account. To create a user account, you must provide us with all the data as required in the registration form. By accepting these Terms and creating a Numbrs Bitcoin Account, you receive a limited, non-exclusive, revocable license to use the Numbrs App in its current

version for non-commercial purposes. A separate declaration of acceptance by Numbrs is not required. You must personally create a Numbers User Account, as we do not accept registrations carried out by third parties on your behalf. We reserve the right to refuse to accept your registration where we have reasonable cause, or should we believe that by doing so would result in us being in breach of any applicable law or regulation.

## 2.2. Accessing the Services within the Numbrs App or the Numbrs Website

Only after you have created a Numbrs User Account (see section 2.1) and start holding crypto assets in your account, will you have access to the full contents and services of the Numbrs App (see sections 3 and 4).

The fees for the Services are displayed in the Numbrs App and/or the Numbrs Website. The fees for the Services shall be calculated in accordance with our [fee schedule](#) ("Fee Schedule"). Numbrs may propose modifications to the Fee Schedule at any time, upon at least thirty (30) days' advance notice of such modifications to the User. The fees start to be accrued once you opened a Numbrs User Account and transferred first crypto assets to your Bitcoin Account. The fees will be charged to you on the last day of each quarter, for the three months of that past quarter. You agree that Numbrs will automatically send you a payment request for due fees towards the end of each quarter, which must be settled within seven (7) days of receipt. Numbrs retains the right to block your Numbrs User Account, including your Bitcoin Account and Numbrs Research, if your fees are overdue.

## 3. Numbrs Research

The Numbrs App and Numbrs Website offer you access to crypto research resources ("Numbrs Research"). Hereunder, you will find a compilation of articles with insights and forecasts from the field of Crypto. A part of the crypto articles are public and already accessible for free via the Numbrs Website and the Numbrs App. However, Numbrs will lock most articles, and make them only accessible after you opened a Numbrs User Account and started holding crypto assets in your Bitcoin Account for the first time.

Articles are compiled and written by Numbrs experts in the crypto field. However, we would like to point out that this feature is for your information only and does not constitute any type of advice given by us to you. The compilation of these articles (even if locked) is in no way intended to serve you as investment advice and does not claim to be complete. The articles compiled by Numbrs experts are only intended to provide interested Users with an overview of recent developments in the crypto field as well as exciting new readings and to stimulate dialogue on this subject. We strongly advise you to always conduct your own investment research.

You will also find webinars as part of the Numbrs Research, which can only be unlocked by the User by selecting one of the webinars and inviting a friend to Numbrs (the "Referral Program"). The invitation is considered successful once the invited friend creates a Numbrs User Account with Numbrs (see section 2.1) and transfers first crypto assets into his account (see section 2.2).

## 4. The Bitcoin Account

### 4.1. Description of the Service

You may use the Bitcoin Account to send or receive crypto assets such as virtual currencies like Bitcoin ("Virtual Currency") to or from other persons and wallets.

The Bitcoin Account is an online Virtual Currency storage service which allows you to hold, send and receive the Virtual Currency. The Bitcoin Account is a non-custodial wallet. This means that only you have access to your private key. Numbrs does not have access to your private key. Your private key is therefore not stored with the risk of total loss in case of bankruptcy, but is stored directly on your personal device. As a back-up, Numbrs keeps an encrypted copy on high-security servers in Switzerland which allows you to restore your Bitcoin Account on your device or on a new device.

The Bitcoin Account is not a payment instrument, e-money wallet or a similar instrument and it does not offer a trading facility for Virtual Currency or other digital assets. The Bitcoin Account can only be used to hold, send and receive the Virtual Currency. You will appreciate that your Bitcoin Account is connected directly to the underlying Blockchain so that no transaction will pass through Numbrs.

You are the owner of the Virtual Currency stored in your Bitcoin Account. You can access all information related to your Bitcoin Account through your Numbrs User Account opened within the Numbrs App or Numbrs Website.

Your Bitcoin Account's initial balance will be zero. You can add the Virtual Currency to the Bitcoin Account by following the steps described in the Numbrs App or Numbrs Website.

The use of auto trade robots (bots) or any other kind of automatic trading (buy, sell) software or devices on the Numbrs App is strictly forbidden. Numbrs reserves the right to suspend your accounts without notification, if suspected of such activities the right to suspend your accounts without notification, if suspected of such activities.

### 4.2. Encryption & Backup

To ensure secure use of the Bitcoin Account, you are required to choose a secure password in order to encrypt the Bitcoin Account. This password is required in addition to the Numbrs login and the security code every time you want to access the Bitcoin Account. In case you are already logged in, you are only required to provide the security code or your phone biometrics to access the Numbrs App.

Additionally, you are requested to create a backup recovery key for additional safety against data loss (the "Backup Recovery Key"). The Backup Recovery Key allows you to restore the Bitcoin Account should your device be stolen or you want to restore the Bitcoin Account on a new or other device. The Backup Recovery Key is a mnemonic phrase in a

certain order. You are solely responsible for remembering this mnemonic phrase and keeping it secure outside the Numbrs App or Numbrs Website. You are aware and acknowledge that the loss of your data, in particular of your private key, may lead to a complete loss of the Virtual Currency stored in your Bitcoin Account.

#### 4.3. Fingerprint and face recognition

You can log into the Numbrs App using fingerprint or face recognition, provided that the device you are using supports this feature (e.g. TouchID or FaceID from Apple). Numbrs will not collect your biometric data. For more information on how fingerprint or face recognition identification works, please contact the provider of that feature.

#### 4.4. Sending and Receiving Virtual Currency

You may use the Bitcoin Account to send or receive the Virtual Currency to or from other persons. Your use of the Bitcoin Account may be limited subject to account verification requirements.

You can always check out our website [www.numbrs.com](http://www.numbrs.com) for additional details on how to use your Bitcoin Account, manage your contacts, send transactions and how to create various reports on your accounts and transactions

#### 4.5. Transaction fees

Transaction fees are charged in the Virtual Currency to your Bitcoin Account immediately and automatically once your transaction or other use of our service is completed. Numbrs does not charge any transaction fees as the transaction occurs directly from your Bitcoin Account to the underlying Blockchain. Numbrs does not compensate you for any such fees, therefore the amount of funds you add/withdraw to/from your Bitcoin Account may actually be smaller than the nominal amount you intend to transact.

## 5. Security of your data and updates

Numbrs will continuously update (including security updates) the Numbrs App and Numbrs Website to the extent necessary to keep the digital Numbrs App and the Services in conformity and inform you accordingly, expand or modify the Numbrs App to respond to changing User interests, to fix technical errors and to introduce new features. We therefore recommend that you keep the Numbrs App and Numbrs Website, all other software on your device and your operating system up to date (for example, with respect to the latest security patches).

The data transferred between the Numbrs App on your device or Numbrs Website and the Numbrs' systems is done via TLS/SSL connection. Your Numbrs User Account is stored securely by Numbrs in a data center in Germany certified according to the PCI-DSS and ISO27001 standards. Numbrs is entitled to adapt the technical measures for the protection of your data from time to time (e.g. due

to further development of the state of the art or due to current knowledge in the field of cryptography).

We may communicate with you via various methods including email. Although all of our emails are scanned for viruses, it is recommended that any attachment(s) be scanned by yourself as we cannot be held liable for any loss or damage caused by software viruses. If you choose to communicate with us via email, please be aware that email communications without the use of encryption, may not be the safest method of communication and third parties may be able to access it. Numbrs is not liable for such access. If you wish to guarantee the safety and confidentiality of any information you send to us via email, encryption methods should be used.

Numbrs provides you with the Numbrs App and Numbrs Website in its current version. You are not entitled to request the maintenance of the Numbrs App and Numbrs Website in the state it was in when you accepted these Terms or at a later date. The Numbrs App supports mobile devices with iOS or Android operating systems. Numbrs reserves the right to offer the Numbrs App and Numbrs Website only for certain operating systems and/or only for certain versions of operating systems. We advise you to always keep your operating system up to date.

We do not share your data with unauthorised third parties. Your information may be shared with authorised third parties in some situations, particularly when it is strictly necessary to provide and improve our services. Under no circumstances will we sell your data to third parties. You can find further information in our Privacy Notice which can be found by clicking on this [link](#).

The Numbrs App may not work on all devices. In particular, if you install the Numbrs App on a device with an operating system that has been modified in a way that breaches the requirements of the manufacturer or supplier of the device, including circumventing any restrictions without authorisation (a "Modified Device"), then it may not work and you should not use it on this device. We will not be responsible for any loss caused by use of the Numbrs App on a Modified Device or by the failure of the Numbrs App to work properly or at all in that case. When using a Modified Device, you will bear the burden of proof that a defect was not caused by the modification of the device.

We will need to carry out planned and, occasionally, unscheduled technical maintenance from time to time, during which you will not be able to use the Numbrs App or Numbrs Website.

We cannot guarantee that use of the Numbrs App or Numbrs Website will be uninterrupted or error-free. As with most services that are being provided online, we also cannot guarantee that the Numbrs App or Numbrs Website is free of any viruses or other malicious code, although we do everything we can to prevent this happening. If any defects occur, we request that you document these and send them to Numbrs in writing. Among other things, your information will allow us to improve our service. Please tell us about this using [support@numbrs.com](mailto:support@numbrs.com). This does not affect your legal rights in relation to faulty or mis-described products.

We may adapt the technical and organizational measures we use to protect your information (to reflect improvements in technology, for example) as long as this does not reduce the level of protection we apply to your information.

## 6. Obligations of Numbrs

We are under a legal duty to supply services that are in conformity with these Terms. Nothing in these Terms will affect the legal rights that you have under applicable laws and which cannot be waived by contract.

Numbrs is committed to providing support for enquiries via email or via the live chat feature provided within the Numbrs App. Numbrs will normally respond to your enquiries within 2 working days. Please note that depending on the nature and extent of your question, an answer or solution may not be provided within 2 working days.

## 7. Obligations of the User

You agree that you will:

- not try to access the account of a third party via the Numbrs App;
- not transfer or try to transfer viruses, trojans, worms or other malicious code into our systems;
- not hack, reverse engineer or manipulate our systems or try to do so;
- not use the Numbrs App in a way that breaches any laws or regulations, or that might put us in breach of any laws or regulations;
- not violate any contractual agreements with the providers of your account when using the Numbrs App; and
- keep your data in the Numbrs App up to date.

If we have reason to think that you are in breach of any of these Terms, we can temporarily suspend your access to the Numbrs App while we investigate the matter further. Numbrs will inform you about the suspension of your account, unless by doing so we would be violating any of our legal obligations. Should we decide that you have not breached these Terms, we will restore your access to the Numbrs App as quickly as we can.

You are responsible for keeping your individual login details secret and secure and for protecting them from being obtained or used by any other party. You should not write them down or store them in a way that allows any other party to gain access to the Numbrs App or Numbrs Website. Should any of your devices on which you have installed the Numbrs App or where you may have consequently backed up your data, be lost or stolen, anyone in possession of the device may be able to access your Numbrs User Account. You are responsible for contacting us immediately in the event of the loss or theft, or in the event of your knowledge of any misuse of, or unauthorised access to your Numbrs User Account. You may contact our support team via [support@numbrs.com](mailto:support@numbrs.com). Security instructions for handling your password and the security code can be found on our website.

## 8. Our liability

We are responsible to you for the loss or damage you suffer that is a foreseeable result of us breaching these Terms, except for where it is excluded by this section or otherwise in these Terms. Loss or damage is foreseeable if it is either obvious that it will happen or known by both you and us at the time you entered into these Terms that it might happen.

NUMBRS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, IF ANY, OR ANY LOSS, THEFT OR DAMAGES FOR LOST PROFITS AND REVENUES, LOST DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF OR THE INABILITY TO USE THE NUMBRS APP, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT WE KNEW THAT SUCH DAMAGE MAY HAVE BEEN INCURRED. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORIZED ACCESS OR USE OF THE NUMBRS APP, OR NUMBRS WEBSITE, OR BITCOIN ACCOUNT, YOUR NUMBRS USER ACCOUNT OR ANY INFORMATION CONTAINED THEREIN. OUR LIABILITY FOR ANY DAMAGES IN CONNECTION WITH THE SERVICES WILL BE LIMITED TO THE FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE NUMBRS APP DURING THE 12 MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

We are not legally allowed to exclude or limit our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation, or where the Numbrs App or Numbrs Website is not fit for purpose, of satisfactory quality or not as described. The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (Produkthaftungsgesetz), and liability for culpably caused injuries of life, body or health. In addition, such limitations of liability shall not apply if and to the extent Numbrs has assumed a specific guarantee.

You are aware and acknowledge that the loss of your data, in particular of your private key, may lead to a complete loss of the Virtual Currency stored in your Bitcoin Account. Numbrs is not liable for any damage related to such data losses that are not attributable to our fault.

## 9. Data Protection

You may find more information regarding data protection in our Privacy Notice which may be found in this [link](#).

The services performed by us under these Terms are relying on the use of distributed ledger technologies, generally known under the name of "Blockchain" ("DLT-based Services").

Transaction data related to your use of DLT-based Services may be recorded on a public ledger. Such public ledgers are designed and intended to immutably record transactions across wide networks of computer systems. Many such ledgers are open to forensic analysis (e.g. by law enforcement authorities or third parties) which can lead to de-anonymisation and the

unintentional revelation of private financial information, especially when data stored on the public ledger is combined with data from other sources.

Because public ledgers are decentralised or third-party networks that are not controlled or operated by us, we are not able to erase, modify, or alter your personal data from such networks, which will limit your rights to delete or modify your personal data as described in the Privacy Notice.

## 10. How we can change the Numbrs App or these Terms

We can change these Terms or change the Numbrs App for any of the following reasons:

- to add new features to the Numbrs App, in particular in order to add storage functionality for additional types of digital assets other than Virtual Currency;
- to withdraw any features or functionality;
- to reflect changes (including expected changes) to or restrictions imposed by laws or regulations applicable to our Services, including any decision of a court, regulator or ombudsman;
- to reflect any changes to our costs of providing the Numbrs App; or
- to respond to any changes of the technology we use or might want to use.

As these Terms have no expiry date and we hope that you will use the Numbrs App for a long time into the future, we may need to amend these Terms or the Numbrs App where we have a good reason that is not listed above.

We will tell you about these amendments by:

- bringing any amendments to your attention when you next access the Numbrs App or Numbrs Website and asking you to confirm your agreement to the changes; or
- emailing you information about the amendment. We will use the email address you have provided. If we use an email to tell you about the amendment, we will aim to give you at least 30 days advance notice prior to the amendment coming into effect.

If you do not want to accept the amendment, you can object in text form (e.g., by sending an email to [support@numbrs.com](mailto:support@numbrs.com)) within 30 days of receipt of the email. Otherwise the amendments shall be deemed approved. Numbrs shall specifically point this consequence out when announcing the amendments. On receipt of such an objection, Numbrs is entitled to terminate any agreement related to it before the changes take effect in line with Section 11.1, with the result that your Numbrs User Account will be deleted. For the objection to be deemed made in time, the dispatch date shall be decisive. In case of objection, the original terms and conditions shall continue to apply until termination.



If you do not object to the amendments beforehand, the amendment will come into effect after the notice period (where notified by email) or immediately (where notified through the Numbrs App or Numbrs Website).

## 11. Termination

### 11.1. Termination of your agreement with Numbrs

You may cancel your agreement with Numbrs at any time on the Numbrs Website, in the Numbrs App or by sending a written termination notice to [support@numbrs.com](mailto:support@numbrs.com). Having cancelled the agreement, you will continue to have access to the Numbrs App to the end of your current billing period, which is the end of the quarter. Please note that you continue to owe the full fees until the end of the current billing period and may be prompted to cover our outstanding fees due at the time of termination.

The following functionality will no longer be available after you have terminated the agreement and the current billing period has ended:

- send Virtual Currency transactions;
- consult your balance and transactions in fiat currencies;
- receive Virtual Currency transactions;
- access articles in Numbrs Research;
- access your Backup Recovery Key.

### 11.2. Our rights to end your agreement with Numbrs

We may end your agreement with Numbrs at any time by writing to you if:

- (a) you are in material breach of any of these Terms and you do not correct the breach within 21 (twenty-one) days of being told by us in writing that you are in breach;
- (b) you are engaging in any business or activity prohibited by any applicable law or regulation, in particular but not exclusively any dealing in or financing of drugs, weapons, munitions or conflict minerals or any activities related to pyramid investment schemes, extortion, child labor, sexual abuse, money laundering or terrorist financing and the like;
- (c) you do not make any payment to us when it is due and you still do not make payment within 30 (thirty) days of us reminding you that payment is due;
- (d) if we decide to discontinue the offering of our Services generally.

We will let you know at least 30 (thirty) days in advance of our stopping your access to the Numbrs App.

### 11.3. Closing of your Numbrs User Account and your Bitcoin Account

These Terms will apply to your use of the Bitcoin Account as long as you maintain your Bitcoin Account within the Numbrs App or Numbrs Website. You may only terminate the use of the Bitcoin Account by closing your Numbrs User Account altogether.

If you choose to close your account, you need to submit this request to us (see details under 11.1). You will be asked to confirm the payment of all accumulated outstanding fees for using the Services. After successful payment of the fees, you must move your Virtual Currency to another personal wallet address in the Virtual Currency system or restore your wallet by using the Backup Recovery Key in another personal wallet.

Upon closing your account, Numbrs will keep a copy of your personal data only to the extent that it is necessary to comply with the statutory record keeping obligations. Backup Recovery Keys belonging to former clients will be deleted at intervals following a period of time Numbrs considers to be reasonable. Numbrs has no obligation to keep such Backup Recovery Keys for an unlimited period of time after account closing.

## 12. Other important terms

These Terms are communicated in English only.

These Terms are governed by Swiss law. Any dispute between you and us in connection with your use of the Numbrs App, and our associated service, and/or these Terms, may be brought in the courts of the Canton of Zug, Switzerland, if you are a merchant or a legal entity under public law or if you have no legal venue in Germany. Any mandatory venue rules shall remain unaffected hereof.

By accepting these Terms, you also agree to receive documents and statements from Numbrs in connection with the use of the Numbrs App on an electronic data carrier.

Included within our Services, and following your acceptance of these Terms, Numbrs also provides a free information service that allows you to receive email updates about the Numbrs App and related services and benefits. If you are not interested in this service, you can cancel it at any time. Should you wish to unsubscribe, you can do so by clicking on the "Unsubscribe from Newsletter"-button in any Numbrs email. Alternatively, you can contact our support team.

Numbrs does not and is not obligated to participate in alternative dispute resolution procedures before an alternative dispute resolution entity for consumers.

If you have a complaint about the Numbrs App, please give us a chance to resolve it by sending an email to [support@numbrs.com](mailto:support@numbrs.com). Please be assured that we treat complaints seriously.

## 13. Right of withdrawal (for clients resident in the European Union only)

You have a right of withdrawal with regard to the Services (see 2.2) pursuant to the following provisions:

### *Instructions on the Right of Withdrawal*

#### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us Numbrs Personal Finance AG, Neuhofstrasse 12, 6340 Baar, Switzerland, email: [support@numbrs.com](mailto:support@numbrs.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you request to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

#### **Model withdrawal form**

(If you wish to withdraw from this agreement, please fill out this form and return it)

- Numbrs Personal Finance AG, Neuhofstrasse 12, 6340 Baar, Switzerland, email: [support@numbrs.com](mailto:support@numbrs.com)
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*):
- Ordered on (\*)/received on (\*)
- Name of consumer(s)

- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date

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