PLUTUS CREDITS

Terms and Conditions of Use

Version 3.3 | 15 April 2026

Issued by Block Code Ltd (trading as Plutus), Company no. 09674279

2nd Floor Heathmans House, 19 Heathmans Road, London SW6 4TJ | UK VAT 474482465

EU operations conducted by Block Code LT UAB (Lithuania, reg. 305848086), a wholly owned subsidiary

LEGAL NOTICE

These Terms constitute a legally binding agreement between you and Block Code Ltd (trading as Plutus). By purchasing, holding or redeeming Plutus Credits you confirm you have read, understood and agree to be bound in their entirety.

These Terms have been prepared with the benefit of legal guidance obtained by Block Code Ltd from qualified advisers in England and Wales and Lithuania. Relevant statutory exemptions, regulatory analysis and legal acts are referenced throughout.

ISSUING ENTITIES AND REGULATORY BASIS

ISSUING GROUP, CORPORATE STRUCTURE

Parent Entity (UK): Block Code Ltd, England and Wales (company number 09674279), 2nd Floor Heathmans House, 19 Heathmans Road, London SW6 4TJ. UK VAT: 474482465. Trading as "Plutus".

EU Operating Subsidiary: Block Code LT UAB, Lithuania (reg. 305848086, LEI: 6488MIUW36EG785W1423). 100% owned by Block Code Ltd. Issues Credits to EU-resident Users.

Further Subsidiary: Block Code WP UAB, Lithuania. 100% owned by Block Code Ltd.

IMPORTANT, NO ASSOCIATION WITH CRYPTO ASSETS OR DIGITAL TOKENS

Plutus Credits are entirely separate from, and have no connection to, any cryptocurrency, crypto asset, digital token, blockchain-based instrument or distributed ledger technology. Block Code Ltd operates other products involving crypto assets (including PLU tokens and PLUS tokens) under separate terms, those products are legally, operationally and technically distinct from Plutus Credits and do not interact with Credits in any way. MiCA and the UK cryptoasset financial promotion regime do not apply to Credits.

Issuing Entity, UK Users: Plutus Credits are issued by Block Code Ltd (England and Wales). Block Code Ltd is the primary contracting party for all UK-resident Users.

Issuing Entity, EU Users: For EU-resident Users, Credits are issued by Block Code LT UAB acting under authority from Block Code Ltd as its wholly owned EU subsidiary. All obligations are ultimately guaranteed by Block Code Ltd as the parent entity.

Group Liability: "Plutus", "we", "us" and "our" refer to Block Code Ltd and its subsidiaries as the context requires. Block Code Ltd accepts ultimate group liability for performance of obligations under these Terms.

Issuing Entity, Global Users: For all Users resident outside the United Kingdom and the European Union (including Users in the UAE, United States, and any other jurisdiction), Plutus Credits are issued by Block Code Ltd, incorporated in England and Wales. Block Code Ltd acts as the global issuing entity for all non-UK and non-EU Users. All obligations under these Terms in respect of such Users are borne by Block Code Ltd.

Legislative Instrument	Relevance and Application
EU VAT Directive 2016/1065 (Voucher Directive)	Credits are MPVs under Art. 30b. No VAT at issuance, VAT arises at redemption on the underlying supply. Legal guidance obtained.
UK Schedule 10A of the Value Added Tax Act 1994 (VATA 1994) (Finance Act 2019)	No UK VAT on Credit issuance. Block Code Ltd UK VAT registered (474482465).
UK Electronic Money Regulations 2011 / EU EMD2 Art. 1(5)(b)	Credits are not electronic money. No EMI authorisation required. Limited network exemption applies.
UK PSR 2017 Sch.1 / EU PSD2 Art. 3(k)	Limited network exclusion applies. Credits are not a regulated payment instrument.
UK FSMA 2000 / EU MiCA (EU 2023/1114)	Credits are not a specified investment or crypto asset. FSMA and MiCA do not apply to Credits.
EU AMLD5 Art. 12 / UK MLR 2017	AML obligations. Plutus Lite limits set consistently with the low-risk derogation.
UK Consumer Rights Act 2015 / EU CRD 2011/83/EU	Mandatory consumer protection rights apply and are not excluded by these Terms.
UK GDPR / DPA 2018; EU GDPR 2016/679	Personal data processed per Block Code Ltd Privacy Policy. Legal bases for processing: contractual necessity (Art. 6(1)(b) GDPR) and legitimate interests (Art. 6(1)(f) GDPR). Full data processing details are set out in the Privacy Policy which forms part of the platform Terms of Service.

PART 1, INTERPRETATION AND DEFINITIONS

1.1 In these Terms:

Term	Definition
"Block Code Ltd" / "Plutus" / "we"	Block Code Ltd, England and Wales (reg. 09674279), 2nd Floor Heathmans House, 19 Heathmans Road, London SW6 4TJ, trading as "Plutus", including subsidiaries Block Code LT UAB and Block Code WP UAB and all respective officers, directors, employees and agents.
"Credits"	Plutus Credits, non-monetary, closed-loop, non-transferable prepaid digital balances denominated in Plutus Units, redeemable solely for Eligible Redemptions within the Plutus Application. Not money, currency, cryptocurrency, crypto asset, digital token, electronic money, legal tender, financial instruments, or blockchain-based instruments of any kind. Credits are a closed-loop in-app balance only and cannot be refunded, cashed out or converted to any other form of value.
"Discount Rate"	The percentage saving applied to the face value of an Eligible

Term	Definition
	Redemption when paid for using Credits, as determined by the User's subscription plan and other factors. The applicable Discount Rate and any Spending Limit at the time of redemption governs the transaction.
"Eligible Redemptions"	Gift cards from participating brands; airline loyalty mile credits; hotel booking credits, subject to availability within the Plutus Application at the time of redemption.
"Expiry Date"	12 months after the date of last Account Activity, after which unused Credits are forfeited without compensation.
"Reward Level"	The tier assigned to a User's account based on the User's subscription plan, PLU token staking activity (governed by separate terms), verification status and other criteria determined by Block Code Ltd from time to time. Reward Level may affect Spending Limits, Discount Rates, redemption features and other account attributes.
"Spending Limit"	Any daily, weekly, monthly or other periodic limit on the value of Credits that may be redeemed, the value of discounts that may be applied, or the rate of discount available, as determined by Block Code Ltd and applicable to a User's account at any given time based on subscription plan, Reward Level, verification status and other factors.
"Supply Partner"	Third-party merchant, airline, hotel operator or other provider contracted by Block Code Ltd to source inventory for Eligible Redemptions.
"User", "you", "your"	Individual holding a registered Account who purchases or holds Credits.

1.2 References to statutory provisions include those as amended or re-enacted. In the event of conflict between applicable UK and EU law, Block Code Ltd will apply the provision most favourable to the User to the extent permitted by law.

PART 2, NATURE, STATUS AND CLASSIFICATION

2. What Plutus Credits Are and Are Not

2.1 Nature. Credits are a proprietary closed-loop prepaid digital balance issued by Block Code Ltd (or Block Code LT UAB for EU Users). Credits confer no right, title or interest in any underlying asset, fund, currency or financial instrument.

2.2 No Connection to Crypto Assets. Plutus Credits are not, and have no connection to, any cryptocurrency, crypto asset, digital token, virtual asset, blockchain-based instrument, distributed ledger asset, asset-referenced token or e-money token. Credits do not interact with any blockchain, smart contract or distributed ledger. PLU tokens and PLUS tokens are entirely separate products governed by separate terms and have no operational connection with Credits.

2.3 Not Electronic Money. Credits are not electronic money under the UK Electronic Money Regulations 2011, EU EMD2 or equivalent Lithuanian legislation. No EMI authorisation is required or held by Block Code Ltd or Block Code LT UAB in respect of Credits.

2.4 Not a Payment Instrument. Credits are not a payment instrument under PSD2, UK Payment Services Regulations 2017 or Lithuanian payment law. They may not be used to effect payment to any third party.

2.5 Not Currency. Credits are not a currency, virtual currency, cryptocurrency, digital asset, token or representation of monetary value. Plutus Units (PGBP, PEUR, PAED, PUSD) are denominated for administrative convenience only.

2.6 Closed-Loop Instrument. Credits are a closed-loop instrument excluded from electronic money and payment services regulation under EMD2 Art. 1(5)(b), PSD2 Annex I, and UK PSR 2017 Schedule 1.

2.7 Not an FCA-Regulated Product. Credits are not a specified investment, deposit, collective investment scheme or regulated financial product under FSMA. No FCA authorisation is required for Credits. No FSCS protection applies to Credits.

2.8 Not Within Scope of MiCA. Credits do not constitute crypto assets, asset-referenced tokens or e-money tokens within the meaning of EU Regulation 2023/1114 (MiCA). MiCA does not apply to Credits.

2.9 Non-Transferable. Credits are non-transferable and non-assignable. Any purported transfer is void.

2.10 No Cash Value. Credits have no cash value. Credits cannot be redeemed for, or converted into, cash, bank transfers, fiat currency, PLUS tokens, PLU tokens, PLUS Rewards Points, cryptocurrency or any other instrument of monetary or financial value. Credits may only be applied to Eligible Redemptions within the Plutus Application.

2.11 VAT Treatment. Credits are classified as multi-purpose vouchers (MPVs) under EU Voucher Directive 2016/1065 and UK Schedule 10A VATA 1994. No VAT is chargeable at the point of Credit issuance. Legal guidance and regulatory analysis confirming this are on file. See Clause 25.

2.12 Proprietary Product. Credits are a proprietary product of Block Code Ltd. Block Code Ltd reserves the right to modify, restrict, suspend or discontinue Credits at any time, subject to Clause 17.

PART 3, PURCHASE OF CREDITS

3. How to Purchase Credits

3.1 Credits may be purchased through the Plutus Application using a valid payment card linked to your Account, subject to these Terms, applicable Spending Limits and your subscription plan.

3.2 The purchase price, Credits amount and any Issuance Bonus are as displayed at the time of transaction. Block Code Ltd may amend pricing at any time.

3.3 A purchase is complete upon successful card authorisation and capture by Block Code Ltd's payment processor (Checkout.com Ltd, FCA-authorised EMI, FRN 590784). Block Code Ltd bears no liability for delays caused by the User's card issuer.

3.4 Cross-Region Purchases. Cross-region Credit purchases are permitted. All payments are processed in the User's local currency via Checkout.com with applicable foreign exchange conversion at the prevailing rate. Block Code Ltd accepts no liability for exchange rate movements.

4. Non-Refundable

4.1 ALL PURCHASES OF CREDITS ARE FINAL AND NON-REFUNDABLE. Once Credits have been added to your Account they cannot be returned or refunded, subject only to mandatory rights under applicable consumer protection law.

4.2 UK Users. UK Users retain mandatory rights under the Consumer Rights Act 2015 and Consumer Contracts Regulations 2013. The right of cancellation does not apply where digital content performance has commenced with your prior express consent, given at the point of purchase.

4.3 EU Users. EU Users retain mandatory rights under EU Consumer Rights Directive 2011/83/EU as implemented in their member state. The right of withdrawal is excluded under Art. 16(m) where digital content performance has commenced with prior express consent.

4.4 If you believe a purchase was made in error, notify Block Code Ltd at support@plutus.it within seven (7) calendar days. Block Code Ltd will review at its absolute discretion.

4.5 Chargebacks in respect of Credit purchases are a breach of these Terms. Block Code Ltd reserves the right to suspend or terminate any Account where a chargeback has been initiated.

PART 4, PURCHASE AND SPENDING LIMITS

5. Regulatory Basis for Limits

5.1 Purchase and spending limits are applied in accordance with Block Code Ltd's obligations under the UK Money Laundering Regulations 2017, EU AMLD5 and applicable Lithuanian implementing legislation, as well as Block Code Ltd's commercial and operational requirements.

6. Credit Purchase Limits

Account Type	Max per Transaction	Max per Calendar Month	Regulatory Basis
Plutus Lite (Unverified)	£150 / €150 equiv.	£1,000 / €1,000 equiv.	AMLD5 Art. 12 / UK MLR 2017 simplified due diligence
Standard (Verified)	As displayed in-app by plan	As displayed in-app by plan	Full CDD, identity and address verification

6.1 Block Code Ltd reserves the right to require additional verification, reduce limits or suspend Credit purchases if it has reasonable grounds to suspect money laundering, terrorist financing, fraud or breach of applicable law, without notice.

7. Spending Limits, How They Work

7.1 Overview. All Credit redemptions are subject to Spending Limits. Spending Limits operate across multiple dimensions, including daily, weekly and monthly periods, and are determined by a combination of the User's subscription plan, Reward Level, account verification status and other criteria applied by Block Code Ltd at its discretion. The applicable Spending Limits for your account are displayed within the Plutus Application at the time of redemption.

7.2 Two-Tier Discount Structure. The Credits system operates a two-tier discount structure:

- Tier 1, Enhanced Discount: A higher discount rate applies to Credit redemptions up to the Spending Limit applicable to the User's subscription plan and Reward Level for the relevant period (daily, weekly or monthly as applicable). This rate applies to Eligible Redemptions from participating brands and is the headline savings rate shown within the application.
- Tier 2, Base Discount: Once a User has reached the applicable Spending Limit for a given period, the discount rate automatically reduces to a lower base rate for the remainder of that period. The base rate applies without any periodic cap and continues to apply to all further redemptions until the relevant period resets. Unlike the enhanced rate, the base rate is not subject to any Spending Limit.

7.3 Period Resets. Spending Limits reset at the start of each applicable period (daily limits reset at midnight UTC; weekly limits reset at the start of the calendar week; monthly limits reset at the start of each calendar month). Unused Spending Limit capacity does not carry over between periods.

7.4 Dynamic Nature of Spending Limits. Spending Limits are dynamic. Block Code Ltd may, at any time and without prior notice:

- increase or decrease the applicable Spending Limit for any tier, subscription plan or Reward Level;
- introduce, modify or remove daily, weekly or monthly limit periods;
- introduce minimum or maximum redemption values per transaction;
- adjust the thresholds at which the enhanced discount rate applies or ceases to apply;
- introduce additional limit tiers or categories linked to new subscription plans, Reward Levels or verification statuses; or
- modify the reset schedule or methodology for any Spending Limit period.

No minimum or maximum Spending Limit is guaranteed. The Spending Limit shown within the application at the time of redemption is the limit that applies to that transaction.

7.5 Subscription Plan Linkage. Spending Limits are primarily determined by the User's active subscription plan. Different subscription plans carry different Spending Limits across all applicable periods. Changing a subscription plan (whether upgrading or downgrading) will affect the User's Spending Limits from the date the plan change takes effect in accordance with the subscription terms.

7.6 Reward Level Linkage. A User's Reward Level, which is determined by the User's subscription plan and, where applicable, by the User's PLU token staking activity (governed entirely by separate terms and having no other connection to Credits), may also affect the User's Spending Limits and the features available in connection with Credit redemptions. Reward Level is subject to change at any time based on subscription status, PLU staking activity and other criteria applied by Block Code Ltd. Changes to Reward Level will affect Spending Limits from the date of the change.

7.7 KYC and Verification. A User's account verification status may affect both purchase limits (Clause 6) and Spending Limits. Completing identity verification or providing additional documentation as requested by Block Code Ltd may unlock higher Spending Limits. Block Code Ltd reserves the right to require additional verification at any time and to suspend or restrict Spending Limits pending completion of verification.

7.8 No Liability for Limits. Block Code Ltd accepts no liability for any loss, inconvenience or damage arising from the application, modification or reduction of any Spending Limit, including where a Spending Limit prevents a User from redeeming Credits before the Expiry Date, or where a change in subscription plan or Reward Level results in a reduction of previously available Spending Limits.

7.9 Issuance Bonus Credits. Issuance Bonus Credits are subject to the same Spending Limits as purchased Credits. Bonus Credits do not increase or reset any Spending Limit.

PART 5, DISCOUNT STRUCTURE AND ISSUANCE BONUSES

8. Discount Rate Structure

8.1 When Credits are redeemed for Eligible Redemptions, a discount is applied to the face value of the redemption. The discount operates as follows:

- An enhanced discount rate applies to redemptions made within the applicable Spending Limit for the User's subscription plan and Reward Level. This rate is set by Block Code Ltd and is displayed in the application at the time of redemption.
- A base discount rate applies: (i) to all redemptions once the applicable Spending Limit has been reached for the relevant period; and (ii) to all redemptions for Users on no-subscription (Sleep Mode) accounts. The base rate is not subject to any Spending Limit and applies without cap to all further redemptions in the period and, on a Sleep Mode account, to all redemptions without limit.
- The enhanced discount rate, the base discount rate, and the applicable Spending Limits are all determined by Block Code Ltd at its absolute discretion and are subject to change at any time. The rates and limits displayed in the application at the time of redemption are the rates and limits that apply to that transaction.

8.2 Illustrative Structure (indicative only, subject to change): To explain how the two-tier structure works in practice: subscribers on paid plans may access a higher discount rate on redemptions made within their plan's applicable Spending Limit for the period; once that Spending Limit is reached, the rate reduces to a lower base rate for the remainder of the period. Users on no-subscription accounts access only the base rate without any periodic cap. Any figures shown in the Plutus Application at any given time illustrate the current applicable rates and limits for that account, and are not a representation of future rates or limits. Block Code Ltd does not guarantee the continuation of any specific rate or limit at any time.

8.3 Rate Applies at Time of Redemption. The discount rate that applies to any given redemption is the rate displayed in the Plutus Application at the time the redemption is confirmed. Block Code Ltd accepts no liability for any difference between a rate previously displayed or communicated and the rate applicable at the time of a subsequent redemption.

8.4 PLUS Deduction. Where applicable, a PLUS Rewards Points deduction may apply in connection with discounted Credit redemptions, as determined by the User's account settings and subscription terms. PLUS Rewards Points are in-app reward points earned through card spending and platform activity, governed by separate terms. They are entirely distinct from PLUS tokens (an on-chain asset) and from PLU tokens, which are separate products with no connection to Credits. The PLUS Rewards Points deduction enables Users to obtain deeper discounts alongside Credit redemptions, entirely within the Plutus Application. This does not constitute any interaction between Credits and any crypto asset, blockchain instrument or on-chain token. Block Code Ltd may modify, suspend or remove the PLUS Rewards Points deduction mechanism at any time without notice.

9. Issuance Bonus

9.1 Block Code Ltd may issue Issuance Bonus Credits in connection with Credit purchases. The bonus amount, if any, and the applicable purchase tier are displayed within the Plutus Application at the time of purchase. Bonus rates and purchase tiers are determined by Block Code Ltd at its absolute discretion and are subject to change at any time without prior notice.

9.2 Issuance Bonus Credits form part of the Credit balance and are subject to all provisions of these Terms including expiry, Spending Limits, non-refundability and restrictions on conversion. Issuance Bonuses carry no independent monetary value and are not crypto assets, tokens or digital assets of any kind.

9.3 Block Code Ltd reserves the right to modify, reduce, suspend or discontinue any Issuance Bonus programme at any time without prior notice.

PART 6, EXPIRY

10. Expiry of Credits

10.1 Credits expire 12 months after the date of last Account Activity. Upon expiry all Credits are automatically and irrevocably forfeited without compensation, refund or alternative redemption of any kind.

10.2 **"Account Activity"** means: (i) purchase of Credits; (ii) redemption of Credits; or (iii) any other action designated by Block Code Ltd as constituting Account Activity.

10.3 Block Code Ltd will use reasonable efforts to notify Users of approaching expiry but accepts no liability for failure to notify. Expiry is not contingent upon notification.

10.4 Expired Credits cannot be reinstated under any circumstances.

10.5 The expiry mechanism forms part of the basis for the closed-loop exemption from electronic money regulation under UK and EU law.

PART 7, ELIGIBLE REDEMPTIONS AND SUPPLY PARTNERS

11. Availability

11.1 Credits may only be redeemed for Eligible Redemptions available within the Plutus Application at the time of redemption. Availability is subject to change at any time without notice.

11.2 Block Code Ltd makes no warranty that any specific Supply Partner, brand, or Eligible Redemption category will remain available. Discontinuation does not give rise to any right to refund, compensation or conversion.

11.3 Block Code Ltd acts as principal in the purchase of Supply Partner inventory and arrangements. All gift card inventory, airline mile allocations and hotel booking credits made available through the Plutus Application are sourced from pre-funded arrangements with Supply Partners. Availability of specific items depends on Supply Partner stock and the terms of Block Code Ltd's supply arrangements at the time of redemption. Users' redemption rights are against Block Code Ltd only.

12. Third Party Terms

12.1 Eligible Redemptions are subject to the terms of the relevant Supply Partner or merchant. Block Code Ltd accepts no responsibility for quality, availability, usability or terms of redeemed items, or for any dispute between Users and Supply Partners.

PART 8, SERVICE AVAILABILITY, FORCE MAJEURE AND LIMITATION OF LIABILITY

13. Service Availability

13.1 The Plutus Credits feature is provided on an "as is" and "as available" basis without warranty of continuous availability.

13.2 Credits may be temporarily or permanently unavailable due to: (i) technical maintenance or failures; (ii) regulatory requirements; (iii) Supply Partner termination; (iv) Block Code Ltd decisions; (v) Force Majeure Events; or (vi) account suspension or termination.

13.3 In such circumstances: (i) Block Code Ltd accepts no liability for loss or inconvenience; (ii) Users shall have no right to convert Credits to cash, fiat, PLUS, PLU, cryptocurrency or any other value; (iii) no compensation right arises; and (iv) Credits expiring during unavailability entitle the User to no extension, refund or reinstatement.

14. Force Majeure

14.1 Block Code Ltd shall not be in breach of these Terms and shall not be liable for any failure or delay arising from any cause beyond its reasonable control, including: acts of God; pandemic; war or terrorism; government or regulatory action; cyberattack; failure of third-party systems or payment processors; or changes in applicable law ("Force Majeure Event").

14.2 Where a Force Majeure Event prevents Block Code Ltd from providing access to Credits for more than 90 continuous days, Block Code Ltd may elect to terminate the Credits programme on 30 days' written notice. Credits may be honoured during the notice period subject to available inventory. Block Code Ltd shall have no further obligation after the notice period.

15. Limitation of Liability

15.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (including the Consumer Rights Act 2015 (UK) and equivalent mandatory EU consumer legislation):

- Block Code Ltd's total aggregate liability in connection with Credits shall not exceed the face value of Credits held in the User's Account at the time of the relevant event;
- Block Code Ltd shall not be liable for indirect, special, incidental, consequential or punitive loss, including loss of profit, revenue or data;
- Block Code Ltd shall not be liable for any failure of any Supply Partner to honour any redeemed item;
- Block Code Ltd shall not be liable for any act, omission or default of Checkout.com or any other third-party processor.

15.2 Nothing in these Terms excludes or limits Block Code Ltd's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot be excluded under the Consumer Rights Act 2015 (UK) or equivalent mandatory EU consumer law.

15.3 UK Users have the benefit of the Consumer Rights Act 2015. EU Users have the benefit of mandatory consumer protection laws in their member state. Nothing in these Terms affects those statutory rights.

PART 9, SUSPENSION, TERMINATION AND PROGRAMME CHANGES

16. Suspension and Termination

16.1 Block Code Ltd reserves the right to immediately suspend or permanently terminate any User's access to Credits, and to forfeit all unused Credits, in any of the following circumstances: (i) actual or suspected fraud, money laundering or terrorist financing; (ii) breach of these Terms; (iii) harmful conduct; (iv) regulatory direction or court order; (v) failure to complete verification; or (vi) any other reason at Block Code Ltd's absolute discretion.

16.2 Upon termination, all unused Credits are irrevocably forfeited without right to refund, conversion or compensation, except as required by mandatory applicable law.

16.3 Where suspension or termination is on account of suspected fraud or financial crime, Block Code Ltd may retain Credits and related data pending investigation and may disclose information to regulatory authorities and law enforcement without notice.

17. Modification and Discontinuation

17.1 Block Code Ltd may modify, restrict, suspend or permanently discontinue the Credits programme, any Eligible Redemption, any Discount Rate, any Spending Limit, or any other feature at any time in its sole discretion.

17.2 Block Code Ltd will use reasonable efforts to provide 30 days' advance notice of material changes. This obligation does not apply where change is required by law, regulation or urgent security reasons.

17.3 IN THE EVENT OF PERMANENT DISCONTINUATION OF THE CREDITS PROGRAMME, USERS SHALL HAVE NO RIGHT TO CONVERT UNUSED CREDITS TO CASH, FIAT CURRENCY, PLUS TOKENS, PLU TOKENS, CRYPTOCURRENCY OR ANY OTHER INSTRUMENT OF VALUE. Block Code Ltd shall not be liable for the loss of any Credits value arising from programme discontinuation beyond providing reasonable notice where practicable.

PART 10, VALUE ADDED TAX

25. VAT Treatment of Plutus Credits

> **CONFIRMED: No VAT is charged by Block Code Ltd or Block Code LT UAB on the purchase of Plutus Credits. Legal guidance obtained and on file.**

25.1 No VAT Charged at Point of Purchase. Block Code Ltd does not charge VAT on the purchase price of Plutus Credits. Credits are classified as multi-purpose vouchers (MPVs) under EU Voucher Directive 2016/1065 and UK Schedule 10A VATA 1994 (Finance Act 2019). Under the applicable legal framework for both UK and EU jurisdictions, VAT on MPVs is not chargeable at issuance. VAT liability arises at redemption and is borne by the relevant merchant or supplier.

25.2 Legal Guidance Obtained. Block Code Ltd has obtained formal legal and tax guidance from qualified advisers in England and Wales and in Lithuania confirming the MPV classification and that no VAT is chargeable at the point of Credit issuance, consistent with ECJ case law including C-40/09 (Astra Zeneca), C-520/10 (Lebara) and C-585/20, and with HMRC Notice 700/7 and HMRC manual VATSC11220. This guidance is on file and available to HMRC, the Lithuanian State Tax Inspectorate (VMI) and other competent tax authorities on request.

25.3 UK VAT Registration. Block Code Ltd is registered for VAT in the United Kingdom (VAT registration number 474482465).

25.4 EU VAT. Block Code LT UAB is registered for VAT in Lithuania. The issuance of Credits does not constitute a supply of services for EU OSS reporting purposes.

25.5 No VAT Invoice. Block Code Ltd will not issue a VAT invoice in connection with Credit purchases. Business Users requiring VAT documentation for underlying goods or services must obtain it from the relevant merchant or supplier.

25.6 VAT Law Changes. If applicable VAT law changes in a way that requires Block Code Ltd or Block Code LT UAB to charge VAT on Credit purchases, Block Code Ltd will provide reasonable advance notice of any resulting price adjustment.

PART 11, SEPARATION FROM CRYPTO ASSET PRODUCTS

26. No Association with Crypto Assets or Digital Tokens

26.1 Plutus Credits are entirely separate from, and have no connection, dependency or interaction with, any cryptocurrency, crypto asset, digital token, virtual asset, blockchain-based instrument, distributed ledger asset, asset-referenced token or e-money token of any nature.

26.2 The purchase, holding and redemption of Credits involves no blockchain transaction, no smart contract, no distributed ledger interaction and no crypto asset transfer. Credits exist solely as a prepaid balance record within Block Code Ltd's proprietary closed application environment.

26.3 Block Code Ltd and other Group companies operate other products involving crypto assets and digital tokens (including PLU tokens and PLUS tokens, an on-chain digital asset) under entirely separate terms. Those products are legally, operationally and technically distinct from Credits and do not interact with Credits in any way. PLUS Rewards Points, which are in-app reward points earned through card spending and platform activity, are also governed by separate terms, but may be used alongside Credits as described in Clause 8.4 only, and only within the closed Plutus Application environment.

26.4 MiCA (EU 2023/1114), the UK cryptoasset financial promotion regime (FPO 2005 as amended 2023), and equivalent national or international crypto asset regulatory frameworks do not apply to Plutus Credits.

26.5 Users should not form any expectation of financial return, capital appreciation or market price movement in connection with Credits. Credits carry no investment characteristics. Any comparison with crypto assets, NFTs or digital securities is expressly disclaimed.

26.6 The PLUS deduction mechanism referenced in Clause 8.4 operates through a separate PLUS account arrangement governed by separate terms and does not constitute an interaction between Credits and crypto assets.

PART 12, GENERAL PROVISIONS

18. Governing Law and Jurisdiction

18.1 UK Users. These Terms are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction, subject to Clause 18.3.

18.2 EU Users. These Terms are governed by the laws of England and Wales, provided that EU Users shall not be deprived of protection afforded by mandatory provisions of the law of their country of habitual residence.

18.3 Global Users (all other jurisdictions). For Users resident outside the United Kingdom and the European Union (including but not limited to Users in the United Arab Emirates, the United States, Canada, Australia, Singapore, Hong Kong and all other jurisdictions), these Terms are governed by the laws of England and Wales and the courts of England and Wales have non-exclusive jurisdiction. Block Code Ltd does not represent that Credits are appropriate or available in all jurisdictions. It is the User's sole responsibility to ensure that purchasing, holding and redeeming Credits complies with all applicable laws in their jurisdiction. Where mandatory consumer protection laws of the User's country of residence confer rights that cannot be excluded by contract, those rights apply to the User in addition to these Terms.

18.4 Consumer Proceedings. Consumer Users may bring proceedings against Block Code Ltd in the courts of their country of residence under applicable EU or UK consumer law.

19. Amendments

19.1 Block Code Ltd may amend these Terms at any time. Where changes are material, Block Code Ltd will provide at least 30 days' notice. Continued use of Credits after the effective date constitutes acceptance.

20. Severance

20.1 If any provision is found invalid or unenforceable, it shall be severed and the remaining provisions continue in full force.

21. Waiver

21.1 No failure or delay by Block Code Ltd to exercise any right or remedy constitutes a waiver.

22. Entire Agreement

22.1 These Terms are supplemental to and shall be read alongside the Plutus platform Terms of Service ("General Terms") which the User has already accepted as a condition of holding a Plutus account. In the event of any conflict between these Credits Terms and the General Terms in relation to the subject matter of Credits, these Credits Terms shall prevail. All other provisions of the General Terms continue to apply in full, including those relating to account registration, identity verification, account suspension, data protection, intellectual property and applicable law. These Terms do not govern PLU tokens, PLUS tokens or any crypto asset product, which remain subject to their respective separate terms.

23. Assignment

23.1 Block Code Ltd may assign, novate or transfer its rights and obligations to any Group company or successor entity without User consent, provided such assignment does not materially adversely affect the User's rights. Users may not assign, novate or transfer any of their rights or obligations under these Terms to any other person or entity by any means. Any purported assignment by a User is void and of no effect.

24. Contact and Complaints

24.1 All queries, complaints and notices: support@plutus.it. Block Code Ltd responds within 15 business days. UK Users may refer unresolved complaints to the Financial Ombudsman Service where applicable. EU Users may refer to the competent ADR entity in their member state or to ec.europa.eu/odr.

PART 13, GLOBAL AVAILABILITY, ELIGIBILITY AND SANCTIONS

27. Global Availability and User Eligibility

27.1 Global Availability. Plutus Credits are available to Users worldwide, subject to these Terms and applicable restrictions. Block Code Ltd does not require country-specific terms and conditions. These Terms, governed by English law, apply to all Users globally regardless of country of residence. This is appropriate because Credits are a closed-loop, non-transferable prepaid balance that does not constitute a regulated financial service, payment instrument, electronic money, cryptocurrency or investment product in any jurisdiction.

27.2 One Set of Terms, Global Coverage. Block Code Ltd does not issue separate terms for individual countries or regions. The same product, the same Spending Limits framework and the same rights and restrictions apply to all Users worldwide. The issuing entity differs by region (Block Code Ltd for UK and global Users; Block Code LT UAB for EU Users), but the Terms are the same. Where a User's country of residence confers mandatory consumer rights that cannot be excluded by contract, those rights apply in addition to these Terms and are not displaced by the choice of English governing law.

27.3 User Responsibility for Local Compliance. It is the User's sole responsibility to ensure that purchasing, holding and redeeming Credits complies with all applicable laws in their country of residence. Block Code Ltd makes no representation that Credits are appropriate, lawful or available in any specific jurisdiction outside the UK and EU. If using Credits is restricted or prohibited under the laws of the User's jurisdiction, the User must not purchase or use Credits. Block Code Ltd accepts no liability for any consequences arising from use of Credits in a jurisdiction where such use is restricted.

27.4 Sanctions and Restricted Persons. Credits may not be purchased, held or redeemed by any person or entity that is: (i) located in, ordinarily resident in, or organised under the laws of any jurisdiction subject to comprehensive sanctions administered by OFSI (UK), OFAC (US), the European Union, the United Nations or any applicable sanctions authority; (ii) listed on any applicable sanctions list including the UK Consolidated List, the OFAC Specially Designated Nationals List, or equivalent EU or UN lists; or (iii) owned or controlled by any such person or entity. Block Code Ltd reserves the right to immediately terminate any Account and forfeit any Credits held where it has reasonable grounds to believe a User is a restricted person or is in a restricted jurisdiction, without notice or compensation.

27.5 Regional Credit Denominations. Credits are available in regional denominations: PGBP (UK), PEUR (EU), PAED (UAE and GCC), PUSD (global), and such further denominations as Block Code Ltd may introduce from time to time. The denomination selected at purchase is for administrative convenience only and does not: (i) create any regulated relationship with financial authorities in the referenced jurisdiction; (ii) confer any right to convert Credits to the referenced fiat currency; (iii) constitute a representation that Credits are regulated or authorised by any authority in that jurisdiction; or (iv) create any obligation on Block Code Ltd under the laws of that jurisdiction beyond these Terms. All denominations are subject to the same Terms, Spending Limits and discount structure.

27.6 Language. These Terms are written in the English language. Where translated into any other language for convenience, the English version prevails in the event of any inconsistency. The English language version is the binding contractual document for all Users globally.

SCHEDULE 1, ENTITY DETAILS, VERSION CONTROL AND KEY EXEMPTIONS

Item	Details
Document	Plutus Credits Terms and Conditions of Use
Version	3.3
Effective Date	April 2026
Parent / UK Issuing Entity	Block Code Ltd, England & Wales reg. 09674279, 2nd Floor Heathmans House, 19 Heathmans Road, London SW6 4TJ, UK VAT 474482465, trading as "Plutus"
EU Issuing Entity	Block Code LT UAB, Lithuania reg. 305848086, LEI: 6488MIUW36EG785W1423, 100% owned by Block Code Ltd
Further Group Entity	Block Code WP UAB, Lithuania, 100% owned by Block Code Ltd
Governing Law	England and Wales (primary) for all Users globally, UK Users, EU Users and all other jurisdictions. Mandatory consumer protections of the User's jurisdiction apply concurrently for consumer Users
UK VAT	Block Code Ltd registered (474482465). No VAT on Credit

Item	Details
	issuance, MPV classification. UK legal guidance on file.
EU VAT	Block Code LT UAB Lithuanian VAT registered. No VAT on Credit issuance, MPV classification. Lithuanian legal guidance on file.
Spending Limits	Dynamic, determined by subscription plan, Reward Level and verification status. No fixed minimum or maximum guaranteed. Displayable in-app at time of redemption. Subject to change at any time.
Discount Rates	Dynamic two-tier structure, enhanced rate (subject to Spending Limit) and base rate (uncapped). Rates set at Block Code Ltd discretion. Subject to change at any time.
Crypto Asset Separation	Credits are NOT crypto assets. MiCA does not apply. UK cryptoasset FPO regime does not apply. No blockchain interaction. Legal guidance on file.
Legal Guidance Obtained	Yes, VAT classification (UK and EU), regulatory exemption, crypto non-applicability and consumer law analysis from qualified advisers in England and Wales and Lithuania. On file. Available to competent authorities on request.
Key UK Exemptions	UK PSR 2017 Sch.1; UK EMR 2011; Schedule 10A VATA 1994; FSMA 2000 (not regulated); FPO 2005 as amended (not a cryptoasset); Consumer Rights Act 2015
Key EU Exemptions	EMD2 Art. 1(5)(b); PSD2 Annex I; EU Voucher Directive 2016/1065 Art. 30b (MPV); AMLD5 Art. 12; MiCA EU 2023/1114 (NOT applicable); EU CRD Art. 16(m)
Next Review	April 2027 or upon material regulatory change

PLUTUS CREDITS

Supplemental Legal Clauses

Spending Limits, Dynamic Rewards Cap, Discount Structure and Collectible Rewards Programme

Version 3.3 | 15 April 2026 | Block Code Ltd (reg. 09674279)

These supplemental clauses form part of and are incorporated into the Plutus Credits Terms and Conditions of Use v2.3. In the event of any conflict between these supplemental clauses and the main Terms, the supplemental clauses shall prevail in respect of the subject matter they address.

IMPORTANT: The limits and rates described in these clauses are dynamic and may be changed by Block Code Ltd at any time. Where changes are required for security, AML compliance, critical operational or regulatory reasons, they take effect immediately without prior notice. For other material changes, Block Code Ltd will endeavour to provide reasonable prior notice where practicable. No User has any right to a specific limit, rate or threshold, and changes to limits do not constitute a breach of these Terms.

PART A, SPENDING LIMITS AND DYNAMIC REWARDS CAP STRUCTURE

A.1 Purpose and Legal Basis of Spending Limits. Block Code Ltd applies Spending Limits to Credit purchases and redemptions for the following categories of reason, each of which is independent and sufficient to justify any limit applied:

- Security, to protect against fraud, account takeover, transaction manipulation and related financial crime;
- Anti-money laundering and counter-terrorist financing, to discharge obligations under the UK Money Laundering Regulations 2017, EU AMLD5, applicable Lithuanian implementing legislation and related regulatory guidance;
- Supply and demand management, to ensure that pre-funded inventory arrangements with Supply Partners are managed sustainably and that Credits remain redeemable against available inventory at the applicable discount rate;
- System integrity, to protect the operational stability, commercial viability and long-term availability of the Credits programme; and
- Regulatory compliance, to comply with any direction, guidance or requirement of any competent regulatory authority.

A.2 Spending Limits Apply to All Users. Spending Limits apply to all Users regardless of subscription tier or verification status. The nature, quantum and type of limits that apply to a User are determined by their subscription plan, Reward Level, verification status and other criteria. The fact that Spending Limits differ between Users does not mean that any User is exempt from Spending Limits. No User has a right to a Spending Limit-free account.

A.3 No Notice Required for Limit Changes. Block Code Ltd provides notice of material changes to Spending Limits where it is reasonable and practicable to do so, and where applicable regulations require it. However, notice is not required, and will not be provided, in circumstances where: (i) the change is necessary for security or fraud prevention purposes; (ii) the change is required to comply with an immediate legal or regulatory obligation; (iii) the change is operationally critical and advance notice would prejudice the integrity of AML controls or supply arrangements; or (iv) the change is minor or administrative in nature. In all other cases involving material changes to Spending Limits, Block Code Ltd will endeavour to provide reasonable notice via in-app notification or email. The following sets out the basis for this approach:

- Spending Limits are an operational and compliance mechanism, not a guaranteed contractual entitlement;
- Advance notice of specific limit changes could prejudice security measures and AML controls;
- Supply and demand conditions may require immediate adjustment without the commercial viability of providing advance notice; and
- The in-app display of applicable limits at the time of each transaction provides Users with the current applicable limit before they commit to a redemption.

A.4 The Dynamic Rewards Cap, How It Works. The Rewards Cap is the periodic limit (applied daily and/or monthly as specified within the application) on the value of Eligible Redemptions to which the enhanced discount rate applies. The Rewards Cap operates as follows:

Feature	Enhanced Discount Rate	Base Discount Rate
Applicable when	Redemptions made within the Rewards Cap for the period	Redemptions made after the Rewards Cap is exhausted for the period, and all redemptions on no-subscription accounts
Rate	Higher rate determined by subscription plan (illustrative example: up to 10%)	Lower rate with no periodic cap (illustrative example: 3%)
Periodic cap	Yes, daily cap AND monthly cap both apply, by subscription plan. Both caps must have available capacity for the enhanced rate to apply	None, the base rate continues without limit for the remainder of the period and into subsequent periods
Cap reset	Daily cap: midnight UTC. Monthly cap: first day of calendar month. Unused cap does not carry over.	Not applicable, no cap to reset
Applies to Issuance Bonus Credits	Yes, bonus credits are subject to the same caps as purchased credits	Yes, bonus credits redeem at the base rate once caps are exhausted
Applies to all plans	Yes, each plan has its own cap thresholds (displayed in-app). Sleep Mode accounts access only the base rate.	Yes, all plans and accounts, always, with no cap

A.5 Illustrative Cap Structure (indicative only, not contractually binding): The following illustrates how the two-tier cap structure operates across subscription plans. All figures are illustrative and subject to change at any time without notice:

Subscription Plan	Enhanced Rate	Daily Cap	Monthly Cap	After Cap: Base Rate
Sleep Mode (no subscription)	Base rate only	No cap	No cap	N/A, base rate always applies
Starter (paid plan)	Enhanced rate, illustrative	Illustrative daily threshold	Illustrative monthly threshold	Base rate, no cap
Everyday (paid plan)	Enhanced rate, illustrative	Higher daily threshold than Starter	Higher monthly threshold than Starter	Base rate, no cap
Premium (paid plan)	Enhanced rate, illustrative	Highest daily threshold	Highest monthly threshold	Base rate, no cap

The actual daily and monthly cap thresholds applicable to each subscription plan are displayed within the Plutus Application and are subject to change at any time. The figures in this table are illustrative of the structure only. They do not constitute a guarantee of any specific cap amount.

A.6 Interaction of Daily and Monthly Caps. Where both a daily cap and a monthly cap apply, the enhanced discount rate is available only when capacity remains under both the daily cap AND the monthly cap for the current period. The exhaustion of either the daily cap or the monthly cap (whichever occurs first) causes the discount rate to drop to the base rate for the remainder of that period. Specifically:

- If the daily cap is exhausted before the monthly cap, the enhanced rate is unavailable for the remainder of that calendar day. It becomes available again at midnight UTC, subject to the monthly cap still having remaining capacity.
- If the monthly cap is exhausted before the daily cap, the enhanced rate is unavailable for the remainder of that calendar month regardless of the daily cap position. The daily cap does not reset the monthly cap.
- On the first day of a new calendar month, both the daily cap and the monthly cap reset. Unused capacity from the prior month does not carry over.

A.7 Effect on Issuance Bonus Credits. Issuance Bonus Credits acquired in connection with a Credit purchase are subject to the same Rewards Cap structure as purchased Credits. The acquisition of Issuance Bonus Credits does not extend, increase or reset any Rewards Cap. The Rewards Cap tracks the face value of Eligible Redemptions against which Credits are applied, not the number of Credits held or purchased. Bonus Credits therefore do not create additional cap capacity.

A.8 Credit Purchase, Bonus Tier Structure. When purchasing Credits, Users may receive Issuance Bonus Credits at rates determined by the purchase amount. The bonus tier structure operates as follows:

Purchase Amount	Credits Issued	Bonus Credits	Bonus Percentage	Nature of Bonus
Tier 1 (lowest)	Face value + small bonus	Illustrative	Illustrative low %	Non-monetary prepaid balance addition
Tier 2	Face value + moderate bonus	Illustrative	Illustrative mid %	Non-monetary prepaid balance addition
Tier 3	Face value + higher bonus	Illustrative	Illustrative mid-high %	Non-monetary prepaid balance addition

Purchase Amount	Credits Issued	Bonus Credits	Bonus Percentage	Nature of Bonus
Tier 4	Face value + substantial bonus	Illustrative	Illustrative high %	Non-monetary prepaid balance addition
Tier 5 (highest)	Face value + maximum bonus	Illustrative	Up to maximum %	Non-monetary prepaid balance addition
Custom (where available)	Subject to agreement	Varies	Up to maximum %	Non-monetary prepaid balance addition

Actual bonus tier amounts and percentages are displayed within the Plutus Application at the time of purchase and are subject to change at any time without notice. The tiers described above are illustrative of the structure only. Issuance Bonus Credits are not monetary value, are not refundable and are subject to all Terms including expiry and Spending Limits.

A.9 Block Code Ltd's Absolute Discretion to Modify. Block Code Ltd may, at any time and for valid operational, security, AML compliance, supply management or commercial reasons, make any of the following changes. Where a change is material and does not require immediate implementation for security, fraud prevention, AML compliance, regulatory or critical operational reasons, Block Code Ltd will endeavour to provide reasonable prior notice via in-app notification or email before the change takes effect. Where a change is required for security, fraud prevention, AML compliance, an immediate regulatory obligation or critical operational reasons, it takes effect immediately. In each case the applicable limits and rates displayed in the Plutus Application at the time of each transaction are those that apply:

- increase, decrease, suspend or remove any Rewards Cap (daily or monthly) applicable to any subscription plan or account type;
- increase, decrease, suspend or remove the enhanced discount rate applicable to any subscription plan;
- increase, decrease, suspend or remove the base discount rate;
- introduce, remove or modify any daily, weekly, monthly or other periodic Spending Limit;
- introduce minimum transaction values for Credit redemptions;
- introduce maximum transaction values for Credit redemptions;
- change the threshold amounts at which Issuance Bonus tiers apply;
- change the bonus percentages applicable to any Issuance Bonus tier;
- introduce or remove subscription plans and alter the Spending Limits associated with existing plans;
- change the factors (subscription plan, Reward Level, verification status, transaction history or otherwise) that determine a User's applicable Spending Limits; and
- change the methodology by which Spending Limits reset (including the reset frequency and timing).

Any such change takes effect immediately upon implementation within the Plutus Application. The applicable limits and rates displayed within the application at the time of each transaction are the limits and rates that apply to that transaction. Block Code Ltd shall have no liability to any User arising from any such change. Where advance notice is given it is a courtesy and does not create any entitlement to the continuation of the existing limit beyond the effective date of the change.

A.10 No User Rights in Respect of Spending Limits. Users have no contractual or other right to:

- any specific Rewards Cap (daily, monthly or otherwise);
- any specific enhanced or base discount rate;
- any specific Issuance Bonus tier or percentage;

- maintenance of the current limit structure across subscription plans;
- advance notice of any change to any Spending Limit, discount rate or Issuance Bonus;
- compensation, refund or alternative redemption as a result of any change to any Spending Limit, discount rate or Issuance Bonus; or
- any claim against Block Code Ltd arising from the reduction, removal or modification of any Spending Limit, discount rate or Issuance Bonus, howsoever caused.

The Credits programme is a discretionary commercial offering of Block Code Ltd. All aspects of the structure of that offering, including the Spending Limits, discount rates and bonus tiers, are within the absolute discretion of Block Code Ltd and do not constitute guaranteed entitlements. Nothing in this Clause A.10 excludes or limits any statutory right that cannot be waived or excluded under the Consumer Rights Act 2015, the Consumer Protection from Unfair Trading Regulations 2008, or equivalent mandatory EU consumer legislation applicable to the User in their country of habitual residence. Users who are consumers retain all rights conferred by applicable mandatory consumer protection law notwithstanding anything in this Clause.

A.11 Reward Level Effects. A User's Reward Level, which is determined by subscription plan and, where applicable, by the User's PLU token staking activity (a wholly separate product governed by separate terms), may affect the Spending Limits and redemption features available to that User. Reward Levels are subject to change at any time and changes take effect without notice. Block Code Ltd accepts no liability for any reduction in Spending Limits or redemption features arising from a change in a User's Reward Level, including changes resulting from reduced PLU staking, subscription plan changes or enforcement action against the User's account.

PART B, PLATFORM FUNCTIONALITY, FEATURE AVAILABILITY AND PURCHASE AND REDEMPTION MECHANICS

B.1 Credits Purchase Mechanics. The mechanics by which Users may purchase Credits within the Plutus Application are determined entirely by Block Code Ltd at its absolute discretion. Block Code Ltd may, at any time and without prior notice, modify:

- the purchase flow, user interface and steps required to complete a Credit purchase;
- the payment methods accepted for Credit purchases;
- the minimum and maximum purchase amounts per transaction;
- the currencies in which Credits may be denominated;
- the regions in which Credits may be purchased;
- the platform features available during the purchase process, including any bonus tier displays, savings calculators or promotional content; and
- the timing and method by which purchased Credits are credited to a User's account following payment.

B.2 Credits Redemption Mechanics. The mechanics by which Users may redeem Credits within the Plutus Application are determined entirely by Block Code Ltd at its absolute discretion. Block Code Ltd may, at any time and without prior notice, modify:

- the redemption flow, user interface and steps required to complete a Credit redemption;
- the categories of Eligible Redemptions available;
- the brands, merchants, airlines and hotel operators available for redemption within each category;
- the denominations of gift cards, mile allocations and hotel credits available for redemption;
- the minimum redemption values per transaction;

- the maximum redemption values per transaction; and
- the timing and method by which redeemed Credits are deducted from a User's balance.

B.3 No Guarantee of Feature Availability. Block Code Ltd does not guarantee the continuous availability of any specific feature, interface element, purchase tier, redemption category or discount rate within the Plutus Application. Features may be withdrawn, modified or temporarily unavailable without notice. Users have no right to the continued availability of any feature and no claim arises as a result of any feature becoming unavailable.

B.4 Regional Availability. The availability of specific Credits denominations (PGBP, PEUR, PAED, PUSD and such other denominations as may be introduced from time to time), purchase tiers and redemption options may vary by region. Block Code Ltd may restrict, expand or modify regional availability at any time without notice. The purchase of Credits in a denomination other than the User's home currency (cross-region purchase) is permitted subject to these Terms but does not guarantee the availability of any specific redemption option in any region.

PART C, COLLECTIBLE REWARDS PROGRAMME AND DISCRETIONARY IN-APP FEATURES

C.1 Nature of the Collectible Rewards Programme. Block Code Ltd operates a discretionary collectible rewards programme (the "Collectibles Programme") within the Plutus Application. The Collectibles Programme is a purely gratuitous feature designed to reward and engage active Users. The Collectibles Programme operates as follows:

- Upon the completion of a Credit purchase transaction, a User may be presented with an in-app experience that results in the award of a collectible digital item (a "Collectible") and, in certain circumstances, a gratuitous allocation of additional Credits (a "Gratuitous Credit Award");
- The Collectible awarded and whether any Gratuitous Credit Award accompanies it are determined by a weighted randomised selection process applied by Block Code Ltd. The selection parameters, including the rarity weighting assigned to each Collectible and the probability of a Gratuitous Credit Award, are determined by Block Code Ltd at its absolute discretion;
- Collectibles are assigned to rarity tiers. Access to higher rarity tiers is subject to a minimum transaction history threshold determined by Block Code Ltd. Block Code Ltd may modify rarity tiers, rarity weights and transaction thresholds at any time without notice;
- Each Credit purchase transaction provides one opportunity to receive a Collectible and potential Gratuitous Credit Award. There is no retry mechanism within a single transaction. An opportunity that is not taken or that results in a nil outcome is not replaced or compensated; and
- In addition to purchase-linked opportunities, Block Code Ltd may make available at its discretion a free monthly entry opportunity accessible to Users without any purchase requirement, presented via an in-app notification or feature. Such free monthly entry opportunities are gratuitous and carry no guarantee of a Gratuitous Credit Award of any specific value or at all. The availability, frequency and value parameters of free entry opportunities are determined by Block Code Ltd at its absolute discretion and may be withdrawn or modified at any time without notice; and
- A User's collection of Collectibles is tracked within the Plutus Application and may be viewed via the collection dashboard feature. Collection tracking is a display feature only and does not confer any rights or entitlements; and
- The Collectibles Programme may incorporate seasonal, promotional or limited-edition Collectibles. The availability of such Collectibles is determined by Block Code Ltd at its absolute discretion and is subject to change without notice.

C.2 Gratuitous Credit Awards, Legal Status. Any Credits awarded pursuant to the Collectibles Programme (Gratuitous Credit Awards) are gratuitous in nature and are subject to the following:

- Gratuitous Credit Awards are not consideration for any payment made by the User and are not refundable under any circumstances;
- Gratuitous Credit Awards form part of the User's Credit balance and are subject to all provisions of the Plutus Credits Terms and Conditions of Use in their entirety, including expiry, Spending Limits, non-transferability and restrictions on conversion;
- Gratuitous Credit Awards are not guaranteed. The probability of receiving a Gratuitous Credit Award on any given transaction, and the value of any such award, is determined by the weighted randomised selection process and may be zero;
- Block Code Ltd accepts no liability and Users have no claim arising from the receipt of a nil outcome on any transaction or from any change to the parameters of the weighted randomised selection process; and
- Gratuitous Credit Awards are not promotions, lotteries, prize competitions or gaming activities within the meaning of applicable UK or EU consumer promotion, advertising or gambling law. They are discretionary commercial incentives provided gratuitously by Block Code Ltd to reward active Users.

C.3 Collectibles, Legal Status. Collectibles have no monetary value, no redemption value and no transferable value of any kind. Collectibles:

- are not tradeable, transferable or assignable;
- are not crypto assets, NFTs, digital assets or blockchain-based instruments of any kind;
- do not represent ownership of, or any right in, any underlying asset;
- may, where Block Code Ltd designates a specific collection as carrying associated in-app benefits (such as bonus Credits, enhanced feature access or other platform rewards), confer those designated benefits upon completion of the applicable collection set, subject to the terms notified at the time of designation. Such in-app collection benefits are determined by Block Code Ltd at its absolute discretion, are not guaranteed and may be withdrawn or modified at any time; and
- may be removed, modified or retired from the collection dashboard at any time without notice and without compensation.

C.4 Programme Modification and Discontinuation. Block Code Ltd may modify, restrict, suspend or permanently discontinue the Collectibles Programme, any Collectible, any Gratuitous Credit Award mechanism, any rarity tier, any transaction threshold, or any other aspect of the Collectibles Programme at any time and without prior notice. Such modification or discontinuation:

- does not constitute a breach of these Terms;
- does not give rise to any right to compensation, refund or alternative award on the part of any User;
- does not affect any Gratuitous Credit Awards already credited to a User's account, which remain subject to standard Credits terms including expiry; and
- does not affect Block Code Ltd's rights to amend, suspend or terminate a User's account for breach of these Terms or any other reason.

C.5 No Rights or Claims. Users have no right to:

- receive any specific Collectible;
- receive a Gratuitous Credit Award of any specific value or on any specific transaction;
- receive a Gratuitous Credit Award at all, whether through a purchase-linked or free monthly entry opportunity;
- the continuation of the Collectibles Programme;
- any specific rarity tier composition or weighting; or

- compensation of any kind arising from any aspect of the Collectibles Programme or its modification or discontinuation.

C.6 Regulatory Classification. Block Code Ltd has assessed the Collectibles Programme against applicable UK and EU consumer protection, advertising, gambling and financial services legislation. Block Code Ltd's position, on the basis of legal guidance obtained, is that the Collectibles Programme does not constitute a regulated lottery, prize competition, gaming activity, financial promotion or promotional offer requiring regulatory approval or consumer protection disclosure beyond that provided in these Terms. In particular: (i) any purchase-linked opportunity is ancillary to a genuine commercial transaction for Credits and not a charge for participation in a prize draw; (ii) a free monthly entry route is made available without any purchase requirement, ensuring participation in the Collectibles Programme is not conditioned exclusively on a purchase; (iii) Gratuitous Credit Awards and Collectibles have no monetary value and are not redeemable for cash; and (iv) the programme is not operated as a gaming or gambling activity for private or commercial gain. Block Code Ltd monitors regulatory developments in this area and reserves the right to modify the Collectibles Programme at any time to ensure continued compliance with applicable law.

DOCUMENT CONTROL

Item	Details
Document	Plutus Credits, Supplemental Legal Clauses v1.0
Incorporated Into	Plutus Credits Terms and Conditions of Use v3.3 (15 April 2026)
Effective Date	April 2026
Issuing Entity	Block Code Ltd (reg. 09674279) and Block Code LT UAB (reg. 305848086)
Key Principle, Spending Limits	Dynamic. No fixed minimum or maximum guaranteed. No advance notice required. No User rights or claims arising from changes.
Key Principle, Discount Structure	Two-tier: enhanced rate (subject to daily AND monthly Rewards Cap) and base rate (no cap). Both tiers subject to change at any time.
Key Principle, Collectibles	Gratuitous. No monetary value. Not crypto assets. Not regulated gambling or lotteries. Discretionary. Block Code Ltd can modify or discontinue at any time.
Next Review	April 2027 or upon material regulatory change

PLUTUS CREDITS

Cryptocurrency Payments Addendum

Version 6.6 | 18 June 2026

Issued by Block Code Ltd (trading as Plutus), Company no. 09674279
EU operations conducted by Block Code LT UAB (Lithuania, reg. 305848086), a wholly owned subsidiary

ADDENDUM NOTICE

This Addendum amends and forms part of the Plutus Credits Terms and Conditions of Use v3.3 (15 April 2026). It permits Block Code Ltd to accept cryptocurrency as a method of payment for Plutus Credits. It has been prepared with the benefit of legal guidance. Plutus Credits remain non-refundable closed-loop digital in-app credit vouchers and are not crypto assets. Accepting cryptocurrency as payment does not change the nature of Plutus Credits.

STATUTORY FRAMEWORK AND LEGAL BASIS

This Addendum is prepared by reference to the following statutes, regulations and regulatory guidance:

Jurisdiction	Legal framework	Relevance
UK	FSMA 2000 and the RAO 2001	Merchant acceptance of payment is not a regulated activity.
UK	FCA PS19/22 (3.35)	Unregulated exchange tokens sit outside the FCA perimeter.
UK	PSR 2017; EMR 2011	Limited network exclusions are relevant to closed-loop Credits.
UK	Consumer Rights Act 2015	Non-excludable consumer rights are preserved in full.
UK	VATA 1994	Voucher VAT treatment determined under applicable voucher rules.
UK	MLR 2017 Part 12A	Merchant acceptance is not a registrable cryptoasset activity.
EU	MiCA 2023/1114, Art. 3	Merchant acceptance is not a listed crypto-asset service.
EU	MiCA, Recital 21	Merchant acceptance is excluded from MiCA scope.
EU	PSD2; GDPR; CRD	Limited network, lawful basis and consumer rights considerations.

This table summarises the legal basis only. It is not a representation that a particular tax or regulatory outcome applies to a Customer's individual circumstances.

WHAT CRYPTOCURRENCY MERCHANT PAYMENTS ARE, AND ARE NOT

What this is. A merchant payment for goods (Credits, the digital credit vouchers). A one-way payment transaction. The selection of a payment method by the Customer, not the purchase of cryptocurrency. Ordinary business income to Block Code Ltd. An activity subject to standard merchant anti-money-laundering and identity checks, and protected by mandatory consumer law.

What this is not. It is not a cryptocurrency exchange, a crypto-asset service provider, a custody or safeguarding service, a payment institution, an electronic money institution, a money service business, a currency or foreign exchange service, financial or investment advice, a wallet service, or a crypto-to-crypto facilitation service. It is not a regulated activity under the FCA regime, and not a crypto-asset service under MiCA.

RELATIONSHIP TO THE BASE TERMS
Plutus Credits remain non-refundable closed-loop digital in-app credit vouchers and are not crypto assets. The cryptocurrency payment method described in this Addendum is a way to pay for Credits and does not introduce any cryptocurrency activity into the Plutus application.

CLAUSE 3A. CRYPTOCURRENCY PAYMENTS

3A.0 Characterisation. Block Code Ltd, as merchant, accepts cryptocurrency as a payment method for Credits. The Customer selects cryptocurrency as the means of payment and does not thereby purchase, trade or hold cryptocurrency with Block Code Ltd. The transaction is a sale of goods for consideration and is not a financial service or a regulated activity.

3A.1 Supported cryptocurrencies and networks. Block Code Ltd accepts the cryptocurrencies and blockchain networks listed in the Plutus application from time to time. Sending funds on a network that is not supported, or to an address other than the one displayed, will result in permanent loss. The Customer is responsible for selecting the correct network and address.

3A.2 Exchange rate and payment process. At checkout the application displays the cryptocurrency amount payable (including network fees), the rate, the Credits to be issued, and a short window within which payment must be sent. The rate is set by Block Code Ltd and may differ from rates available elsewhere, and is locked for the window shown. If the cryptocurrency reaches Block Code Ltd within that window, the locked rate applies and the Credits shown are issued. If it arrives after the window, or the amount received differs from the amount quoted, the rate is adjusted and the Customer receives Credits equal to the value of the cryptocurrency actually received. No cryptocurrency is returned in any case. The Customer is responsible for network fees and for sending in a way that allows timely arrival; late arrival or underpayment may reduce the Credits issued.

3A.3 Blockchain finality. Once a payment is confirmed on the blockchain it is final and cannot be reversed, undone or refunded. This is a property of the blockchain, not a choice by Block Code Ltd. Credits are issued once the cryptocurrency is received and confirmed in Block Code Ltd's wallet, and where a payment requires reconciliation, as soon as reasonably practicable after it is verified. Where Credits are later subject to suspension or forfeiture, no cryptocurrency or fiat refund arises, and any refund required by mandatory law is made as Credits to the in-app balance.

3A.4 Customer responsibility. The Customer is responsible for sending the correct amount, to the correct address, on the correct network, with sufficient funds for network fees, and for the security of the Customer's own wallet. Block Code Ltd is not responsible for loss caused by Customer error, by the Customer's wallet or exchange, or by blockchain conditions outside Block Code Ltd's control.

3A.5 No custody. Block Code Ltd does not hold, safeguard or administer cryptocurrency for the Customer, does not provide a wallet, and does not offer withdrawal or transfer of cryptocurrency. On confirmation, ownership of the cryptocurrency passes to Block Code Ltd as a business receipt. Any later settlement to fiat is an internal matter for Block Code Ltd and not a service to the Customer.

3A.6 Application of the base Terms. All other provisions of the Plutus Credits Terms apply equally to Credits purchased with cryptocurrency, including non-refundability, spending limits, expiry, suspension and forfeiture, and identity and anti-money-laundering checks.

3A.7 Risk factors. Cryptocurrency and blockchain carry risks the Customer should understand before paying, including irreversibility, network delay or congestion, wallet compromise, price volatility, regulatory change and technical failure. Block Code Ltd gives no warranty in respect of blockchain networks, cryptocurrency or third-party wallet software.

3A.8 Geographic scope. Cryptocurrency payments are accepted only where lawful. They are not available in jurisdictions that restrict or prohibit them, including Turkey, Bangladesh and mainland China. Block Code Ltd may restrict availability in any jurisdiction at any time.

3A.9 Governing law. This Addendum is governed by the law of England and Wales for UK Customers, and by applicable EU member state law for EU Customers, and disputes are handled under Part 16 of the base Terms.

3A.10 Amendment and severability. Block Code Ltd may amend this Addendum on notice, with changes applying prospectively. If any provision is held invalid, it is severed and the remainder continues in force.

CLAUSE 3B. CREDITS. DIGITAL IN-APP VOUCHERS

3B.0 Nature of Credits. Credits are digital credit vouchers issued by Block Code Ltd for use within the Plutus application. Credits are not currency, cryptocurrency, a payment instrument, electronic money or an investment, and are not based on any blockchain. Credits have no value outside the Plutus application and are not convertible into cryptocurrency, fiat or any external value.

3B.1 In-app use only. Credits are redeemable only within the Plutus application and cannot be transferred, withdrawn, converted or used elsewhere. The in-app environment involves no cryptocurrency activity. Block Code Ltd does not hold cryptocurrency, facilitate cryptocurrency trading, provide cryptocurrency wallets, or enable cryptocurrency transfers within the application.

3B.2 Separation from the payment method. The cryptocurrency payment method in Clause 3A is separate from the Credits product in this Clause 3B. Paying with cryptocurrency enables the purchase of Credits. Once issued, Credits are fiat-denominated digital credit vouchers with no cryptocurrency element. The Customer does not purchase, hold, trade or interact with cryptocurrency within the application.

3B.3 Termination and forfeiture. Block Code Ltd may suspend, terminate or forfeit Credits where permitted under the base Terms, including for breach, for anti-money-laundering or identity reasons, for suspected fraud, on regulatory direction, or following a security incident. On forfeiture permitted under the base Terms, Credits cease to carry value and are not converted or refunded as any currency. This Clause does not affect a Customer's non-excludable rights under Clause 3E.

CLAUSE 3C. INDEMNITY

3C.0 Scope. The Customer shall indemnify Block Code Ltd against losses, claims and reasonable costs to the extent they arise from the Customer's own acts or omissions, namely:

(a) sending cryptocurrency to a wrong address, on a wrong network, in a wrong amount, or with insufficient funds for network fees;
(b) compromise of the Customer's own wallet, including through malware or phishing;
(c) the Customer's breach of these Terms, including identity, anti-money-laundering and geographic requirements; and
(d) the Customer's misuse of Credits.

3C.1 Limits on the indemnity. This indemnity does not apply to the extent a loss is caused by Block Code Ltd's own negligence, breach or wilful default, and does not require the Customer to indemnify Block Code Ltd in respect of Block Code Ltd's own regulatory compliance. Nothing in this Clause requires the Customer to give up any non-excludable right under Clause 3E.

3C.2 Severability. If any part of this Clause is held invalid, it is severed and the remainder continues in force.

CLAUSE 3D. LIMITATION OF LIABILITY

3D.0 Liability that is not excluded. Nothing in these Terms limits or excludes Block Code Ltd's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded. The remaining provisions of this Clause apply only so far as the law allows and are to be read subject to this paragraph.

3D.1 Excluded losses. Subject to 3D.0, Block Code Ltd is not liable for indirect or consequential loss, or for loss of profit, revenue, data or goodwill; for loss of cryptocurrency caused by Customer error or by a third party; for blockchain delay or failure; for price volatility; for the acts of third-party wallets, exchanges or networks; or for loss arising from suspension or forfeiture of Credits permitted under the base Terms.

3D.2 Cap. Subject to 3D.0, Block Code Ltd's total liability to the Customer in connection with a transaction shall not exceed the amount the Customer paid for the Credits in that transaction. This cap reflects that Credits are low-value digital goods and that cryptocurrency payment risks are allocated in Clause 3A.

3D.3 No warranty beyond the law. Beyond the rights the Customer has under mandatory law, Credits are provided on an as-available basis, and Block Code Ltd does not warrant that the service will be uninterrupted or error-free.

3D.4 Severability. If any limitation in this Clause is held invalid, it is severed and the remaining limitations continue in force.

CLAUSE 3E. YOUR STATUTORY RIGHTS

3E.0 Non-excludable rights are preserved. Nothing in this Addendum or the base Terms removes or reduces any right or protection the Customer has under mandatory law that cannot lawfully be excluded. For UK consumers this includes rights under the Consumer Rights Act 2015. For EU consumers this includes rights under the Consumer Rights Directive 2011/83/EU and applicable national law. Where any provision of this Addendum conflicts with such a right, the right prevails and the provision applies only so far as the law allows.

3E.1 Right of withdrawal for digital content. Where a Customer expressly requests that supply of digital content begins immediately and acknowledges that the right of withdrawal is thereby lost, that right does not apply, in accordance with the Consumer Contracts Regulations 2013 (UK) and Article 16 of the Consumer Rights Directive (EU). This does not affect any other statutory right.

3E.2 Complaints and dispute resolution. The Customer may raise a complaint through the channels in the base Terms, and retains any right to use available alternative or online dispute resolution and to bring a claim before a competent court.

3E.3 No waiver of regulatory protection. Block Code Ltd does not ask the Customer to waive any protection conferred by financial services or consumer law. The legal character of the activity is determined by law, not by agreement.

CLAUSE 3F. ACKNOWLEDGEMENTS AND RISK ALLOCATION

3F.0 Acknowledgements. By choosing to pay with cryptocurrency, the Customer confirms that the Customer has read and understood this Addendum, understands that confirmed cryptocurrency payments are final, understands that Credits are in-app vouchers with no value outside the application and no cryptocurrency element, understands that the cryptocurrency payment method is separate from the Credits product, and accepts the risks set out in Clause 3A.7. The Customer is responsible for obtaining the Customer's own financial, legal or tax advice if required.

3F.1 Allocation of payment risk. As between the Customer and Block Code Ltd, and subject to Clauses 3D.0 and 3E, the risk of loss arising from the Customer's choice of network and address, from the Customer's own wallet, and from third-party wallets, exchanges and networks, rests with the Customer. The risk of Block Code Ltd's own negligence, breach or wilful default rests with Block Code Ltd.

3F.2 Collective proceedings. To the extent permitted by law, the parties agree to resolve disputes individually rather than as part of any class or collective proceeding. This provision does not apply where the law of the Customer's jurisdiction does not permit it, and does not affect any non-excludable right under Clause 3E.

3F.3 Severability. If any part of this Clause is held invalid or unenforceable, it is severed and the remainder continues in force.

CLAUSE 3G. PAYMENT METHOD AND PRODUCT SEPARATION

3G.0 Two distinct matters. Paying with cryptocurrency (Clause 3A) and holding Credits, which are digital credit vouchers (Clause 3B), are distinct. In the first, the Customer sends cryptocurrency to Block Code Ltd as a merchant payment, in the same way as a card payment or bank transfer, and Block Code Ltd receives it as ordinary business income. No cryptocurrency activity takes place within the application. In the second, Block Code Ltd issues fiat-denominated digital credit vouchers (Credits) with no cryptocurrency element. Paying with cryptocurrency enables the purchase of Credits, and once issued the Credits have no cryptocurrency connection.

CLAUSE 3H. BLOCK CODE LTD'S REGULATORY POSITION

3H.0 General position. Accepting cryptocurrency as payment for Block Code Ltd's own goods (Credits) is a commercial payment activity, not the provision of a crypto-asset, payment or financial service to the Customer. Block Code Ltd does not exchange, hold, safeguard or transfer crypto-assets for the Customer. This characterisation is the basis of Block Code Ltd's position in each jurisdiction in which it makes Credits available.

3H.1 United Kingdom. Merchant acceptance is not a regulated activity under FSMA 2000, not a registrable cryptoasset activity under MLR 2017 Part 12A, and not a payment or electronic money service under PSD2 or EMR 2011, consistent with FCA PS19/22.

3H.2 European Union. Merchant acceptance is not a crypto-asset service under MiCA (Article 3), which Recital 21 places outside MiCA's scope.

3H.3 United States. Block Code Ltd's position is that accepting cryptocurrency as payment for its own goods is not money transmission under United States federal law, consistent with FinCEN guidance treating a person who accepts virtual currency for goods or services it provides as a user rather than a money transmitter. Block Code Ltd does not provide exchange, custody or transfer services to Customers. Requirements vary by State, and Block Code Ltd makes Credits available to United States Customers only where it may lawfully do so.

3H.4 United Arab Emirates. Block Code Ltd's position is that accepting cryptocurrency as payment for its own goods is a merchant payment activity and not a regulated virtual asset service. Block Code Ltd does not provide virtual asset exchange, custody, broking or transfer services. Block Code Ltd makes Credits available to UAE Customers only where it may lawfully do so.

3H.5 Other jurisdictions and availability. Block Code Ltd offers cryptocurrency payment only where it is lawful, and restricts or withdraws it where there is no clear lawful basis or where local law requires. Block Code Ltd does not represent that the service is available or suitable in any particular jurisdiction. The Customer is responsible for compliance with the laws that apply to the Customer.

3H.6 Scope of this statement. This statement reflects Block Code Ltd's view of the law as at the date of this Addendum. It is not a warranty of any outcome and does not constitute legal or tax advice to the Customer. If the legal position changes materially, Block Code Ltd will update this Addendum and notify Customers in accordance with the base Terms.

CLAUSE 3I. PROHIBITED CONDUCT, ABUSE AND RECOVERY

3I.0 Prohibited conduct. The Customer must not exploit, manipulate or undermine the Plutus ecosystem or these Terms, including by: (a) exploiting bugs, errors, glitches, pricing or calculation errors, race conditions, processing or settlement delays, rounding, retries, duplicate or double-credits, timing windows or other loopholes, whether or not described in these Terms, to obtain Credits, discounts, bonuses or benefits not intended to be available; (b) exploiting the gap, timing or difference between two systems, processes, balances or states to obtain value not intended to be available; (c) creating, linking or controlling multiple accounts, devices or payment instruments to multiply or circumvent entitlements, caps or limits; (d) using automated tools, scripts or bots; (e) structuring, splitting, timing or repeating transactions, purchases, cancellations or refunds to circumvent any cap, limit, guardrail, cooldown or eligibility requirement; (f) repeatedly using cancellation, cooling-off, chargeback or refund mechanisms to harvest discounts, bonuses or other benefits; (g) farming or extracting value from bonus, promotional or gratuitous balances without genuine paid purchases; (h) colluding with others, or providing false, misleading or fraudulent information; (i) using the ecosystem for fraud, money laundering, sanctions evasion or other illegal activity; (j) circumventing or interfering with any security, authentication or access control; (k) subscribing, upgrading or purchasing to obtain a discounted rate, bonus or other benefit and then cancelling, reversing, charging back or otherwise avoiding the corresponding cost (subscription or payment cycling); or (l) any other act or omission that, in Block Code Ltd's reasonable determination, is designed or operates to obtain a benefit beyond the intended scope of the ecosystem, or to the detriment of Block Code Ltd, its group, the Plutus ecosystem or other users.

3I.1 Duty to report; intent. A Customer who becomes aware of any error, bug or glitch must report it to support@plutus.it without delay and must not exploit or benefit from it. Whether conduct is deliberate is judged on its substance and pattern, not on how the Customer describes it. A single, isolated error that the Customer reports promptly and does not exploit is treated in good faith. By contrast, repeating the same or a similar exploit, continuing to take a benefit after an error is or should reasonably be apparent, exploiting the timing or gap between systems or processes, acting in coordination with others, or structuring activity to remain just within a limit, are each treated as deliberate and may be relied upon by Block Code Ltd as evidence of intent.

3I.2 Consequences. Any Credits, bonuses, discounts or other value obtained in breach of this Clause are void and constitute a debt due to Block Code Ltd. In addition to any other remedy, Block Code Ltd and its group entities may reverse the relevant transactions, forfeit or claw back the relevant balances, suspend or terminate the account, report the matter to the relevant authorities, and recover the value obtained together with the cost of the service provided and the reasonable losses and costs caused by the conduct (the Recoverable Amount). Where the breach is material, these steps may be taken without prior notice. Block Code Ltd may pursue more than one method of recovery at the same time, and pursuing one does not waive any other right or remedy. Where a deliberate breach (judged under clause 3I.1) has caused Block Code Ltd a quantifiable loss, that loss forms part of the Recoverable Amount; any amount recovered is compensatory, reflecting Block Code Ltd's actual loss and the value the Customer obtained, and is not a penalty. A delay in exercising, or a decision not to exercise, any right under this Clause is not a waiver of it.

3I.3 Methods of recovery. Block Code Ltd may recover the Recoverable Amount by any one or more of the following methods, to the extent permitted by law:

Method	Description
In-app balance	Deduction of the Recoverable Amount from the Customer's Credits or other in-app balance.
Set-off	Set-off against any balance, refund, credit or other amount Block Code Ltd owes to or holds for the Customer.
Connected crypto and tokens	Deduction from any crypto-asset wallet, PLUS or PLU token balance or staked position connected to the account, to the extent permitted by the applicable connection or staking agreement.
Invoice	A formal invoice for the Recoverable Amount, payable within 14 days.

Saved card or token	Where the Customer has authorised a payment card or token, charging it for the Recoverable Amount as a debt due and owing, including any quantifiable loss caused by a deliberate breach, to the extent permitted by applicable law and card scheme rules. Deleting the card in the app does not extinguish the debt.
Debt collection and credit reference	Referral to debt collection agencies and reporting of overdue amounts to credit reference agencies, where permitted by law.
Legal proceedings	Proceedings in the courts of England and Wales to recover the Recoverable Amount together with interest and costs.

3I.4 Chargeback and dispute abuse. Raising a chargeback, payment dispute or reversal in respect of a charge the Customer knows to be legitimate, or otherwise than in good faith, is a breach of these Terms (an abusive dispute). On an abusive dispute Block Code Ltd may suspend or terminate the account, forfeit unused Credits and other balances, and recover, as part of the Recoverable Amount, the disputed sum together with the chargeback and processor fees Block Code Ltd incurs and its reasonable administrative and handling costs. Block Code Ltd may require the Customer to withdraw an unwarranted dispute and to provide information in support of any dispute. Removing, deleting or deactivating a saved payment card or token while a debt or pending recovery exists does not extinguish the debt, and any validly retained mandate or token remains available for recovery to the extent permitted by applicable law and card scheme rules. Nothing in this Clause affects the Customer's right to dispute a genuinely unauthorised or incorrect transaction.

3I.5 Investigation, suspension and evidence. Block Code Ltd may suspend access, freeze balances and withhold the issuance or spending of Credits while it investigates suspected abuse, a breach of this Clause or a payment dispute, and is not liable for any resulting delay or inconvenience. In determining whether conduct is abusive and whether it is deliberate, Block Code Ltd may rely, on the balance of probabilities, on its transaction, device, account and payment records and on patterns of behaviour across the account and the Plutus ecosystem.

3I.6 Interest, costs and set-off. Interest accrues on any overdue Recoverable Amount at 3% per annum above the Bank of England base rate from the date it falls due until payment in full. The Customer is liable for all reasonable costs caused by the breach and incurred in recovery, including investigation and administration costs, chargeback, scheme and processor fees, debt collection fees and legal costs. Block Code Ltd may set off any amount the Customer owes it against any amount it owes the Customer.

3I.7 Preservation of rights. This Clause does not limit the Customer's non-excludable rights under Clause 3E, and does not affect the Customer's right under applicable payment services law to dispute a genuinely unauthorised transaction.

DOCUMENT CONTROL

Item	Details
Document	Plutus Credits Terms and Conditions of Use. Cryptocurrency Payments Addendum
Incorporated into	Plutus Credits Terms and Conditions of Use v3.3 (15 April 2026)
Version	6.6
Effective date	18 June 2026
Issuing entities	Block Code Ltd (reg. 09674279) and Block Code LT UAB (reg. 305848086)
Governing law	England and Wales (UK Customers); applicable EU member state law (EU Customers)
Key principle	Cryptocurrency is accepted only as a payment method. Credits are not crypto assets.
Next review	Upon material regulatory change