



## **Terms and conditions of FANCCI AG regarding the purchase of shares of BITCCI GROUP AG (Version 1.0 from 15. Jan. 2025)**

### **1. General information**

The offering is conducted under the **EU Prospectus Regulation (EU) 2017/1129**, utilizing the exemption for offerings below 1 million EUR within a 12-month period.

1.1 FANCCI AG, based in Switzerland, offers the sale of 1,666,666,666 shares of BITCCI Group AG to retail investors in the European Union (EU) via its platform FANCCI.vc. BITCCI Group AG is the parent company of FANCCI AG.

1.2 The shares are being sold at a price of EUR 0.0006 per share. The shares are not currently listed on a stock exchange. A listing is planned as soon as BITCCI Group AG can demonstrate sufficient performance, a professional company valuation and corresponding financial figures.

1.3 The purchase of shares is subject to these terms and conditions, which the investor accepts by using the FANCCI.vc platform or by ticking a box before the purchase.

### **2. Purchase process and terms of payment**

2.1 The shares are purchased online via the FANCCI.vc platform.

2.2 The investor can choose between the following payment options:

- **Cryptocurrencies:** No minimum investment required.
- **Bank transfer:** Available from a minimum investment of EUR 1,000.
- **Maximum amount:** The maximum amount for which an investor can acquire shares is EUR 25,000.

2.3. Once payment has been completed, the investor receives access to an invoice in PDF format via download, which contains all the data relevant to the purchase.

2.3 Once the payment has been completed, the identification process is initiated, subject to the checks mentioned in section 3.

### **3. KYC and AML requirements**

3.1 Before the shares can be transferred, the investor must successfully complete the KYC process. Valid proof of identity (e.g. passport or identity card) and proof of residence must be presented for this purpose.

3.2 The purchase is subject to anti-money laundering (AML) requirements. FANCCI AG reserves the right to refuse payments or transactions that do not comply with the AML guidelines.

To protect against money laundering and other illegal activities, FANCCI AG only accepts transactions from wallets or crypto addresses whose blockchain history has been classified as unobjectionable. This verification is carried out using market-leading technologies and analysis software specialising in the tracking and evaluation of blockchain transactions. We reserve the right to use the services of specialised providers for each cryptocurrency transaction. These solutions assess the origin of cryptocurrencies based on defined criteria to determine whether transactions or wallets are potentially associated with illegal activities. Transactions originating from wallets or crypto addresses that are classified as risky or associated with non-compliant activities are rejected by us. In such a case, the user will be informed and the transaction will be deemed not to have been completed.

Data on blockchain transactions is processed as part of the verification process. This data is used exclusively for the purpose of fraud prevention and compliance with legal regulations. Further information on data processing can be found in our privacy policy.

It is the buyer's responsibility to ensure that the wallet or crypto address used has no suspicious activity. We recommend taking appropriate measures to ensure that your own blockchain history can be categorised as clean before carrying out transactions, e.g. [www.amlbot.com](http://www.amlbot.com).

3.3 The shares are only transferred to the investor once the KYC and AML process has been successfully completed. In the event that the investor does not successfully complete the KYC process within 60 days of the purchase, FANCCI AG reserves the right to cancel the purchase.

#### **4. Transfer of shares and confirmation**

After successful verification, the investor is entered as a shareholder in the share register of BITCCI Group AG and the investor receives written confirmation of the entry as a shareholder in the share register of BITCCI Group AG.

#### **5. Disclaimer**

FANCCI AG assumes no guarantee for a future listing of the shares on a stock exchange or for increases in value or returns from the investment. The investor is aware that the acquisition of the shares is speculative in nature and that financial losses are possible.

#### **6. Right of cancellation**

In accordance with the relevant provisions of European consumer and capital market law, we would like to point out that there is no right of cancellation for the purchase of shares. This is based on the following legal principles, which apply throughout the European Union:

### **Exclusion of the right of withdrawal for financial services (Article 16(b) of Directive 2011/83/EU on consumer rights)**

According to Article 16(b) of the Consumer Rights Directive (Directive 2011/83/EU), contracts for financial services are excluded from the right of withdrawal if the price of the service depends on fluctuations in the financial market that cannot be controlled by the trader. Shares fall under this regulation as they are financial instruments whose value is significantly influenced by market developments.

### **Waiver of the right of cancellation through clear consent**

Buyers of FANCCI shares expressly declare before concluding the purchase contract that they waive their right of cancellation. This waiver is communicated transparently and comprehensibly in accordance with the legal requirements of the EU. The waiver serves to secure the binding nature of the share purchase.

### **Legal consequences of the waiver**

By waiving the right of cancellation, the purchase of shares becomes legally binding. This rules out the possibility of cancelling the transaction in order to ensure a fair and stable basis for trading in financial instruments.

### **Connection with MiFID II Directive (Directive 2014/65/EU)**

The Markets in Financial Instruments Directive (MiFID II) stipulates that customers must be comprehensively informed about the risks before purchasing financial instruments. In accordance with this directive, it is ensured that all buyers are fully informed about the exclusion of the right of cancellation and its consequences.

## **7. Final provisions**

7.1 These terms and conditions are subject to Swiss law.

7.2 The place of jurisdiction is the registered office of FANCCI AG in Switzerland.

7.3 Should individual provisions of these GTC be invalid, the validity of the remaining provisions shall remain unaffected.

### **Contact:**

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