

The amendment to these Terms results from the need to adapt the business to the legal requirements resulting from the MiCA (Market in Crypto-Assets) regulation, and thus the business decision to suspend all services related to crypto assets (including one-off transactions and participation in the PRO BAKE membership program) as of April 15, 2026.

As of April 15, 2026, the unpaid funds accumulated on the Users' accounts will be denominated into the fiat currency – the US dollar at the exchange rate of April 15, 2026.

These terms of use (the "Terms") constitute a legal agreement between Bake and you under which, as of April 15, 2026, you may only use the Platform to a limited extent, including maintaining your existing User Account and withdrawing your accumulated and converted US dollar funds into your Client Account. All other functionalities of the platform related to trading, storing or other use of cryptographic assets are blocked and unavailable to existing Users.

From the date of entry into force of these Terms and Conditions, the service of creating new User accounts is suspended until further notice.

1. ACCEPTANCE OF TERMS

- 1.1. In these terms, "we", "us", "Bake" refer to the entity FINFERNO SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Warsaw, Hoża 86 lok. 210, 00-682 Warsaw, NIP 7011212502, REGON 5290900190, KRS: 0001114596 with which you enter into an agreement, and "our" should be interpreted accordingly. "You" refers to any person accessing the Client's account, accessible through our website: app.bake.io, mobile applications or other applications, and "your" shall be interpreted accordingly.
- 1.2. Each of you and BAKE will hereafter be referred to as the "Party", and together you and BAKE will be referred to as the "Parties". BAKE and its Affiliates, in particular the trustee institution, shall hereinafter be collectively referred to as "FINFERNO LIMITED LIABILITY COMPANY".
- 1.3. Your use of the Services is subject to these Terms, which may be changed by us in our sole and absolute discretion. These Terms also include any other operating rules, policies and procedures that we may issue or post on BAKE PLATFORM from time to time and which are related to the operation of the BAKE PLATFORM. The condition for these changes to take effect is that users are informed of the changes in the terms and conditions in the form of an announcement or written statement sent to BAKE PLATFORM.
- 1.4. After prior written notice to users of the BAKE PLATFORM. We may change these Terms at any time, with or without notice, and any changes will be posted on BAKE Platform. These changes will be effective from the date of posting, and continued access to or use of BAKE PLATFORM and/or Services from that date will be deemed acceptance of the new Terms. It is solely your responsibility to check for such changes on the BAKE from time to time. If you do not agree to these terms, please leave the BAKE and immediately cease using all services available during the term of the Terms or terminate them immediately.

- 1.5. Any personal data or information you provide to us is also subject to the most recent version of our privacy policy available on our sites (the "Privacy Policy"), which is incorporated into these Terms.
- 1.6. By accessing your User account, sending any information to us, or browsing BAKE Platform you:
 - 1.6.1.1. agree to be bound by the most current version of the Terms and in accordance with our Privacy Policy. You are deemed to be a signatory of these Terms and, to the extent permitted by applicable law, waive any rights or requirements of applicable law that require you to sign, original or electronic, and/or transmit documents;
 - 1.6.1.2. represent and warrant that you are of legal age in the jurisdiction to which you are of legal age and have the right to use the BAKE and to receive financial obligations, including the payment of funds accumulated in your account.

2. DEFINITIONS AND INTERPRETATIONS

1. In these circumstances, unless the context requires otherwise:
 - 1.1. "**Applicable Laws**" means all relevant or applicable laws, regulations, rules, regulations, directives, circulars, notices, guidelines and practical notes of any governmental authority;
 - 1.2. "**Authorised Representative(s)**" in relation to the User being a legal entity means the person or persons designated by the User to act on behalf of the User in relation to the access to and use of the User's Account on the Bake Platform;
 - 1.3. "**Working Day**" means a day other than Saturday, Sunday or a designated non-working day in Poland;
 - 1.4. "**Business Hours**" means the hours from 8:00 a.m. to 5:00 p.m. Eastern European Time on a business day;
 - 1.5. „**Bake**" means Finferno limited liability company with its registered office in Warsaw, Hoża 86 lok. 210, 00-682 Warsaw, NIP 7011212502, REGON 5290900190, KRS: 0001114596.
 - 1.6. "**Bake Platform**" or "**Platform**" means the operating systems and interfaces that facilitate the Services;
 - 1.7. "**Government authority**" means any state or government, any state or other political entity of that institution, any entity exercising legislative, executive, judicial, or administrative functions of or affiliated with a government, including, without limitation, any governmental organs, agencies, departments, councils, commissions, or institutions, and any courts, tribunals, or arbitrators of competent jurisdiction, and any self-regulatory organization. For the avoidance of doubt, a government authority may include private entities with quasi-governmental, regulatory or judicial functions, to the extent that they concern you, BAKE and their affiliates;
 - 1.8. "**Loss**" means any loss, claim, liability, damages, suits, suits, demands, proceedings, costs, fees and/or expenses of any kind or howsoever incurred, including any indirect, special, incidental, indirect or other losses of any kind, whether in tort, contract or otherwise (including, but not limited to, loss of income and revenue or profits and/or any actual or hypothetical gains);
 - 1.9. "**Manifest Error**" means any error, omission, or misquotation (whether by an error on our part or due to any third party) that is apparent or explicit, including misquotes from any of our representatives, taking into account the current market and currently advertised quotes, or any error in information, source, official result, or pronunciation;

- 1.10. **"Network attacks and vulnerabilities"** means intrusions, cyberattacks, network attacks (including, but not limited to, dual-release attacks, mostly mining-based attacks, and "selfish" attacks – 51% or network-based), distributed denials of service or errors, as well as any attacks, vulnerabilities or defects in the network;
- 1.11. **"Tax to be paid"** means a tax liability in a country of jurisdiction that may arise in connection with your use of the Bake Services or in connection with the withdrawal of fiat currency from your account;
- 1.12. **"Privacy Policy"** has the meaning assigned to it in the document available at the link: <https://bake.io/privacy-policy/>
- 1.13. **"Services"** means the services and/or content provided by BAKE, including the maintenance of your account and the withdrawal of funds accumulated in your account.
- 1.14. **"Trust Institution"** means institution that will hold the funds of BAKE platform users during the period of suspension of BAKE services.
- 1.15. **"User"** means a person or corporate entity accessing or using the Sites/Services who has a registered User account.
- 1.16. **"User Information"** means user data provided during account registration, operations performed, including consents and confirmations of having read the terms of use of the BAKE Platform.
- 1.17. **"User Account"** means an account opened on the Bake Platform that may only be used to request the withdrawal of funds denominated in fiat currency - the US dollar;
- 1.18. **"Custodial Institution"** means a regulated custodian institution cooperating with BAKE , which will hold users' funds and make withdrawals of funds in fiat currency.

2. Miscellaneous

In these circumstances, unless the context requires otherwise:

- 2.1. a word importing a singular includes a plural and vice versa, a word importing any type includes each type;
- 2.2. References to "persons" include any company, limited liability company, partnership, trust, or unincorporated company (irrespective of whether or not it has a separate legal personality) and references to 'company' include any company, corporation or other corporate body, wherever and how it has been registered or established;
- 2.3. the provisions of the paragraphs are for reference only and do not affect the interpretation of these Terms;

3. CONTENT OF SERVICES FOR REGISTERED USERS

- 3.1. Bake offers the following services to Users who have an account on the platform:
 - 3.1.1. Provide services to the client in the maintenance of the User's account;
 - 3.1.2. Withdrawal of funds converted into US dollars (USD) accumulated in the User's account, with the proviso that the funds will be held and withdrawn by a regulated payment institution;
 - 3.1.3. Technical and management services to ensure the normal operation of the platform.
- 3.2. The services provided by Bake will not be related to the handling of cryptocurrencies in any way.
- 3.3. The services provided by Bake may not be understood or used to make offers to users in any country or region that deems the services offered by the Platform to be illegal.

4. USER INFORMATION, ACCOUNTS AND ACCOUNT REGISTRATION

4.1. User Information

- 4.1.1. Your access to BAKE and/or your use of the Services will be subject to the following information ("User Information"):
 - 4.1.1.1. acknowledging that you have read and accepted these terms and conditions, including the appendices herein; and
 - 4.1.1.2. such other information that BAKE deem necessary in their sole discretion to comply with applicable laws or otherwise in connection with your access to BAKE and/or the provision of Services to you, including information confirming the identity of your Authorized Representative (if any) and the ownership of your private or platform wallet in order to refund the funds accumulated in the User's account.
- 4.1.2. You agree that we may suspend, restrict, or terminate your access to BAKE and/or your use of the Services without prior notice until any User Information requested is provided to our expectations. You also irrevocably and unconditionally agree that such user information you provide to us may be shared without restriction or restriction with other entities of BAKE for the purpose of providing refund services for the funds accumulated in your account in fiat currency.
- 4.1.3. By submitting any of your User Information, you confirm and warrant to BAKE and its affiliates that the User Information you submit is complete, accurate and authentic, and you promptly notify us of any changes to your User Information. In the event of any change to your User Information, you agree that we may, without prior notice, suspend, restrict or terminate your access to the BAKE PLATFORM and/or your use of the Services until such change is presented to us as we expect.

4.2. User account and credentials

Starting from April 15, 2026, it is not possible to create new User accounts. Existing user accounts created before April 15, 2026 will continue to be maintained in order to allow users to withdraw accumulated funds converted to US dollars at the exchange rate as of April 15, 2026.

- 4.2.1. You may be required to log in to an account ("User Account") to access the BAKE or the BAKE Platform. If so, you agree and accept the following terms:
 - 4.2.1.1. if you are an individual, you may not grant access to or use of your User Account by others;
 - 4.2.1.2. if you are a legal entity, you will restrict access to and use of your user account to Authorized Representatives (or representatives) appointed by you in accordance with the due diligence process expected by BAKE;
 - 4.2.1.3. all of your login credentials and other required forms of authentication (including API keys) associated with your user account ("Login Credentials") should be kept confidential and secure, and you will be solely responsible for the security and confidentiality of your login credentials;

- 4.2.1.4. you will not hold us liable for any unauthorized access to and use of your user account or for any loss or damage arising out of such unauthorized access or use;
- 4.2.1.5. You must notify Bake immediately if you suspect that your User Account or any security data has been compromised, or if you become aware of any fraud, attempted fraud, or other security incident (including a cybersecurity attack or unauthorized access to your User Account by an Authorized Representative or a third party) that affects you and/or the BAKE. Failure to fail to notify the BAKE of such an incident may result in the complete loss of the demonetized funds held in your user account and may be taken into account in determining the appropriate resolution of the matter;
- 4.2.1.6. We have the right, in our sole and absolute discretion, to suspend, restrict or terminate your User Account and/or access to your User Account at any time for any reason, including but not limited to the following:
 - 4.2.1.6.1. we have reasonable grounds to believe that you are in breach of these Terms;
 - 4.2.1.6.2. We have reasonable grounds to believe that you are using your user account in an unusual, inappropriate or abusive manner;
 - 4.2.1.6.3. if your user account is inactive or inactive for an extended period of time (i.e. you have no instructions and/or transactions in your user account for 5 months.
- 4.2.1.7. If we make a payment to or on your behalf by mistake, or you owe us money, you must pay back the amount you owe us.
- 4.2.2. Due to the costs of maintaining and maintaining your User Account and in accordance with applicable law, we reserve the right to deduct administrative fees or suspension fee (if applicable) from the denominated funds in your User Account.

4.3. Withdrawals from the user's account

- 4.3.1. Withdrawals from your Account are subject to prior request on the website and withdrawals are made to you in US dollars converted at the exchange rate as of April 15, 2026.
- 4.3.2. Withdrawals of funds will be processed by the custodian institution, which is entitled to hold the funds for a reasonable period of time, depending on the amount withdrawn and where it is stored.
- 4.3.3. You acknowledge and agree that under no circumstances shall BAKE be liable for any delays in processing withdrawal requests.
- 4.3.4. You represent and warrant that the user address to which the trust institution is to pay the denominated funds is your property.
- 4.3.5. BAKE shall not be liable and will not pay compensation if the payment is returned or returned to an address to which the user does not have access, unless in the case of gross negligence of the BAKE.

- 4.3.6. Transaction fees will be charged for withdrawals of funds from the User's account in accordance with the applicable price list available on the website: <https://support.bake.io/en/articles/8286187-what-are-the-withdrawal-fees-on-bake>.

4.4. Requests to close your account

- 4.4.1. You may request closure of your user account ("Account Closure") and the closure of your account will be processed by the BAKE within a reasonable time.
- 4.4.2. BAKE assumes no responsibility or obligation to verify whether the account closure request is actual or valid, nor any liability for the actions in accordance with the account closure request. Upon closure of the account, the BAKE will be deemed to have fully complied with its obligations and obligations under this document and shall have no further liability or liability to you and/or your heirs, personal representatives, successors and assigns.
- 4.4.3. Before you can request account closure, you must withdraw any denominated funds that we hold in your User account. If you fail to do so, you agree and agree that all funds held in your user account will be forfeited to the BAKE and will not be refundable or transferred to another account or individual. It is your responsibility to ensure that you have withdrawn or used the funds before closing your account, as no claims, title, interest, or rights to these funds will be maintained after this period. In addition, you acknowledge and agree that you will not hold us and/or BAKE and its affiliates harmless and release us and/or BAKE and its affiliates from any potential current and future claims, liabilities, actions, demands, or disputes related to the forfeiture of funds after account closure.

5. ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES

- 5.1. By accepting these Terms, you represent and warrant to BAKE and its affiliates in the following ways:
- 5.1.1.1. you acknowledge and agree that the funds accumulated in your account may not be construed, interpreted, classified, or treated as:
- 5.1.1.1.1. bonds, shares or shares;
- 5.1.1.1.2. rights, options or derivatives relating to such bonds, stocks or shares;
- 5.1.1.1.3. rights arising under a contract for difference or under any other contract the object or purported purpose of which is to obtain a profit or avoid a loss;
- 5.1.1.1.4. units in a collective investment scheme;
- 5.1.1.1.5. units in a business trust;
- 5.1.1.1.6. derivatives of entities in a business trust; or
- 5.1.1.1.7. any form of investment;
- 5.1.1.2. you acknowledge and agree that the funds in your account do not constitute and are not intended to constitute any form of securities, business mutual fund units, collective

investment program units, or any other form of investment in any jurisdiction, and these terms and conditions do not constitute and are not intended to constitute an offer of securities in any form; units in a business trust, units in a collective investment scheme or other form of investment in any jurisdiction or an inquiry for any form of investment in any jurisdiction;

- 5.1.1.3. you acknowledge and agree that BAKE has the right to ultimately rely on any instructions, notices and communications, whether oral or written, that we reasonably believe to be authentic from you or your Authorized Representatives who have been identified in writing as authorized and authorized to act on your behalf in its sole discretion, and you will be bound accordingly;
- 5.1.1.4. you have read and understood all of these Terms, including the Annexes here to;
- 5.1.1.5. you have the full authority and capacity to accept these Terms and to perform all of your obligations hereunder, and if you are accepting the Terms on behalf of a corporation:
 - 5.1.1.5.1. such corporation is properly registered and exists in accordance with applicable laws; and
 - 5.1.1.5.2. you are duly authorized to accept these Terms and obtain performance of your obligations here under;
- 5.1.1.6. you have not created multiple user accounts; and
- 5.1.1.7. all of the foregoing representations and warranties are true, complete, accurate and not misleading from the time you accept these Terms.

6. DISCLAIMERS

- 6.1. To the maximum extent permitted by all applicable laws, regulations and rules, and except for the other provisions of these Terms, BAKE and its affiliates, in particular the regulated payment institution, hereby expressly disclaim and in no event shall they be liable to you or any person, for which you hereby acknowledge:
 - 6.1.1.1. failure or delay in the service of services, in particular the return of denominated funds;
 - 6.1.1.2. loss of access credentials or loss or destruction of the private keys of the User Account, in any way and to any extent;
- 6.2. In the event of any loss, hacking or theft of funds accumulated in your account, you acknowledge and agree that you have no rights, claims or grounds to pursue claims against BAKE and its affiliates, including Trust Institution.

7. GENERAL CONDITIONS AND PROHIBITED USES

- 7.1. You will be responsible for the reporting requirements for taxable income earned in connection with the use of services for the relevant government authority.
- 7.2. By using the Services, you acknowledge that you will not and will not assist, induce, encourage or solicit any third party to participate in the following activities:

- 7.2.1.1. Illegal activity: activities that:
 - 7.2.1.1.1. violate or assist in violation of any applicable laws in the countries in which BAKE operates;
 - 7.2.1.1.2. they concern the proceeds of illegal activities; and/or
 - 7.2.1.1.3. publish, distribute or disseminate any illegal material or information;
- 7.2.1.2. Abusive activity: activities that:
 - 7.2.1.2.1. imposing an unreasonable or disproportionately large load on our infrastructure or harmfully disrupting, intercepting or expropriating any system, data or information;
 - 7.2.1.2.2. upload or transmit any material to the Bake Platform that contains viruses, Trojan horses, worms, or other harmful or harmful programs;
 - 7.2.1.2.3. attempt to gain unauthorized access to the Bake Platform, computer systems or networks connected to the Bake Platform, through password mining or other means;
 - 7.2.1.2.4. create multiple user accounts
 - 7.2.1.2.5. using another party's user information to access or use the Bake Platform;
 - 7.2.1.2.6. develop any third-party applications that interact with the Bake Platform without our prior written consent; and/or
 - 7.2.1.2.7. transfer access to your account or rights to your account to a third party, unless by law or with our express consent;
- 7.2.1.3. Abuse of other users: Actions that:
 - 7.2.1.3.1. interfere with another user's access to or use of the Services;
 - 7.2.1.3.2. defame, abuse, coerce, harass, stalk, threaten, or otherwise violate or violate the legal rights (such as, but not limited to, rights of privacy, promotion, and intellectual property) of others, including but not limited to Bake's representatives, employees, agents, and affiliates;
 - 7.2.1.3.3. incite, threaten, facilitate, promote, or encourage hatred, racial intolerance, or acts of violence against others; and/or
 - 7.2.1.3.4. use any robot, spider, crawler, scraper or other automated means or interfaces not made available by us to access the Services or to collect or otherwise collect information from the Bake Platform, including but not limited to identification numbers, email addresses, telephone numbers or addresses, without proper consent;
- 7.2.1.4. Fraud: activity to defraud users or others; providing any false, inaccurate, incomplete or misleading information to BAKE and its affiliates;
- 7.2.1.5. Intellectual property infringement: acts and/or actions that:

- 7.2.1.5.1. (whether or not they relate to the subject matter) infringe or violate any copyright, trademark, right of privacy or other proprietary rights under law that are associated with BAKE and its affiliates or any part thereof, without our express prior written consent;
- 7.2.1.5.2. modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, create derivative works from, or store proprietary or confidential data or other similar information made available through the Sites, without our express prior written consent;
- 7.2.1.5.3. use any intellectual property, name or logo, including use of trademarks or service marks owned by BAKE and its affiliates, without our express permission or in a manner that otherwise harms BAKE and its affiliates;
- 7.2.1.5.4. reverse engineer or disassemble any aspect of the Bake platform and/or Services to gain access to source code, ideas and concepts, and algorithms that have not yet been publicly disclosed by Bake; and/or
- 7.2.1.5.5. means a false endorsement or affiliation with BAKE and its affiliates;
- 7.2.1.6. Activity that harms Bake and/or harms: any activity that may bring about a disrespectful reputation or harm Bake, the Bake Platform, you or any other third party;
- 7.2.1.7. Violation of the Terms: any action and/or action that violates and/or violates the Terms.

8. BAKE PRO MEMBER PROGRAM

- 8.1. As of April 15, 2026, the provision of services under the BAKE PRO membership program is suspended. Any assets accumulated under the membership program will be denominated in the US dollar and will be withdrawable by account users. The storage and withdrawal of funds will be carried out by a regulated payment institution. Withdrawal of funds may incur tax liability in connection with payments and funds accumulated in connection with BAKE PRO.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 9.1. You may not take any action in any form under these Terms, the Service and/or the Websites, for more than one (1) calendar year after the matters giving rise to the claim and/or the Damage occurred. You agree and acknowledge that this clause changes any statute of limitations applicable by law, unless prohibited by applicable law. If the applicable law does not allow changes to the limitation periods, this provision will be read as a limitation period with a minimum enforceable length.
- 9.2. In addition, without prejudice to any other rights or remedies under these Terms and Conditions, and to the maximum extent permitted by all applicable laws, regulations and rules, and except as otherwise provided in these Terms, the liability of BAKE, its affiliates and/or any of our respective officers, directors, agents, employees or representatives shall be limited to the actual amount of loss or damages, which are directly caused and are reasonably foreseeable by our breach of these terms and conditions and in no event exceed the amount of the fees paid by you to BAKE in the 12 months preceding the event giving rise to the Loss.

9.3. Notwithstanding any other clauses in these Terms, BAKE, its Affiliates and/or any of our officers, directors, agents, employees or representatives shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, whether in tort, contract or other (including, but not limited to, loss of revenue and revenue or profits and/or any actual or hypothetical profits) arising out of or in the event of in connection with (i) your use of the Service and/or the Site.

9.4. You hereby agree to waive any right to pursue claims under applicable law and agree that you may only bring claims based on these terms.

10. ASSIGNMENT

Subject to these Terms, only you and no other person have any right to make claims against BAKE and its affiliates in connection with the Services. You may not bind, trade, or transfer or attempt to transfer, trade, or transfer your right to such claim or any rights or obligations under these Terms and Conditions. Any such transfer or transfer is null and void and does not impose any obligation or liability on BAKE and its affiliates to the assignee or purchaser. However, we may, at any time, without your consent, transfer or transfer any of our rights or obligations under these Terms to BAKE and its affiliates or to any other person in connection with a merger, acquisition, corporate reorganization, or sale of our business (or any portion thereof) or all or substantially all of our assets.

11. INTELLECTUAL PROPERTY RIGHTS

These Terms do not entitle you to any intellectual property rights, including rights related to the use, for any purpose, of any information, images, user interface, logos, trademarks, trade names, Internet domains, or copyrights associated with the Bake Platform, the Services, BAKE, and its affiliates.

12. NO EXEMPTION

Any failure by BAKE and its affiliates to comply with these Terms and Conditions in enforcing these Terms or in asserting any rights, claims or causes of action against you under the Terms shall not be construed as a waiver of the right of BAKE and its affiliates to pursue any rights, claims or grounds for pursuing claims against you.

13. ENTIRE AGREEMENT

13.1. These Terms and Conditions contain the entire agreement and understanding between the Parties and take precedence over any prior agreements, understandings or understandings (whether oral or written) regarding the use of the Services.

13.2. In the event that BAKE and its Affiliates discover that you have engaged in any Prohibited Uses or other fraudulent, excessive or abusive uses while using the Services, Bake reserves the right to take necessary action, to the fullest extent possible by law, to protect BAKE and its affiliates against any loss.

14. TAXES

14.1. The use of the Services does not include all taxes related to the payment of funds in fiat currency from the User Account.

- 14.2. You will be responsible for determining the tax to be paid and for declaring, withholding, collecting, reporting and transferring the correct amount of tax due to the relevant tax authorities. You are solely responsible for any penalties, claims, fines, penalties or other liabilities arising out of your failure to meet or fail to perform in any respect of your tax obligations to pay.
- 14.3. If you or any other person (whether or not you are a party to or on behalf of a party to the Terms of Use) must, in accordance with applicable law, at any time deduct or deduct any amount of tax payable or any other amount from the amount paid or received or payable by, received or payable from you under these Terms, you must pay the additional amount necessary, to ensure that the BAKE receives the amount on time of payment and retains (free from all liabilities other than tax on its own comprehensive net profit) a net amount equal to that which it would have received and retained had it not been required or made such deduction or deduction.
- 14.4. No affiliate of BAKE shall be responsible for determining any tax on arrears and for declaring, withholding, collecting, reporting and transferring the correct amount of tax due to the relevant tax authorities.

15. APPLICABLE LAW, DISPUTE RESOLUTION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

- 15.1. These Terms shall be governed by and construed in accordance with the laws of the Republic of Poland.
- 15.2. Any dispute arising out of or in connection with these Terms, including issues regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the applicable PCC Arbitration Rules of the Warsaw Arbitration Tribunal (the "Tribunal") in force from time to time, and these rules shall be deemed to be incorporated by reference to this paragraph. The seat of arbitration will be Warsaw, Poland. The language of arbitration will be English. This arbitration agreement shall be governed by the laws of the Republic of Poland.
- 15.3. PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS
 - 15.3.1. YOU AND THE BAKE AGREE THAT THE PARTIES MAY ONLY BRING CLAIMS AGAINST THE OTHER PARTY INDIVIDUALLY AND NOT AS A PLAINTIFF OR GROUP MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. UNLESS OTHERWISE AGREED BY YOU AND THE BAKE, THE ARBITRATOR MAY NOT CONSOLIDATE OR CONSOLIDATE THE CLAIMS OF MORE THAN ONE PERSON OR PARTY, AND MAY NOT PRESIDE ANY IN THE FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.
 - 15.3.2. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY TO THE INDIVIDUAL PARTY SEEKING PROTECTION AND ONLY TO THE EXTENT NECESSARY TO PROVIDE THE PROTECTION REQUIRED BY THAT PARTY'S INDIVIDUAL CLAIMS.
- 15.4. BAKE shall be free, in its sole will, to bring any disputes arising out of or in connection with these Terms and Conditions, including any issues concerning their existence, validity or termination, to

the PCC Court of Arbitration in Warsaw. You hereby submit to the jurisdiction of the PCC Court of Arbitration in Warsaw upon such choice by the BAKE.

- 15.5. Each party irrevocably submits to the non-exclusive jurisdiction of the PCC Court of Arbitration in Warsaw to support and support the process, including, if necessary, to grant indirect measures until the completion of such process.

16. SEPARATION AND PARTIAL INVALIDITY

- 16.1. If any of these Terms is invalidated, illegal or unenforceable by any of the laws to which it is subject, it shall be invalid, illegal or unenforceable in respect thereof and will require no further action, and for the avoidance of doubt, the remaining Terms shall remain valid and in full force and effect.
- 16.2. The illegality, invalidity or unenforceability of any provision of these Terms under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction, or the legality, validity or enforceability of any other provision.

17. FORCE MAJEURE

- 17.1. We may, in our reasonable opinion, conclude that there is a Force Majeure Event. "Force Majeure Event" includes, but is not limited to: any act, event, or occurrence (including, but not limited to, any strike, riot or civil unrest, acts of terrorism, war, industrial action, acts and regulations of any governmental or supranational body) that, in our opinion, prevents us from providing the Services.
- 17.2. If we determine that a Force Majeure Event exists, we may, without notice and at any time, acting reasonably, take such steps as we deem reasonable to mitigate any adverse effects of the Force Majeure Event, but we will not be liable to you for the nature of such decisions or related negligence.
- 17.3. You agree that we have no liability to you or to any other person in the event of a force majeure event, or for our actions if we choose to take such action.

18. TERMS AND CONDITIONS APPLY

These Terms and Conditions are effective as of April 15, 2026.