

PLUTUS MILES

Terms of Use

Version 6.9 | 12th June 2026

*Issued by Block Code Ltd (trading as Plutus), Company no. 09674279
Hurlingham Studios, Ranelagh Gardens, London SW6 3PA | 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, earning, transferring or redeeming Plutus Miles 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), Hurlingham Studios, Ranelagh Gardens, London SW6 3PA. 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 Miles 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 Miles 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 Miles and do not interact with Miles in any way. MiCA and the UK cryptoasset financial promotion regime do not apply to Miles.

Issuing Entity, UK Users: Plutus Miles 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, Miles 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 Miles are issued by Block Code Ltd, incorporated in England and Wales, which acts as the global issuing entity. 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)	Miles are MPVs under Art. 30b. No VAT at issuance; VAT arises at redemption on the underlying Etihad Guest supply. Legal guidance obtained.
UK Schedule 10A VATA 1994 (Finance Act 2019)	No UK VAT on Miles issuance. Block Code Ltd UK VAT registered (474482465).
UK Electronic Money Regulations 2011 / EU EMD2 Art. 1(5)(b)	Miles 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. Miles are not a regulated payment instrument.
UK FSMA 2000 / EU MiCA (EU 2023/1114)	Miles are not a specified investment or crypto asset. FSMA and MiCA do not apply to Miles.
EU AMLD5 Art. 12 / UK MLR 2017	AML obligations. 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: contractual necessity (Art. 6(1)(b)) and legitimate interests (Art. 6(1)(f)).

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PART 1, INTERPRETATION AND DEFINITIONS

1. Defined Terms

1.1 In these Terms, the following words and phrases have the meanings set out below:

Term	Definition
"Addon"	A supplementary subscription (Miles Boost or Miles Unlimited) providing additional benefits on top of the User's base subscription plan.
"Base Price"	0.05 Credits per mile, the standard price before any plan or addon discounts are applied.
"Block Code Ltd" / "Plutus"	Block Code Ltd, England and Wales (reg. 09674279), trading as Plutus, including subsidiaries Block Code LT UAB and Block Code WP UAB and their officers, directors, employees and agents.
"Bonus Miles"	Miles earned without payment through the Goal completion system. Available immediately on earning and subject to a monthly transfer cap, a per-Transfer guardrail and a 12-month expiry.
"Miles Boost" / "Boost"	The addon priced at 4.99/month: 5% additional discount on the plan price, doubled monthly Credits cap, daily free miles (with staking) and a 10% Goal bonus rate.
"Credits"	The User's Plutus Credits balance (PGBP, PEUR, PUSD or PAED), used to purchase Miles. Governed by the Plutus Credits Terms; entirely separate from Miles.
"Daily Claim" / "Daily Free Miles"	The feature allowing eligible Users (with a Boost or Unlimited addon and PLU staked at Reward Level 1 or above) to manually claim a fixed number of free miles each day.
"Effective Discount"	The combined discount resulting from the User's subscription plan and any active addon, calculated multiplicatively and capped at 61%.
"Etihad Guest"	The Etihad Guest loyalty programme operated by Etihad Airways PJSC. Transferred Miles are governed entirely by Etihad Guest terms.
"FFN"	Frequent Flyer Number; the User's Etihad Guest account number, required for Transfers. One FFN per Plutus account at any time.
"Goal"	A savings target set by the User. No limit on Goal size. On completion the User earns Bonus Miles or Badge Tries.
"Miles"	Etihad Guest air miles purchased, earned or otherwise credited through the PlutusMiles feature.
"Miles Wallet"	The in-app wallet within the Plutus mobile application where Purchased, Bonus and Daily Claim Miles are stored before Transfer.
"Partner Airlines"	The Etihad Guest partner airlines on which transferred Miles may be redeemed for flights and related redemptions, being 27 airlines (including Etihad Airways) at the V6.9 launch, as published within the Plutus Application and by Etihad Guest from time to time. Block Code Ltd and/or Etihad Guest may add or remove Partner Airlines; airlines added after the date of these Terms are subject to these Terms without further amendment, and may not be separately listed, unless Block Code Ltd specifies otherwise. See Part 27.
"PLUS"	The PLUS token on Base L2, a small amount of which is burned per Daily Claim.
"Processing Fee"	The fee of 5 Credits per Transfer to Etihad Guest, waived for Users with the Miles Unlimited addon.
"Purchased Miles"	Miles acquired by spending Credits at the User's discounted rate. No transfer restrictions, no expiry in the Miles Wallet, no guardrails.
"Reward Level"	The User's staking tier (0 through 12), determined by the amount of PLU staked in an external wallet, governing Daily Claim entitlements.
"Third-Party Miles Provider"	The external intermediary through which Plutus procures Etihad Guest Miles for issuance to Users.
"Transfer Guardrail"	The rule limiting Bonus Miles to no more than 20% of any single Transfer to Etihad Guest.

"Miles Unlimited" / "Unlimited"	The addon priced at 14.99/month: 22% additional discount on the plan price, removes the monthly Credits cap, unlocks daily free miles (with staking), 10% Goal bonus rate and waives all transfer fees. Standalone; does not require Boost.
"User", "you"	Any individual who holds a Plutus account and uses or accesses PlutusMiles.

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, ELIGIBILITY AND ACCOUNT REQUIREMENTS

2. Account and Access

2.1 To use PlutusMiles the User must hold an active Plutus account in good standing. Users in suspended, blocked or closed status cannot purchase or transfer Miles.

2.2 The User must link a valid Etihad Guest FFN to their Plutus account before initiating any Transfer. A free Etihad Guest account can be created at etihadguest.com.

2.3 Only one Etihad Guest FFN may be linked to a Plutus account at any time. To update a linked FFN the User must contact support@plutus.it.

2.4 Miles are purchased using the User's Plutus Credits balance. The User must hold sufficient Credits to cover the full cost of any purchase before confirming.

2.5 The User must be at least 18 years of age and acting in their personal capacity (not on behalf of a business or other entity) to use PlutusMiles.

2.6 Use of PlutusMiles is subject to applicable anti-money laundering, counter-terrorist financing and sanctions laws. Block Code Ltd may refuse, delay or reverse any transaction where it reasonably suspects non-compliance. The User must not use PlutusMiles for any purpose that would violate applicable laws.

2.7 The full PlutusMiles purchase and transfer experience is available on the Plutus mobile app (iOS and Android). The web app may display transaction history only.

PART 3, MILES PURCHASES

3. Purchasing Miles

3.1 Users purchase Miles through the Miles section of the mobile app by selecting a package, reviewing the discounted price and confirming. Credits are deducted and Miles credited to the Miles Wallet instantly.

3.2 Miles are available in packages of 1,000, 5,000, 10,000, 25,000, 50,000 and 100,000 miles.

3.3 Nature of Miles. Miles held in the Miles Wallet are digital entitlements within the Plutus platform. They do not constitute airline miles, frequent flyer points or any other loyalty benefit until successfully Transferred to an Etihad Guest account. Prior to Transfer, Miles have no value outside the Plutus ecosystem and confer no rights against any airline, travel provider or third party. Plutus does not guarantee that any specific number of Miles will be available for Transfer at any given time.

3.4 Non-Refundable. All Miles purchases are final and non-refundable. By confirming a purchase the User acknowledges that (a) digital content delivery begins immediately on confirmation; (b) the User consents to immediate performance; and (c) the User acknowledges the loss of any right of withdrawal that would otherwise apply under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or equivalent legislation. The User should review the amount and cost carefully before confirming.

3.5 Availability. Miles availability is subject to supply from the Third-Party Miles Provider. Plutus may temporarily suspend Miles sales if supply is insufficient and will communicate any suspension through the app or via email.

PART 4, PRICING AND DISCOUNTS

4. Base Price, Plan and Addon Discounts

4.1 The base price of Miles is 0.05 Credits per mile (50 Credits per 1,000 miles). Each subscription plan provides a fixed discount applied automatically to every purchase. Addon discounts are calculated multiplicatively on the plan price. The total combined Effective Discount is capped at 61%.

4.2 Plan discounts: Standard 0% (0.0500), Starter 10% (0.0450), Everyday 20% (0.0400), Premium 50% (0.0250). Addon additional discounts: Miles Boost 5%, Miles Unlimited 22%, each off the plan price.

5. Complete Pricing (all 10 tiers)

Plan + Addon	Monthly Sub	Eff. Disc.	Per Mile	10,000	50,000	100,000
Standard (no addon)	Free	0%	0.0500	500.00	2,500.00	5,000.00
Starter (no addon)	6.99	10%	0.0450	450.00	2,250.00	4,500.00
Everyday (no addon)	9.99	20%	0.0400	400.00	2,000.00	4,000.00
Premium (no addon)	19.99	50%	0.0250	250.00	1,250.00	2,500.00
Starter + Boost	11.98	14.5%	0.0428	427.50	2,137.50	4,275.00
Everyday + Boost	14.98	24%	0.0380	380.00	1,900.00	3,800.00
Premium + Boost	24.98	52.5%	0.0238	237.50	1,187.50	2,375.00
Starter + Unlimited	21.98	29.8%	0.0351	351.00	1,755.00	3,510.00
Everyday + Unlimited	24.98	37.6%	0.0312	312.00	1,560.00	3,120.00
Premium + Unlimited	34.98	61%	0.0195	195.00	975.00	1,950.00

6. Discount Mechanics and Currency

6.1 The Effective Discount is calculated as 1 minus (1 minus Plan Discount) multiplied by (1 minus Addon Extra), capped at 0.61. The effective price per mile is 0.05 multiplied by (1 minus Effective Discount).

6.2 The base rate of 0.05 Credits per mile and all plan discounts are fixed; there is no market fluctuation on Miles pricing. Subject to the Beta Programme terms (Part 26), pricing may be modified at Plutus's discretion.

6.3 Miles prices are denominated in the User's Credits currency (PGBP, PEUR, PUSD or PAED). The credit-per-mile rate is the same across all currencies; one credit equals one unit of the corresponding local currency.

6.4 **Currency and Value Fluctuation.** The value of Miles when redeemed for flights may vary based on airline pricing, route availability, travel class and other factors outside Plutus's control. Plutus makes no representation as to the monetary value of Miles when redeemed through Etihad Guest or Partner Airlines. Past redemption values are not indicative of future values.

6.5 **Tax Responsibility.** The User is solely responsible for determining and paying any taxes, duties or levies arising from the purchase, receipt or use of Miles, including any tax on Bonus Miles received. Block Code Ltd does not provide tax advice and is not responsible for reporting or collecting any such amounts on the User's behalf.

PART 5, SUBSCRIPTIONS, BILLING AND NON-REFUNDABILITY

7. Miles Boost and Miles Unlimited

7.1 Miles Boost (4.99/month): 5% additional discount off plan price (multiplicative); monthly Credits cap doubled; daily free miles unlocked (requires PLU staked at Reward Level 1+); Goal bonus rate 10%; standard 5-Credit transfer fee applies.

7.2 Miles Unlimited (14.99/month): 22% additional discount off plan price; total discount cap 61%; monthly Credits cap removed entirely; daily free miles unlocked (with staking); Goal bonus rate 10%; transfer fee waived. Example: Premium (50%) + Unlimited (22%) = $1 - (1 - 0.50)(1 - 0.22) = 0.61 = 61\%$ (capped).

7.3 One add-on at a time. Only one Miles add-on may be active at a time. Subscribing to Miles Unlimited automatically cancels any active Miles Boost. Miles Unlimited is standalone and does not require Boost.

8. Subscription Billing, Auto-Renewal, Cancellation and Non-Refundability

8.1 Scope (platform-wide). This clause applies to all paid Plutus subscriptions, including the Starter, Everyday and Premium plans and the Miles Boost and Miles Unlimited add-ons, and applies on the same basis to subscriptions for other Plutus utilities (including Gift Cards, Travel and Cashback). All such subscriptions are referred to in these Terms as 'Subscriptions'.

8.2 Auto-renewal. Each Subscription renews automatically at the end of each billing period and continues until cancelled. On each renewal date Block Code Ltd charges the then-current Subscription fee to the User's saved payment method using the Merchant Initiated Transaction (MIT) authority granted under clause 21.2. By taking out a Subscription the User authorises these recurring charges to continue until the User opts out in accordance with clause 8.4.

8.3 Renewal reminders. Block Code Ltd will send a renewal reminder to the User's registered email address and/or by in-app notification a reasonable period before each renewal, ordinarily at least 72 hours before the renewal date. Reminders are provided as a courtesy; failure to receive a reminder for any reason (including incorrect contact details, email filtering or unsubscribing) does not extend the opt-out deadline or affect the validity of the renewal charge.

8.4 Cancellation and opt-out. The User may cancel any Subscription at any time, free of charge, through the Plutus Application (Settings > Subscriptions) or via PlutusAI. To prevent the next charge, the User must opt out before the current billing period ends; the cut-off is the moment immediately before renewal. On cancellation, Subscription benefits continue until the end of the period already paid for, after which the User reverts to the free Standard plan or base entitlements. Opting out is the User's responsibility and is deliberately quick and simple.

8.5 What does not amount to opting out. Only cancellation through in-app Settings or PlutusAI as described in clause 8.4 is a valid opt-out. None of the following stops a renewal, pauses billing or creates any refund right: sending an email or support message; posting on social media; uninstalling or ceasing to use the Plutus Application; allowing a payment method to lapse or expire; non-use of the Subscription benefits; or closing the application.

8.6 Non-refundability and pre-allocated benefits. Subscription fees are non-refundable, in whole or in part, once a billing period has begun. At the start of each billing period the Subscription immediately unlocks and pre-allocates to the User a bundle of benefits spanning the Plutus platform, including (as applicable) the enhanced Credits discount rate, discounted Miles pricing, increased or uncapped monthly spending caps, daily free-miles eligibility, Reward Level features, and discounts on gift cards, travel and other utilities. Those benefits are reserved for the User and made available and consumable in full from the first moment of the period, and are provided continuously throughout it. The consideration for the fee is the availability and reservation of those pre-allocated benefits for the period, not the User's actual usage. Because the benefits are allocated and made available up front, they cannot be unwound part-way through a period, and the fee for that period is earned in full when the period begins.

8.7 Non-use is not cancellation. Consistent with standard practice across the subscription industry (including services such as Netflix, Apple, Amazon Prime, Disney+ and Spotify), a User who remains subscribed is charged on each renewal whether or not they use the benefits during that period. Not using a Subscription, and not logging in, do not amount to cancellation, do not pause or suspend billing, and do not give rise to any refund. The User remains responsible for all charges until the User opts out under clause 8.4.

8.8 Missed periods and continued access. Where a User retained access to Subscription benefits and did not opt out, Block Code Ltd may charge for each billing period during which that access remained available, including any period for which a charge previously failed or could not be collected, in order to provide continuous and uninterrupted service. Where a payment fails, Block Code Ltd may retry the charge and/or recover the amount owed by any method set out in Part 13. Such charges are valid and non-refundable on the same basis as clause 8.6.

8.9 Changes to Subscription pricing. Block Code Ltd may change Subscription fees, benefits, caps and discount rates in accordance with Part 15 and, during the Beta Period, Part 26. Where a fee increases, the User will be notified in advance and may opt out before the change takes effect; continued subscription after the effective date constitutes acceptance of the revised fee.

8.10 Mandatory consumer rights (savings clause). Nothing in this clause excludes or limits any right that cannot be excluded under applicable mandatory consumer law, including the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the EU Consumer Rights Directive 2011/83/EU. A Subscription is a contract for digital content and services the performance of which (by the unlocking and pre-allocation of benefits) begins immediately at the User's request; the User expressly requests that performance begin at once and acknowledges that, to the extent permitted by law, any statutory right of withdrawal or cancellation is lost once performance has begun. UK and EU consumers retain all mandatory statutory rights notwithstanding this clause, and this clause is to be read so as to give effect to those rights.

8.11 Addon discount scope. The additional discount provided by Miles Boost (5%) and Miles Unlimited (22%) applies to Miles purchases only. The cap changes (Boost doubles the monthly Credits cap; Unlimited removes it) apply to all credit-based purchases, including gift cards and Miles.

PART 6, TRANSFERS TO ETIHAD GUEST

9. Transfer Process and Finality

9.1 Users initiate Transfers through the Miles section of the app, specifying the number of Miles (minimum 10,000), reviewing any fee and confirming. Miles are deducted from the Miles Wallet and typically settle to the linked Etihad Guest account within 2 hours, with a maximum of 48 hours.

9.2 Each Transfer incurs a Processing Fee of 5 Credits, deducted at the time of Transfer. The fee is waived entirely for Users with the Miles Unlimited addon. The minimum Transfer amount is 10,000 miles per transaction.

9.3 All Transfers to Etihad Guest are final and irreversible. Once Miles are sent to the linked FFN they cannot be returned to the Miles Wallet through any means.

9.4 Wrong FFN. If Miles are Transferred to an incorrect Etihad Guest number, the User should submit a Missing Miles Claim with Etihad Guest within 30 days of the Transfer. Plutus cannot redirect Miles after Transfer.

9.5 Etihad Guest expiry. Miles held within the Etihad Guest programme are subject to Etihad Guest's own expiry and terms. Plutus has no control over Etihad Guest policies; Users should refer to etihadguest.com for current rules.

9.6 Purchased Miles and Daily Claim Miles can be Transferred freely with no restrictions, no guardrails and no waiting period. Bonus Miles are subject to the Transfer Guardrails in Part 7.

PART 7, TRANSFER GUARDRAILS

This Part governs how Bonus Miles (earned through Goal completions) may be Transferred to Etihad Guest. Purchased Miles and Daily Claim Miles are not subject to any of these restrictions.

10. Bonus Miles Transfer Controls

10.1 Immediate availability. Bonus Miles are available for Transfer immediately on earning. There is no lock period, waiting period or maturity requirement.

10.2 Monthly transfer cap. A maximum of 10,000 Bonus Miles may be Transferred to Etihad Guest per calendar month, resetting on the 1st of each month at midnight UTC. Purchased and Daily Claim Miles have no monthly cap.

10.3 Per-Transfer guardrail (20% rule). No more than 20% of any single Transfer may come from Bonus Miles; at least 80% must come from Purchased or Daily Claim Miles. Example: a 50,000-mile Transfer may include at most 10,000 Bonus Miles; a 10,000-mile Transfer at most 2,000.

10.4 12-month expiry. Bonus Miles expire 12 months after the date earned if not used or Transferred. Using Bonus Miles within the Plutus ecosystem (gift cards, travel bookings or additional Miles purchases) counts as using them and prevents expiry.

10.5 Internal use. Bonus Miles may be used freely within the Plutus ecosystem with no restrictions or caps. The guardrails in this Part apply only to Transfers to Etihad Guest.

10.6 Addon cancellation. If a User cancels Boost or Unlimited: (a) Bonus Miles already in the Miles Wallet remain available, still subject to these guardrails; (b) the Goal bonus rate reverts from 10% to 5% for future completions; (c) if Unlimited is cancelled, the 5-Credit transfer fee resumes; (d) Daily Claim eligibility is lost.

PART 8, DAILY FREE MILES

11. Eligibility

11.1 Daily free miles are available to Users who satisfy all of the following: (a) hold an active Miles Boost or Miles Unlimited addon; (b) have PLU staked in an external wallet at Reward Level 1 (Noob, 1 PLU) or above; and (c) manually tap the "Claim" button in the Miles section each day.

12. Daily Claim Rates by Reward Level

Lvl	Name	PLU Required	Miles / Day	Miles / Month (30d)	PLUS Burned / Claim
0	No Level	0	0	0	0.000
1	Noob	1	1	30	0.001
2	Researcher	100	10	300	0.010
3	Explorer	200	20	600	0.020
4	Adventurer	300	30	900	0.030
5	Chad	1,000	40	1,200	0.040
6	Hero	2,000	50	1,500	0.050
7	Veteran	3,000	60	1,800	0.060
8	Legend	10,000	70	2,100	0.070
9	Myth	20,000	80	2,400	0.080
10	GOAT	30,000	90	2,700	0.090
11	Honey Badger	40,000	100	3,000	0.100
12	Titan	50,000	1,000	30,000	1.000

13. Burn and Claim Rules

13.1 Each Daily Claim burns PLUS tokens at 0.001 PLUS per mile claimed, deducted automatically. If the PLUS balance is insufficient, the claim fails.

13.2 Daily claims reset at midnight UTC. Claims must be made manually each day; Miles do not accumulate. Missed days are lost with no retroactive claiming. Claimed Miles are credited immediately and treated as Daily Claim Miles (no transfer restrictions). There is no annual cap. Claiming for 10 consecutive days earns a bonus badge try.

PART 9, GOALS AND BONUS MILES

14. Goal Mechanics

14.1 Users may set one active Goal at a time. There is no limit on Goal size. After completing a Goal there is a 30-day cooldown before a new Goal can be set; this cooldown is the only constraint on the number of Goals per year. Goals auto-advance as the User purchases Miles and cannot be reduced once set.

15. Bonus Rate and Reward Choice

15.1 Bonus rate: without an addon, 5% of the Goal amount, capped at 5,000 Bonus Miles per Goal; with Boost or Unlimited, 10% of the Goal amount, capped at 10,000 Bonus Miles per Goal.

Goal Size	Bonus Without Addon (5%, cap 5,000)	Bonus With Addon (10%, cap 10,000)
10,000 miles	500 miles	1,000 miles
25,000 miles	1,250 miles	2,500 miles
50,000 miles	2,500 miles	5,000 miles
100,000 miles	5,000 miles (capped)	10,000 miles (capped)
200,000 miles	5,000 miles (capped)	10,000 miles (capped)
500,000 miles	5,000 miles (capped)	10,000 miles (capped)

15.2 On completing a Goal the User chooses one reward: (a) Bonus Miles at the applicable rate (subject to the per-Goal cap), or (b) 10 Badge Tries for the badge collection system. The User cannot receive both from the same Goal.

15.3 Bonus Miles from Goals are available immediately (no lock period), are subject to the Transfer Guardrails in Part 7 when Transferred to Etihad Guest, may be used freely within the Plutus ecosystem, and expire 12 months after earning if not used or Transferred.

15.4 **Goal downgrade.** If a User downgrades their plan or cancels an addon while a Goal is in progress, the Goal remains active. Miles purchased at the previous rate count toward the Goal; new purchases are charged at the current rate. The bonus rate at the time of completion determines the bonus received.

PART 10, MONTHLY CAPS

16. Credits Cap by Plan and Addon

Plan	No Addon	With Boost (2x)	With Unlimited
Standard	100 credits	200 credits	No cap
Starter	250 credits	500 credits	No cap
Everyday	500 credits	1,000 credits	No cap
Premium	1,000 credits	2,000 credits	No cap

16.1 The monthly Credits cap applies to all credit-based purchases, including Miles and gift cards, which draw from the same cap pool.

16.2 The cap resets on the 1st of every calendar month at midnight UTC. Unused cap does not roll over.

16.3 Upgrading to a higher plan during the month increases the cap immediately; the new cap applies minus Credits already spent that month.

PART 11, MILES WALLET

17. Wallet, Expiry and Withdrawal

17.1 All Purchased, Bonus and Daily Claim Miles are stored in the User's Miles Wallet within the Plutus mobile app.

17.2 Expiry in wallet: Purchased Miles have no expiry and remain until Transferred; Daily Claim Miles have no expiry; Bonus Miles expire 12 months after being earned if not used or Transferred.

17.3 The Miles Wallet displays the total balance with a breakdown by type (purchased, bonus, daily claim) where applicable.

17.4 No withdrawal. Miles cannot be withdrawn for fiat currency. Miles may only be used within the Plutus ecosystem (gift cards, travel, additional Miles) or Transferred to Etihad Guest.

PART 12, PROHIBITED CONDUCT AND ABUSE

18. General Prohibition

18.1 Users must not engage in any conduct that exploits, manipulates or undermines the PlutusMiles programme, including:

- (a) creating multiple accounts to circumvent transfer caps, spending limits or guardrails;
- (b) using automated tools, scripts or bots to interact with the purchase, Goal or transfer systems;
- (c) exploiting bugs, errors or glitches in pricing, bonus calculations or transfer mechanics; Users who become aware of any error must report it to support@plutus.it without delay and must not exploit or benefit from it;
- (d) colluding with other Users to artificially inflate Miles balances or circumvent rules;
- (e) purchasing Miles using Credits obtained through fraudulent means, including bonus credits obtained in breach of the Credits Terms;
- (f) reselling, bartering or commercially trading Miles or Etihad Guest Miles obtained through PlutusMiles;
- (g) using PlutusMiles for money laundering, terrorist financing, sanctions evasion, fraud or any other illegal activity;
- (h) circumventing, disabling or interfering with any security, authentication or access-control mechanism; or
- (i) providing false, misleading or fraudulent information, including FFN, identity or payment details;
- (j) subscribing to, upgrading or activating any plan or add-on to obtain a discounted rate, enhanced cap, bonus or other benefit and then cancelling, downgrading, reversing or seeking a refund so as to capture that benefit without bearing the corresponding subscription cost (subscription cycling);
- (k) repeatedly using, or attempting to use, any cancellation, cooling-off, chargeback or refund mechanism to harvest discounts, bonuses, Bonus Miles or other benefits across one or more billing cycles;
- (l) farming, accumulating, converting or spending bonus credits, promotional credits, Bonus Miles, cashback or other promotional or gratuitous balances, including spending bonus credits on Miles, gift cards or other utilities, to extract value without genuine paid purchases, or to circumvent the credits spending gate, monthly caps, guardrails or any similar control;
- (m) acquiring Miles, gift cards, travel bookings, cashback or any other redemption at a discounted, bonus or promotional rate for the purpose of resale, bartering, arbitrage, cash-out or other value extraction;
- (n) exploiting or benefiting from any technical error, software bug, pricing or calculation error, race condition, processing or settlement delay, rounding behaviour, retry, duplicate or double-credit, timing window, loop or other loophole, whether or not described in these Terms, to obtain Miles, Credits, discounts, bonuses, caps or benefits not intended to be available;
- (o) structuring, splitting, timing or sequencing transactions, subscriptions, cancellations, claims, goals or transfers so as to circumvent any cap, limit, guardrail, gate, cooldown, expiry or eligibility requirement;
- (p) using, sharing, transferring, linking or controlling multiple accounts, FFNs, devices, payment instruments or staking positions in a manner designed to multiply, duplicate or circumvent entitlements; or
- (q) 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 programme, or to the detriment of Block Code Ltd, the Plutus ecosystem or other Users, including any attempt to do, or assisting any third party in doing, any of the above.

19. Credits Spending Gate, Bonus Abuse and Suspension

19.1 Credits spending gate. Miles purchases are funded by Plutus Credits. At least 90% of any Credits expenditure must come from purchased (non-bonus) credits, with a maximum of 10% from bonus credits. This rule is enforced at the Credits layer and applies to all credit-based purchases including Miles.

19.2 Bonus miles abuse. Block Code Ltd may forfeit, claw back or void Bonus Miles where the User has obtained them through exploitation of mechanics, bugs or errors; breached these Terms or the Credits Terms; or engaged in conduct Plutus reasonably determines to be abusive. Forfeiture may occur without prior notice where the breach is material.

19.3 Suspension. Plutus may suspend a User's access to PlutusMiles (purchases, transfers, daily claims) pending investigation of suspected abuse. Suspension does not affect Miles already Transferred to Etihad Guest.

19.4 Cross-utility application. This Part applies not only to Miles but across all Plutus utilities and features, including the Credits programme, Gift Cards, Travel, Cashback and any bonus credits, promotional balances, Bonus Miles or any similar feature. Conduct that exploits or games one utility to obtain a benefit in another, including farming bonus credits in one feature to spend on Miles or gift cards, is prohibited.

19.5 Consequences. Any Miles, Credits, bonus credits, gift cards, discounts, bonuses or other value obtained in breach of this Part are void and constitute a debt recoverable under Part 13. Block Code Ltd may, in addition and without limiting any other remedy, reverse the relevant transactions, forfeit or claw back the relevant balances, suspend or terminate the account, report the matter to relevant authorities, and recover the value together with its costs of doing so. Where a breach is material, these steps may be taken without prior notice.

PART 13, DEBT RECOVERY AND RIGHT OF SET-OFF

20. Right of Recovery and Methods

20.1 Where a User has obtained Miles, Credits, bonus credits, gift cards, travel bookings, cashback, promotional balances or any other benefit or value in breach of these Terms or any related Plutus terms (including the Credits Terms), or otherwise owes any amount to Block Code Ltd (including unpaid or charged-back Subscription fees and missed-period charges under clause 8.8), Block Code Ltd may recover the full amount owed (the 'Recoverable Amount') using any or all of the following methods, applied across all Plutus utilities and balances:

Method	Description
Credits balance	Deduction of the outstanding amount from the User's Credits balance.
Miles Wallet	Deduction of Miles from the Miles Wallet at the rate at which they were acquired.
Card charge	Charging any payment card saved to the account, including cards previously used for subscription payments, using Merchant Initiated Transaction (MIT) protocols.
Bonus forfeiture	Forfeiture of any remaining bonus credits or Bonus Miles in the account.
Subscription offset	Offsetting the outstanding amount against future subscription payments or credits purchases.
Invoice	Issuing a formal invoice for the outstanding amount, payable within 14 days.
Crypto wallet deduction	Recovering amounts by deducting from any crypto wallet connected to the account, including staked PLU tokens, to the extent permitted by the wallet connection agreement.
Debt collection agencies	Referral of the Recoverable Amount to one or more third-party debt collection agencies.
Credit reference agencies	Reporting of overdue amounts to credit reference agencies, which may affect the User's credit file, where permitted by law.
Legal proceedings	Commencement of legal proceedings in the courts of England and Wales to recover the Recoverable Amount together with interest and costs.

21. Notice, Authorisation and Set-Off

21.1 No notice requirement. Recovery may be initiated without prior notice where the User is in material breach. In all other cases Plutus will make reasonable efforts to notify the User before initiating recovery. Users may dispute a recovery action by contacting support@plutus.it within 7 days; Plutus will review and respond within 14 business days. If Block Code Ltd does not respond within 14 business days, the recovery action is not thereby invalidated, waived or suspended, but the User may escalate the dispute under the procedure in clause 26.3. The User's failure to dispute within the 7-day period constitutes acceptance of the recovery action.

21.2 Saved payment instruments. By saving a payment card, the User authorises Block Code Ltd to charge that card for amounts lawfully owed under these Terms, including recovery amounts arising from breach. This authorisation extends to all cards saved to the account, whether active, default or previously used for subscription or credits payments, and remains valid for as long as any amount remains owed, regardless of whether the card has been removed from the app interface. Removal of a card from the interface does not revoke the stored payment credential held by the payment processor.

21.3 Chargeback. Initiating a chargeback or payment dispute against a legitimate recovery charge is a breach of these Terms and may result in immediate account termination, forfeiture of all programme benefits and pursuit of the outstanding amount through other recovery methods or legal proceedings. Nothing in this clause affects the User's rights under applicable payment services regulations to raise genuine disputes about unauthorised transactions.

21.4 Set-off. Block Code Ltd may set off any amounts owed to it by the User against any amounts owed by Block Code Ltd to the User, including Credits balances, refunds or other entitlements.

21.5 Interest. Interest accrues on any overdue Recoverable Amount at 3% per annum above the Bank of England base rate in force from time to time, calculated daily from the date the amount fell due until payment in full, both before and after any judgment.

21.6 Costs of recovery. The User is liable for all reasonable costs and expenses incurred by Block Code Ltd in recovering any Recoverable Amount, including debt collection agency fees and commissions, credit reference and

tracing fees, administrative costs, court fees and reasonable legal fees, all of which form part of the Recoverable Amount.

21.7 Escalation. Where a Recoverable Amount remains outstanding, Block Code Ltd may escalate recovery, including by referring the debt to debt collection agencies, reporting overdue amounts to credit reference agencies (which may affect the User's ability to obtain credit) and commencing legal proceedings in the courts of England and Wales. These steps are in addition to, and do not limit, the methods in clause 20.1.

21.8 Cross-utility application. The rights in Parts 12 and 13 apply across all Plutus utilities and balances, not Miles alone. A Recoverable Amount arising in connection with any utility (including Gift Cards, Travel, Cashback, the Credits programme and any bonus credits or promotional balances) may be recovered from any balance, instrument or entitlement associated with the User's account, in any order Block Code Ltd considers appropriate.

PART 14, LIABILITY AND DISCLAIMERS

22. Third-Party and Availability Disclaimers

22.1 Plutus is not responsible for the acts, omissions, policies or programme changes of Etihad Guest or any Partner Airline, including changes to award charts, partner availability, mile expiry rules and account terms.

22.2 Plutus procures Miles through a Third-Party Miles Provider and is not responsible for delays, errors or interruptions in Miles delivery caused by that provider.

22.3 Flight availability using Etihad Guest Miles is determined by the airlines and is not guaranteed by Plutus. Miles purchased through Plutus carry the same redemption value as miles obtained through any other source.

23. Limitation of Liability

23.1 To the maximum extent permitted by applicable law, Block Code Ltd's total aggregate liability to the User in connection with PlutusMiles, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Credits spent by the User on Miles purchases in the 12 months preceding the event giving rise to the claim.

23.2 Block Code Ltd shall not be liable for any indirect, incidental, special, consequential or punitive damages, including loss of profits, data, goodwill, opportunity or business interruption, howsoever arising.

23.3 Nothing in these Terms excludes or limits Block Code Ltd's liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited by applicable law.

24. No Investment, No Warranty, Service Interruption

24.1 Miles are not an investment product, financial instrument or store of value. Miles have no cash value and cannot be exchanged for fiat currency. The purchase of Miles does not constitute an investment.

24.2 PlutusMiles is provided on an "as is" and "as available" basis during the beta period. To the maximum extent permitted by applicable law and subject to clause 23.3, Block Code Ltd makes no warranties, express or implied, regarding availability, reliability, accuracy or fitness for a particular purpose. This does not affect the User's statutory rights under the Consumer Rights Act 2015.

24.3 Block Code Ltd shall not be liable for any temporary interruption, suspension or unavailability due to maintenance, upgrades, technical issues or circumstances beyond its reasonable control. Plutus will make reasonable efforts to provide advance notice of planned maintenance where practicable.

PART 15, MODIFICATION AND TERMINATION

25. Modification, Termination and Survival

25.1 Plutus may modify these Terms, pricing, discount rates, bonus rates, daily claim rates, Goal mechanics, transfer rules, addon pricing and any other aspect of PlutusMiles at any time. Material changes will be communicated through the app or via email with reasonable notice, except during the beta period where changes may take effect immediately (see Part 26).

25.2 Termination of service. Plutus may discontinue PlutusMiles with 30 days' notice through the app and via email. On discontinuation: (a) Users have 30 days from the notice to Transfer remaining Miles (subject to the 10,000 minimum); (b) active addons will not renew after the discontinuation date and the User will not be charged for any add-on period extending beyond it; (c) Miles remaining after the 30-day window are forfeited; and (d) Plutus will use reasonable efforts to assist with pending transfers during wind-down.

25.3 Account closure. On closure of a Plutus account (voluntary or involuntary), any Miles remaining in the Miles Wallet are forfeited unless Transferred before closure. Where closure is initiated by Plutus for reasons other than fraud, breach or legal/regulatory requirement, Plutus will provide a reasonable period (not less than 14 days) for the User to Transfer their Miles first.

25.4 Survival. Parts 1, 5, 12, 13, 14, 15, 16, 17, 19, 21 and 27, together with any accrued payment, recovery or set-off obligations, survive termination or expiry of these Terms and remain in full force and effect.

25.5 Suspension (temporary). Block Code Ltd may suspend a User's access to PlutusMiles (purchases, transfers and daily claims) where it reasonably suspects a breach of these Terms (pending investigation), suspected fraud, money-laundering or sanctions concern, on regulatory direction, or while a Recoverable Amount is outstanding. During suspension the Miles Wallet remains visible but frozen and Miles are not forfeited by reason of suspension alone. Suspension does not affect Miles already Transferred to Etihad Guest (see also clause 19.3).

25.6 Termination (permanent). Block Code Ltd may terminate a User's access to PlutusMiles, or close the account, on: confirmed breach of these Terms (including Part 12); confirmed fraud, money-laundering or sanctions violation; court order or regulatory direction; chargeback abuse (clause 21.3); the User's request; or otherwise at Block Code Ltd's discretion on 30 days' notice.

25.7 Effect of termination. (a) Where termination is for confirmed fraud, money-laundering or sanctions violation, all Miles, Bonus Miles and other stored value are forfeited immediately, with no transfer window and no compensation. (b) Where termination is initiated by Block Code Ltd for any other reason, or by the User voluntarily, the User has a transfer window of not less than 14 days to Transfer Purchased Miles to Etihad Guest; Bonus Miles are forfeited to the extent the Transfer Guardrails in Part 7 cannot be satisfied, and any Miles remaining after the window are forfeited. (c) In all cases, plan and add-on Subscriptions will not renew after the termination date and no charge is made for any partial period following termination.

25.8 Reinstatement. Block Code Ltd may, at its sole discretion, reinstate a terminated or closed account. A reinstated account starts with a zero Miles balance and no carryover of any prior Miles, Bonus Miles, benefits or status.

PART 16, GOVERNING LAW AND JURISDICTION

26. Governing Law, Jurisdiction and Disputes

26.1 These Terms are governed by and construed in accordance with the laws of England and Wales.

26.2 The courts of England and Wales shall have non-exclusive jurisdiction over any dispute. The User may bring proceedings in England and Wales or, if a consumer resident in the EEA, in the courts of their country of residence.

26.3 Dispute resolution. Before any court proceedings the parties agree to attempt resolution as follows: (a) the User contacts support@plutus.it with a written description of the dispute; (b) Plutus acknowledges within 5 business days; (c) Plutus provides a substantive response within 15 business days of acknowledgement; (d) if unresolved within 30 days of the initial complaint, either party may pursue other remedies. Nothing prevents either party from seeking urgent injunctive relief.

26.4 Alternative dispute resolution. Consumers may also be entitled to use the European Commission Online Dispute Resolution platform at ec.europa.eu/consumers/odr (for EEA residents). Block Code Ltd is not currently a member of any ADR scheme but will engage in good faith with any ADR process initiated by a consumer User.

26.5 Mandatory consumer protections (EU/EEA). Where the User is a consumer habitually resident in the EU or EEA, nothing in these Terms deprives the User of the protection afforded by the mandatory provisions of the law of their country of habitual residence (Rome I Regulation Art. 6(2)), and such Users may bring proceedings in, and rely on the consumer-protection law of, their country of residence (Brussels I Recast Art. 18).

26.6 Global Users and local law. Block Code Ltd does not represent that PlutusMiles is appropriate or available in all jurisdictions. It is the User's sole responsibility to ensure that their use of PlutusMiles complies with the laws applicable to them. For Users outside the UK, EU and EEA, the courts of England and Wales have non-exclusive jurisdiction.

26.7 Class action and representative proceedings waiver. To the maximum extent permitted by applicable law: (a) any dispute, claim or controversy arising out of or relating to these Terms or PlutusMiles shall be resolved on an individual basis only, and the User waives any right to participate in, commence or be a party to any class action, collective action, group litigation order, representative action, consolidated action or any other proceeding in which claims are brought or resolved in a representative capacity on behalf of a group or class of persons; (b) this waiver applies to all claims whether in contract, tort, statute or otherwise, and whether for damages, injunctive relief, declaratory relief or any other remedy; (c) where applicable law prohibits a class action waiver (including mandatory consumer protection laws in the EEA, the UK or any other jurisdiction, and the rights of qualified entities under the EU Representative Actions Directive 2020/1828), this clause is limited to the maximum extent permitted by such law and the remaining provisions continue to apply; and (d) nothing in this clause prevents the User from bringing an individual claim in a court of competent jurisdiction or through the dispute resolution procedure in clause 26.3, or from referring an individual complaint to the Financial Ombudsman Service (UK Users) or a competent ADR entity (EU Users).

PART 17, DATA PROTECTION

27. Personal Data, Sharing and Retention

27.1 Controllers. The data controller is Block Code Ltd (for UK and Global Users) or Block Code LT UAB (for EU Users), at the registered addresses set out in these Terms. Personal data is processed in accordance with the Plutus Privacy Policy (plutus.it/legal/privacy-policy), the UK GDPR, the EU GDPR (Regulation 2016/679) and the Data Protection Act 2018.

27.2 Personal data processed. In connection with PlutusMiles, Block Code Ltd processes: the User's Etihad Guest FFN; Miles purchase history (amounts, dates, prices and discounts); Transfer history (amounts, dates, destination FFN and status); Daily Claim and streak records; Goal data; Miles Wallet balances (purchased, bonus and daily-claim); Subscription and add-on status; Reward Level and staking data; and payment-instrument tokens (card tokens held by the payment processor, not full card numbers).

27.3 Legal bases. Block Code Ltd relies on contractual necessity (Art. 6(1)(b)) for purchase processing, Transfer fulfilment, Wallet management and Subscription billing; legitimate interests (Art. 6(1)(f)) for fraud prevention, anti-gaming monitoring, debt recovery and analytics; and legal obligation (Art. 6(1)(c)) for anti-money-laundering, tax reporting and regulatory requests.

27.4 Recipients and sharing. Block Code Ltd shares personal data only as necessary: with the Third-Party Miles Provider (FFN and Transfer amount, for fulfilment); with the payment processor Checkout.com (card tokenisation and Merchant Initiated Transaction charges); with debt collection and credit reference agencies (only where recovery is

escalated under Part 13); and with law enforcement or regulators as required by law.

27.5 Retention. Personal data is retained for the duration of the account and, after closure, for six years (consistent with statutory limitation, tax and audit requirements); Daily Claim records for 12 months; and Transfer records for the period required as an audit trail. Specific periods are set out in the Privacy Policy.

27.6 Your rights. Subject to legal retention obligations and any outstanding Recoverable Amount, the User has the right to access, rectify, erase or port their personal data and to restrict or object to processing, and may lodge a complaint with the Information Commissioner's Office (UK) or their national supervisory authority (EU/EEA). An erasure request does not extinguish any debt owed to Block Code Ltd or terminate these Terms.

27.7 Further information. For full details of how Block Code Ltd processes personal data, including international transfers and security measures, see the Plutus Privacy Policy at plutus.it/legal/privacy-policy.

PART 18, INTELLECTUAL PROPERTY

28. Ownership, Licence and Marks

28.1 All intellectual property rights in PlutusMiles, including software, design, branding, trademarks, service marks, logos and content, belong to Block Code Ltd or its licensors. Nothing in these Terms grants the User any rights in such intellectual property except as expressly stated.

28.2 The User is granted a limited, non-exclusive, non-transferable, revocable licence to use PlutusMiles for personal, non-commercial purposes only. The User must not: (a) copy, modify, reverse-engineer, decompile or disassemble any part of the PlutusMiles service; (b) create derivative works based on it; (c) use Block Code Ltd's or Plutus's name, logo or branding without prior written consent; or (d) distribute or otherwise commercially exploit any part of PlutusMiles.

28.3 "Etihad Guest" and related marks are trademarks of Etihad Airways PJSC. Plutus's use of such marks is descriptive only and does not imply endorsement, sponsorship or affiliation beyond the existing commercial relationship.

PART 19, INDEMNIFICATION

29. User Indemnity

29.1 To the maximum extent permitted by applicable law, the User shall indemnify, defend and hold harmless Block Code Ltd, its subsidiaries (Block Code LT UAB and Block Code WP UAB) and their respective officers, directors, employees and agents from and against all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees and costs of investigation) arising out of or in connection with: (a) the User's breach of any provision of these Terms; (b) the User's fraudulent, negligent or illegal conduct; (c) any chargeback, payment dispute or reversal initiated by the User against a legitimate charge; (d) any third-party claim arising from the User's use of Miles or Etihad Guest Miles obtained through PlutusMiles; (e) the User's failure to comply with applicable laws, including anti-money-laundering, sanctions and tax obligations; and (f) any recovery costs incurred by Block Code Ltd under Part 13. This indemnity does not apply to the extent the relevant claim, loss or damage arises directly from Block Code Ltd's own negligence, wilful misconduct, fraud or material breach of these Terms.

PART 20, FORCE MAJEURE

30. Force Majeure

30.1 Force majeure events. Neither party is liable for any failure or delay in performing its obligations to the extent caused by any event beyond its reasonable control, including: acts of God, natural disasters, pandemics or epidemics, fire, flood, earthquake or storm; war, terrorism, civil unrest, government action, sanctions or embargoes; cyberattack, ransomware, denial-of-service attack or data breach affecting infrastructure; failure, interruption or discontinuation of the Third-Party Miles Provider; changes to, or suspension or termination of, the Etihad Guest programme, award charts, partner availability or redemption rules by Etihad Airways or any Partner Airline; outage of the payment processor (Checkout.com); blockchain network congestion or failure affecting PLUS token burns; regulatory action, court orders or legislative change; and failure of power, internet, telecommunications or other utilities.

30.2 Effect. The affected party's obligations are suspended, not extinguished, for the duration of the event, and it will notify the other party as soon as reasonably practicable by email or in-app notification. Force majeure does not excuse an obligation that can still be performed (for example, displaying Wallet balances or processing a Subscription cancellation).

30.3 Prolonged events. Where a force majeure event prevents Block Code Ltd from providing the Miles service for more than 60 continuous days, Block Code Ltd may continue the suspension on further notice or terminate the Miles programme on 30 days' written notice. On such termination the User will be given a transfer window of not less than 14 days to Transfer Miles held in the Miles Wallet before forfeiture.

PART 21, GENERAL PROVISIONS

31. General

31.1 Entire agreement. These Terms, together with the Plutus General Terms and Conditions, the Plutus Credits Terms of Use, the Plutus Privacy Policy and the Plutus Features Specification, constitute the entire agreement between Block Code Ltd and the User in relation to PlutusMiles, and supersede all prior representations, agreements, negotiations and understandings (whether written or oral) relating to PlutusMiles. Nothing in this clause limits liability for fraudulent misrepresentation.

31.2 Severability. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be severed and the remaining provisions continue in full force and effect. Where possible, the invalid provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable while preserving its original intent.

31.3 Waiver. No failure or delay by Block Code Ltd in exercising any right, power or remedy operates as a waiver of it, and no single or partial exercise prevents any further exercise of that or any other right, power or remedy. A delay in enforcing, or a past practice of not enforcing, any provision does not waive the right to enforce it subsequently. The rights and remedies in these Terms are cumulative and not exclusive of any provided by law. Any express waiver must be in writing and signed by Block Code Ltd.

31.4 Assignment. Block Code Ltd may assign, novate, subcontract or transfer any or all of its rights and obligations under these Terms to any Group company, successor entity or acquirer of all or substantially all of its assets, without the User's consent, provided this does not materially adversely affect the User's rights under these Terms. The User may not assign, novate or transfer any rights or obligations under these Terms, and any purported assignment by the User is void.

31.5 Third-party rights. No person other than the User and Block Code Ltd (and its subsidiaries) has any right under the Contracts (Rights of Third Parties) Act 1999, or equivalent legislation in any jurisdiction, to enforce any provision of these Terms. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

31.6 Notices. Notices from Block Code Ltd to the User may be given by email to the registered email address, by in-app notification or by posting on the Plutus website, and are deemed received immediately if by in-app notification, 24 hours after sending if by email, and 48 hours after posting if by website. Notices from the User to Block Code Ltd must be sent to support@plutus.it; notice given to any other channel (including social media) is not valid. The User is responsible for keeping their registered email address current, and failure to receive a notice due to an outdated address does not invalidate it.

PART 22, VALUE ADDED TAX

32. VAT Treatment of Plutus Miles

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

32.1 Block Code Ltd does not charge VAT on the purchase price of Plutus Miles. Miles are classified as multi-purpose vouchers (MPVs) under EU Voucher Directive 2016/1065 and UK Schedule 10A VATA 1994 (Finance Act 2019). VAT on MPVs is not chargeable at issuance; VAT liability arises at redemption on the underlying Etihad Guest supply and is borne by the relevant supplier.

32.2 Block Code Ltd has obtained formal legal and tax guidance from qualified advisers in England and Wales and in Lithuania confirming the MPV classification, consistent with ECJ case law including C-40/09, C-520/10 and C-585/20, and with HMRC Notice 700/7 and HMRC manual VATSC11220. This guidance is on file and available to competent authorities on request.

32.3 Block Code Ltd is registered for VAT in the UK (474482465); Block Code LT UAB is registered for VAT in Lithuania. The issuance of Miles does not constitute a supply of services for EU OSS reporting purposes. Block Code Ltd will not issue a VAT invoice for Miles purchases.

PART 23, SEPARATION FROM CRYPTO ASSET PRODUCTS

33. No Association with Crypto Assets or Digital Tokens

33.1 Plutus Miles 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.

33.2 The purchase, holding and Transfer of Miles involves no blockchain transaction, smart contract or distributed ledger interaction. Miles exist solely as a prepaid balance record within Block Code Ltd's proprietary closed application environment.

33.3 Block Code Ltd and other Group companies operate other products involving crypto assets (including PLU and PLUS tokens) under separate terms. The PLUS burn associated with Daily Claims is a separate token mechanism governed by separate terms and does not cause Miles to be, or to interact with, a crypto asset.

33.4 MiCA (EU 2023/1114), the UK cryptoasset financial promotion regime (FPO 2005 as amended 2023) and equivalent frameworks do not apply to Plutus Miles. Users should form no expectation of financial return or market price movement; Miles carry no investment characteristics.

PART 24, CONTACT

34. Contact and Complaints

34.1 For all queries, disputes and support requests relating to PlutusMiles: **support@plutus.it**. Address: Block Code Ltd, Hurlingham Studios, Ranelagh Gardens, London SW6 3PA, United Kingdom. Block Code Ltd responds within 15 business days. UK Users may refer unresolved complaints to the Financial Ombudsman Service where applicable; EU Users to the competent ADR entity in their member state or ec.europa.eu/odr.

PART 25, RELATIONSHIP TO OTHER TERMS, PLATFORM EVOLUTION AND PRECEDENCE

35. Relationship, Platform Evolution, Precedence and Supplemental Application

35.1 These Terms supplement, and are to be read together with, the Plutus General Terms and Conditions, the Plutus Credits Terms of Use, the Plutus Privacy Policy and the Plutus Features Specification. The Plutus platform is a single, integrated and continuously evolving product. PlutusMiles is the second utility to go live and is directly connected to the User's subscription plan and Reward Level, which determine the User's daily and monthly bonuses, discounts, caps and entitlements across all Plutus utilities (including Credits, Gift Cards, Cashback, the forthcoming Travel utility and any future utility). Because these utilities share common subscription, plan, Reward Level, bonus, anti-abuse and recovery mechanics, certain provisions of these Terms necessarily operate platform-wide and not for Miles alone. Those provisions are set out in these Terms openly and prominently, as a transparent statement of the current governing position as each utility goes live; they reflect the ordinary evolution of an integrated platform and do not reduce, and are not intended to reduce, any right the User holds under any other Plutus terms or under mandatory law. The basis on which these provisions apply, and the order of precedence, are set out in clauses 35.5 to 35.7.

35.2 The provisions covering prohibited conduct (Part 12), debt recovery and set-off (Part 13), Subscription billing and non-refundability (Part 5), and product evolution and no-refund (clause 35.4) apply platform-wide across all Plutus utilities and features, including the Credits programme, Gift Cards, Travel, Cashback and any bonus credits, promotional balances, Bonus Miles or any similar feature, as well as any future services. To the extent permitted by law these provisions are incorporated by reference into the Plutus General Terms and each utility-specific terms document, and govern conduct, abuse, forfeiture and recovery in connection with any such utility or feature, not Miles alone.

35.3 Use of Etihad Guest Miles after Transfer is subject to the Etihad Guest Terms and Conditions (etihadguest.com). Plutus has no control over and accepts no responsibility for Etihad Guest's terms, policies or programme changes.

35.4 Product Evolution, Feature Changes and No-Refund Principle.

(a) **Nature of the Plutus platform.** The Plutus platform is a living, evolving digital product. Features, utilities, interfaces, pricing, reward structures, partner integrations, card programmes, banking services and all other aspects of the platform are subject to continuous development, modification, improvement, suspension and discontinuation as part of the normal operation of a technology business. This is inherent to the nature of the product and is reflected in the pricing of all Plutus services.

(b) **No right to a static product.** By using any Plutus service (including PlutusMiles, Plutus Credits, Gift Cards, Travel, Cashback, card services, staking and any future utility), the User acknowledges and agrees that: (i) Plutus is not obligated to maintain any specific feature, utility, integration, partner relationship, card programme, reward rate, discount tier, pricing level or product capability at any point in time or for any duration; (ii) the modification, suspension or discontinuation of any feature or utility (including the termination of a card programme, the withdrawal of a partner integration, the adjustment of reward rates, the discontinuation of a product line, or the evolution of the platform in any way) does not constitute a breach of contract, a defect in the product, a failure to perform, or grounds for any refund, credit, compensation, claim or cause of action; (iii) subscription fees, add-on fees, card issuance fees and any other charges paid to Plutus are consideration for access to the platform as it exists at the time of payment, and the User is not entitled to a refund or credit if the platform subsequently changes, regardless of how material the change may be; (iv) the User has no contractual right to the continuation of any specific feature, partner airline, card issuer relationship, banking provider, reward level, perk, cashback offer, gift card brand, travel partner or any other aspect of the Plutus ecosystem; and (v) where Plutus provides advance notice of a material change (which it endeavours to do but is not obligated to do except where required by law), the User's continued use of the platform after the change constitutes acceptance.

(c) **Retrospective claims prohibited.** The User may not bring any claim, whether in contract, tort, statute, consumer protection law, small claims court, county court or any other forum, seeking a refund, credit, compensation or damages based on: (i) the modification, suspension or discontinuation of any feature or utility that occurred after the User's purchase, subscription or payment; (ii) the evolution of the platform in a direction the User did not anticipate, prefer or agree with; (iii) the termination of a third-party relationship (including but not limited to card issuers, banking providers, payment processors, airline partners, gift card suppliers, travel partners or any other integration) that results in the unavailability of a previously available feature; (iv) changes to reward rates, discount tiers, cashback offers, perk values, staking yields or any other variable benefit; (v) the release of a newer, different or improved version of a feature that supersedes or replaces a prior version; or (vi) any other change to the platform that the User claims reduces the value, utility or attractiveness of their subscription, purchase or stored balance.

(d) **Statutory rights preserved.** Nothing in this clause excludes or limits any right that cannot be excluded or limited under the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the EU Consumer Rights Directive 2011/83/EU or equivalent mandatory consumer protection legislation in the User's jurisdiction. Where a statutory right applies despite this clause, the User's remedy is limited to the statutory minimum required by applicable law.

(e) **Application to all Plutus products.** This clause applies to every Plutus product, utility and feature, including but not limited to: PlutusMiles, Plutus Credits, Gift Cards, Travel, Cashback, PLU and PLUS tokens (to the extent governed by Plutus terms), card programmes (including physical, virtual and metal cards), staking and Reward Levels, subscriptions and add-ons, perks, referral programmes, badge collections, and any future product or feature. It is incorporated by reference into every Plutus terms document, including the General Terms and Conditions, the Credits Terms, the Gift Card Terms, the Travel Terms, the Cashback Terms and any future product-specific terms.

(f) **Metal cards and limited-edition products.** Physical products (including metal cards, branded merchandise and any limited-edition or special-release items) are sold as-is at the time of purchase. The User acknowledges that: (i) the features, benefits and integrations available at the time of purchase may change or be discontinued after purchase; (ii) the physical product itself (card or merchandise) is non-refundable once dispatched, regardless of subsequent feature changes; (iii) the purchase price reflects the physical product and the benefits available at the time of purchase, not a guarantee of future benefits; and (iv) Block Code Ltd is not obligated to replace, upgrade, refund or compensate for any physical product if the associated digital features subsequently change or are discontinued.

(g) **Small claims and court proceedings.** Where the User brings court proceedings (including small claims) against Block Code Ltd in respect of a claim prohibited by this clause, Block Code Ltd reserves the right to: (i) apply to have the claim struck out as disclosing no reasonable cause of action; (ii) recover its reasonable legal costs from the User to the extent permitted by applicable procedural rules (including costs on the indemnity basis where the claim is found to be without merit); (iii) counterclaim for any costs, losses or damages arising from the vexatious or meritless nature of the claim; and (iv) set off any costs award against any balance, stored value or entitlement held by the User within the Plutus platform. Nothing in this clause prevents the User from bringing a legitimate claim under applicable consumer protection law, provided the claim is based on a breach of a right that cannot be excluded under mandatory law and not on the evolution, modification or discontinuation of platform features.

35.5 Order of precedence and supersession.

(a) **Platform-wide provisions supersede earlier terms.** The provisions of these Terms that operate platform-wide - Subscription billing and non-refundability (Part 5), prohibited conduct and abuse (Part 12), debt recovery and set-off

(Part 13), and product evolution and no-refund (clause 35.4) - state the current and governing position across all Plutus utilities. To the extent of any conflict or inconsistency with an earlier or other provision dealing with the same subject matter in the Plutus General Terms and Conditions, the Plutus Credits Terms of Use, or any other or prior Plutus terms, these Terms prevail and supersede that earlier provision across all Plutus utilities, and not in respect of Miles alone.

(b) **Miles-specific provisions.** In respect of all other provisions of these Terms, these Terms prevail over any conflicting provision in any other Plutus terms only to the extent of the conflict and only in respect of PlutusMiles.

(c) **All other matters preserved.** In all other respects, and for all matters not governed by these Terms, the Plutus General Terms and Conditions, the Plutus Credits Terms of Use and all other Plutus terms continue in full force and effect and are neither diminished nor superseded.

(d) **Mandatory and more-favourable protections prevail.** Nothing in this clause removes, excludes or reduces any mandatory statutory protection, or any more favourable consumer protection contained in another Plutus terms document; to the extent any such protection would otherwise be reduced, the more favourable provision prevails and this clause is read down accordingly.

35.6 Pre-allocation of benefits across utilities. Subscription plans and add-ons unlock and pre-allocate to the User, at the start of each billing cycle, a single bundle of benefits that spans the Plutus platform. Depending on the User's plan, Reward Level and active utilities, these pre-allocated benefits include (without limitation): bonus credits and promotional balances; badge and collection unlocks; daily and monthly miles bonuses and Daily Claim eligibility; enhanced Credits discount rates and discounted Miles pricing; increased or removed monthly caps; Goal bonus rates; and allocated per-customer discounts across utilities, including Gift Card, Cashback and (where live) Travel and hotel discounts. These benefits are reserved for the User and made available for use in full from the first moment of the cycle, and are provided and consumed continuously while the plan is active. The consideration for the subscription fee is the availability and reservation of that pre-allocated bundle for the cycle, and not the User's actual usage of any individual benefit. Because the benefits are issued and made available up front and across utilities, they cannot be unwound part-way through a cycle, and the fee for that cycle is earned in full when the cycle begins; this is the basis for the non-refundability of Subscription fees in clause 8.6 and applies platform-wide. This clause is subject to the mandatory consumer rights savings in clauses 8.10 and 35.5(d).

35.7 Fairness, transparency and legitimate interests. The platform-wide provisions identified in clause 35.5(a) are intended to be, and are to be construed as, fair, transparent and proportionate.

(a) **Transparency and prominence.** They are drafted in plain and intelligible language and are presented prominently as significant terms, so that the average consumer is, and is treated as being, aware of them; the User is asked to read Parts 5, 12 and 13 and clauses 35.4 to 35.7 carefully before subscribing or transacting.

(b) **Legitimate interests and proportionality.** They pursue the legitimate interests of Block Code Ltd and of Users generally, namely protecting the integrity, security and financial sustainability of an interconnected rewards and benefits economy, preventing fraud and abuse, and enabling the platform to evolve and to add new utilities; and they are no wider than reasonably necessary to protect those interests.

(c) **Consideration.** They are reflected in, and form part of the consideration for, the pricing of Plutus subscriptions and services, which is set on the basis that benefits are pre-allocated and that the platform evolves as described in clauses 35.1 and 35.6.

(d) **Mandatory rights unaffected.** They do not exclude or limit any right that cannot be excluded under applicable law, including under the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Unfair Contract Terms Directive 93/13/EEC and the EU Consumer Rights Directive 2011/83/EU, and do not affect liability for death or personal injury caused by negligence, or for fraud (see clause 23.3).

(e) **Anchored at platform level.** These provisions are also incorporated into the Plutus General Terms and Conditions and each utility-specific terms document under clause 35.2, so that they are anchored at platform level and not asserted from within these Terms alone. Where any part of this framework is found to be unfair or unenforceable, it is severed or read down under clause 31.2 to the minimum extent necessary, and the remainder continues in full force and effect.

PART 26, BETA PROGRAMME

36. Beta Programme and Initial Launch Period

36.1 Beta status. PlutusMiles is released as Version 6.9 and is, and throughout the initial launch period will remain, a beta programme (the "Beta Period"). The product is a work in progress which Block Code Ltd will continue to develop, iterate and improve on an ongoing basis. References in these Terms to the "beta period" mean the Beta Period as defined in this clause.

36.2 Duration of the Beta Period. The Beta Period continues until Block Code Ltd officially announces its conclusion, together with the finalised economics model and feature set for PlutusMiles. Until that announcement is made by Block Code Ltd, every aspect of PlutusMiles set out in these Terms is provisional, remains under active development, and is subject to ongoing change, and improvement of the programme will remain continuous and ongoing throughout.

36.3 Changes during the Beta Period. Because PlutusMiles remains under active development as a work in progress, Block Code Ltd may at any time introduce, modify, restrict, suspend, add or remove any aspect of the programme, including features, the base price, plan and add-on discount rates, the combined discount cap, bonus rates, daily claim rates, Reward Levels, Goal mechanics, transfer rules, caps, guardrails, fees and add-on benefits. Save as provided in clause 36.4, any such change may take effect without prior notice as the product is iterated and improved, and the making of any such change does not constitute a breach of these Terms.

36.4 Discretionary notice and prioritisation of safety. Where a change during the Beta Period is material, Block Code Ltd will endeavour to provide reasonable prior notice through the app or by email where practicable. The provision of any such notice is at the discretion of Block Code Ltd and the absence of notice does not constitute a breach of these Terms. In deciding whether and how to provide notice, and in making any change, Block Code Ltd will act so as to protect and prioritise the safety, security, integrity and long-term viability of the Plutus ecosystem, Block Code Ltd and its customers.

36.5 Beta User acknowledgements. Beta Users acknowledge that (a) the service may contain bugs or errors; (b) features may be added, modified or removed at any time; (c) pricing and rates are indicative and subject to change; and (d) to the maximum extent permitted by applicable law, Block Code Ltd accepts no liability for any loss arising from changes made during the Beta Period, save to the extent such liability cannot be excluded under applicable law (see clause 23.3); and (e) participation in the beta does not guarantee access to any full public release.

36.6 Conclusion or termination. Block Code Ltd may conclude or terminate the Beta Programme at any time on 30 days' notice. On conclusion or termination, all unused Miles remain in the User's Miles Wallet subject to the standard expiry terms and the transfer provisions in Part 15.

36.7 Feedback. Feedback provided during the Beta Period may be used by Block Code Ltd without compensation or attribution. The User grants Block Code Ltd a non-exclusive, royalty-free, worldwide, perpetual licence to use, reproduce, modify and incorporate any feedback, suggestions or ideas provided in connection with the Beta Programme.

36.8 Material benefit reductions. Where a change during the Beta Period materially reduces a User's existing benefits (such as reducing discount rates or increasing fees), Block Code Ltd will provide at least 14 days' advance notice where practicable. This notice obligation does not apply where the change is (a) required by law, regulation or court order; (b) necessary for security, fraud prevention or system integrity; (c) required by Etihad Guest, a Partner Airline or the Third-Party Miles Provider; or (d) a correction of a technical error.

PART 27, NATURE, STATUS AND CLASSIFICATION OF MILES

37. What Plutus Miles Are and Are Not

37.1 Nature. Miles are a pre-paid digital entitlement, held as a balance in the Miles Wallet, to acquire third-party airline loyalty miles issued by Etihad Airways PJSC under the Etihad Guest programme. Miles are a proprietary product of Block Code Ltd and confer no right, title or interest in any underlying asset, fund, currency or financial instrument.

37.2 Third-party fulfilled and transferable. Miles are issued by Block Code Ltd as digital entitlements within the Plutus platform, and are not a Plutus-only or closed-loop balance. They represent an entitlement which, on a Transfer initiated by the User, is fulfilled by delivery as Etihad Guest miles into the User's own Etihad Guest account and thereafter becomes usable within the Etihad Guest programme. Transfers may be made only to the User's own linked FFN and are subject to Parts 6 and 7.

37.3 Partner Airlines and future partners. Once transferred to Etihad Guest, Miles may be redeemed for flights and related redemptions across the Etihad Guest partner airlines (the 'Partner Airlines'), being 27 Partner Airlines (including Etihad Airways) at the V6.9 launch. The current Partner Airlines are those published within the Plutus Application and by Etihad Guest from time to time. Block Code Ltd and/or Etihad Guest may add or remove Partner Airlines at any time. Partner Airlines added after the date of these Terms fall under these Terms without further amendment, and may not be separately listed, unless Block Code Ltd specifies separate terms for a particular airline or redemption.

37.4 Not electronic money. Miles are not electronic money under the UK Electronic Money Regulations 2011, EU EMD2 or equivalent Lithuanian legislation. No electronic money institution authorisation is required or held in respect of Miles.

37.5 Not a payment instrument; limited-range exclusion. Miles are not a payment instrument under the UK Payment Services Regulations 2017, EU PSD2 or Lithuanian payment law and may not be used to make payment to any third party. Miles fall within the limited-network and limited-range-of-services exclusion (EMD2 Art. 1(5)(b); PSD2 Art. 3(k) and Annex I; UK PSR 2017 Schedule 1) because they may be used only to obtain a limited range of services, namely air travel and related loyalty redemptions, within the defined Etihad Guest partner network.

37.6 Not a financial instrument or specified investment. Miles are not a specified investment, security, deposit, collective investment scheme or other regulated financial product under the Financial Services and Markets Act 2000 or equivalent law. No FCA authorisation is required for Miles and no Financial Services Compensation Scheme protection applies.

37.7 Not a crypto asset. Miles are not a cryptocurrency, crypto asset, asset-referenced token, e-money token, utility token or other digital or blockchain-based instrument, and do not fall within EU Regulation 2023/1114 (MiCA) or the UK cryptoasset financial promotion regime. The purchase, holding and Transfer of Miles involves no blockchain transaction; the separate PLUS burn associated with Daily Claims (Part 8) does not cause Miles to be, or to interact with, a crypto asset (see Part 23).

37.8 Not currency; no cash value. Miles are not currency, legal tender or a representation of monetary value. Within Plutus, Miles have no cash value, cannot be exchanged or redeemed for cash, fiat currency, Credits, PLUS, PLU or any other instrument of value, and may only be Transferred to Etihad Guest as set out in these Terms.

37.9 VAT treatment. Miles are treated as multi-purpose vouchers (MPVs) under EU Voucher Directive 2016/1065 and UK Schedule 10A VATA 1994; no VAT arises at issuance and VAT (if any) arises on the underlying supply at redemption. See Part 22.

37.10 Proprietary product. Miles are a proprietary product of Block Code Ltd, which may modify, restrict, suspend or discontinue Miles in accordance with Part 15 and, during the Beta Period, Part 26. The classifications in this Part are supported by legal guidance obtained by Block Code Ltd and available to competent authorities on request.

SCHEDULE 1, VERSION HISTORY, KEY PARAMETERS AND EXEMPTIONS

Version History

Version	Date	Summary
6.9	12 June 2026	Initial release of the Plutus Miles Terms of Use. Full legal set: definitions, purchases, pricing and discounts, add-ons, transfers and guardrails, daily claims, goals, monthly caps, wallet, prohibited conduct, debt recovery, liability, modification, governing law, data protection, IP, indemnification, force majeure and general provisions. Plutus legal template applied: sans-serif navy title, accent-blue subtitle and section rules, solid navy/brown front-page notice boxes, running header and centred footer. Subscription billing, non-refundability (pre-allocated benefits), missed-period back-charge, expanded anti-gaming, strengthened cross-utility debt recovery (interest, costs, escalation) a Nature, Status and Classification part (Part 27), and a legal-completeness pass (expanded data protection, force majeure, governing law with Rome I, suspension/termination, indemnity, general provisions and beta disclaimer), and a platform-wide product-evolution and no-refund clause (35.4), a class-action and representative-proceedings waiver (26.7) and dispute-deadline and classification wording fixes, and a platform evolution, pre-allocation-of-benefits, fairness/transparency and two-tier order-of-precedence and supersession framework (clauses 35.1 and 35.5 to 35.7), and Annex A, a formal dated amendment incorporating the platform-wide provisions into the Plutus General Terms and Conditions and the Plutus Credits Terms of Use, added in this release.

Version numbering note: Versions 1.0 to 6.8 were internal drafting, legal and compliance revisions prepared by the Block Code Ltd legal and compliance team and were not published to Users. Version 6.9 is the first externally published version of the Plutus Miles Terms of Use and consolidates all prior internal revisions. The effective date of this published version is 12 June 2026.

Key Parameters

Item	Details
Base price per mile	0.05 credits
Maximum discount	61% (Premium + Unlimited)
Boost add-on	4.99 per month; +5% off plan price; 2x cap; 10% Goal bonus
Unlimited add-on	14.99 per month; +22% off plan price; no cap; 10% Goal bonus; free transfers; standalone
Premium + Unlimited per 10,000 miles	195.00 credits
Transfer fee / minimum	5 credits (free with Unlimited) / 10,000 miles
Goal bonus	5% (cap 5,000) without add-on; 10% (cap 10,000) with add-on; 30-day cooldown; no size or annual limit
Bonus miles controls	No lock; 10,000/month transfer cap; 20% per-transfer guardrail; 12-month expiry
Daily claims	No annual cap; 0.001 PLUS burned per mile; requires add-on + PLU staking at Reward Level 1+
Add-ons per account	One at a time (Unlimited cancels Boost); Unlimited does not require Boost
Subscriptions	All plans and add-ons auto-renew; non-refundable once a billing cycle begins (benefits pre-allocated across utilities); opt out in-app (Settings or PlutusAI) before renewal; non-use is not cancellation; missed periods chargeable
Debt recovery	Multi-method set-off across all utilities (credits, miles, saved cards via MIT, bonus forfeiture, crypto wallet, collections, credit reference agencies, legal proceedings); interest 3% above BoE base; recovery costs borne by User

Classification	Third-party transferable Etihad Guest miles; NOT e-money, payment instrument, FSMA investment, MiCA crypto asset or currency; limited-range exemption; MPV for VAT (Part 27)
Governing Law	England and Wales (primary) for all Users; mandatory consumer protections of the User's jurisdiction apply concurrently
Crypto Asset Separation	Miles are NOT crypto assets. MiCA and UK cryptoasset FPO regime do not apply. No blockchain interaction. Legal guidance on file
Key UK Exemptions	PSR 2017 Sch.1; EMR 2011; Schedule 10A VATA 1994; FSMA 2000; FPO 2005 as amended; Consumer Rights Act 2015
Key EU Exemptions	EMD2 Art. 1(5)(b); PSD2 Annex I; Voucher Directive 2016/1065 Art. 30b (MPV); AMLD5 Art. 12; MiCA EU 2023/1114 (NOT applicable); CRD Art. 16(m)
Next Review	June 2027 or upon material regulatory change

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PLUTUS MILES

Supplemental Legal Clauses

Version 6.9 | 12th June 2026 | Block Code Ltd (reg. 09674279)

These supplemental clauses form part of and are incorporated into the Plutus Miles Terms of Use V6.9. 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, DYNAMIC LIMITS AND RATES

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 do not constitute a breach of these Terms.

PART A, DAILY CLAIMS, REWARD LEVELS AND DYNAMIC RATES

A.1 Purpose and Legal Basis. Block Code Ltd applies Daily Claim rates, Reward Level thresholds and earning mechanics for the following independent and individually sufficient reasons: security and fraud prevention; anti-money laundering and counter-terrorist financing; supply and demand management of Third-Party Miles Provider inventory; system integrity and long-term commercial viability; and regulatory compliance.

A.2 Dynamic Daily Claim Rates. Block Code Ltd may modify Daily Claim rates, Reward Level thresholds, PLUS burn costs, eligibility criteria and all other aspects of the Daily Claims system. Material changes are notified with reasonable notice where practicable, or immediately during beta. No User has a contractual right to any specific claim rate.

A.3 Real-Time Reward Level Recalculation. Reward Levels are recalculated in real time from current PLU staking. Changes take effect immediately and without advance notice.

A.4 Stake Reduction and Slashing. If a User's PLU stake is reduced, slashed or transferred, the Reward Level decreases immediately and any rights or entitlements tied to the previous level are lost immediately.

A.5 No User Rights. Users have no right to any specific Daily Claim rate, Reward Level, maintenance of eligibility, advance notice of rate changes, compensation for reductions, or continued access if staking drops or the add-on lapses.

A.6 Modification and Discontinuation. Block Code Ltd may discontinue Daily Claims entirely at any time without notice. On discontinuation no further claims may be made and no compensation or alternative is provided. Nothing in this Part excludes any statutory right that cannot be waived under the Consumer Rights Act 2015 or equivalent mandatory EU consumer legislation.

PART B, PLATFORM FUNCTIONALITY, FEATURE AVAILABILITY AND TRANSFER MECHANICS

B.1 Purchase Mechanics. The mechanics by which Users purchase Miles 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 purchase;
- the payment methods accepted and the currencies in which Miles may be priced;
- the minimum and maximum purchase amounts and available package sizes per transaction;
- the regions in which Miles may be purchased;
- any bonus tier displays, savings calculators or promotional content; and
- the timing and method by which purchased Miles are credited following payment.

B.2 Transfer Mechanics. The mechanics by which Users Transfer Miles to Etihad Guest are determined entirely by Block Code Ltd, which may at any time and without prior notice modify:

- the Transfer flow, user interface and steps required;
- the minimum Transfer amount (currently 10,000) and any maximum per transaction;
- the Processing Fee (currently 5 Credits, waived for Unlimited);
- the settlement timeline (currently typically within 2 hours, maximum 48 hours); and
- the method and timing of notifying the User of Transfer completion.

B.3 No Guarantee of Feature Availability. Block Code Ltd does not guarantee the continuous availability of any specific feature, interface element, package size, Transfer option or discount. Features may be withdrawn, modified or temporarily unavailable without notice, and no claim arises as a result.

B.4 Regional Availability. Availability of specific packages, purchase amounts, Transfer options and features may vary by region and User location. Block Code Ltd may restrict, expand or modify regional availability at any time without notice.

B.5 Third-Party Integration Risk. Block Code Ltd relies on third-party partners (payment processors, the Third-Party Miles Provider, Etihad Guest systems, cloud infrastructure). If any third party experiences outages, changes services or discontinues operations, Miles functionality may be interrupted. Block Code Ltd has no liability for third-party failures.

PART C, GOALS, BADGES AND COLLECTIBLE REWARDS PROGRAMME

C.1 Nature of the Programme. Block Code Ltd operates a discretionary Goals and collectible rewards programme as a gratuitous feature designed to reward and engage active Users. Goal completion may award Bonus Miles or Badge Tries; Badge Tries provide entries into a weighted randomised collectible selection process whose parameters are set by Block Code Ltd at its absolute discretion.

C.2 Gratuitous Awards, Legal Status. Bonus Miles and any collectible awards are gratuitous, are not consideration for any payment, and are not refundable. They form part of the User's balance and are subject to all provisions of these Terms including expiry, guardrails, non-transferability and restrictions on conversion. They are not guaranteed; any given outcome may be nil. Such 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.

C.3 Badges and Collectibles, Legal Status. Badges and collectibles have no monetary value, no redemption value and no transferable value. They are not tradeable, transferable or assignable; are not crypto assets, NFTs, digital assets or blockchain-based instruments; and do not represent ownership of any underlying asset. Where Block Code Ltd designates a collection as carrying associated in-app benefits, those benefits are discretionary, not guaranteed, and may be withdrawn or modified at any time. Badges may be removed, modified or retired at any time without notice or compensation.

C.4 Modification and Discontinuation. Block Code Ltd may modify, restrict, suspend or permanently discontinue the Goals programme, any reward structure, any badge, any rarity tier, any threshold, or any other aspect at any time without prior notice. Such modification does not constitute a breach, does not give rise to any right to compensation, refund or alternative award, and does not affect awards already credited (which remain subject to standard Miles terms including expiry).

C.5 No Rights or Claims. Users have no right to receive any specific reward, badge or collectible; to receive an award of any specific value or on any specific transaction; to the continuation of the programme; or to compensation arising from any aspect of the programme or its modification or discontinuation. Nothing in this Part excludes any statutory right that cannot be waived under mandatory consumer protection law.

DOCUMENT CONTROL

Item	Details
Document	Plutus Miles, Supplemental Legal Clauses V6.9
Incorporated Into	Plutus Miles Terms of Use V6.9 (12 June 2026)
Effective Date	12 June 2026
Issuing Entity	Block Code Ltd (reg. 09674279) and Block Code LT UAB (reg. 305848086)

Key Principle, Daily Claims	Dynamic. No fixed rate guaranteed. No advance notice required in defined cases. No User rights or claims arising from changes.
Key Principle, Functionality	Purchase and Transfer mechanics entirely at Block Code Ltd discretion. No guarantee of feature availability.
Key Principle, Collectibles	Gratuitous. No monetary value. Not crypto assets. Not regulated gambling or lotteries. Discretionary; may be modified or discontinued at any time.
Next Review	June 2027 or upon material regulatory change

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ANNEX A, AMENDMENT TO THE PLUTUS GENERAL TERMS AND CONDITIONS AND THE PLUTUS CREDITS TERMS OF USE

FORMAL AMENDING INSTRUMENT

This Annex A is a formal, dated amendment to the Plutus General Terms and Conditions and the Plutus Credits Terms of Use. It forms part of those documents, takes effect platform-wide, and is published both within these Terms and alongside the Plutus General Terms and Conditions and the Plutus Credits Terms of Use, so that the platform-wide provisions are anchored in the master terms and not asserted from within the PlutusMiles Terms alone.

A. Amendment to the Master Terms

A.1 Parties and purpose. This Annex is made by Block Code Ltd (reg. 09674279) and Block Code LT UAB (reg. 305848086) (together 'Plutus'). The Plutus platform is a single, integrated and evolving product comprising multiple interconnected utilities (including Plutus Credits, PlutusMiles, Gift Cards, Cashback, the forthcoming Travel utility, card services, staking and Reward Levels). As each utility goes live, certain provisions must operate consistently across the whole platform. This Annex amends the Plutus General Terms and Conditions and the Plutus Credits Terms of Use to incorporate those platform-wide provisions.

A.2 Effective date. This Annex takes effect on 12 June 2026 and applies to all Users of the Plutus platform from that date, subject to clause A.6.

A.3 Amendments made. There is inserted into the Plutus General Terms and Conditions, and into the Plutus Credits Terms of Use, a new platform-wide section in the terms set out in clauses A.3.1 to A.3.6, which apply across all Plutus utilities and features.

A.3.1 Subscription billing and non-refundability. All Plutus subscriptions (plans and addons) auto-renew and are non-refundable once a billing cycle has begun, on the basis that benefits are pre-allocated at the start of each cycle; Users must opt out before renewal; non-use is not cancellation; and missed periods during which access remained available are chargeable. The full provisions are set out in Part 5 of the PlutusMiles Terms of Use V6.9 and are incorporated into the master terms by this Annex.

A.3.2 Pre-allocation of benefits. Subscription plans and addons pre-allocate, at the start of each billing cycle, a single bundle of benefits spanning the platform (including bonus credits, badge and collection unlocks, daily and monthly miles bonuses, discounts, caps, Goal bonus rates and allocated per-customer Gift Card, Cashback and Travel and hotel discounts). The consideration for the fee is the availability of that reserved bundle, not actual usage. The full provisions are set out in clauses 8.6 and 35.6 of the PlutusMiles Terms of Use V6.9.

A.3.3 Prohibited conduct and abuse. The anti-abuse, anti-gaming and prohibited-conduct provisions in Part 12 of the PlutusMiles Terms of Use V6.9 apply across all Plutus utilities and features, including any bonus credits, promotional balances or similar feature.

A.3.4 Debt recovery and set-off. The debt recovery, set-off, interest, recovery-costs and escalation provisions in Part 13 of the PlutusMiles Terms of Use V6.9 apply across all Plutus utilities and balances.

A.3.5 Product evolution and no-refund. The product-evolution, feature-change and no-refund provisions in clause 35.4 of the PlutusMiles Terms of Use V6.9 apply across all Plutus products, utilities and features.

A.3.6 Order of precedence. Where any provision inserted by this Annex conflicts with an earlier or other provision dealing with the same subject matter in the Plutus General Terms and Conditions, the Plutus Credits Terms of Use or any prior version of either, the provision inserted by this Annex prevails, across all Plutus utilities, to the extent of the conflict and subject to clause A.4.

A.4 Mandatory and more-favourable consumer protections. Nothing in this Annex excludes or limits any right that cannot be excluded under applicable mandatory law (including the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Unfair Contract Terms Directive 93/13/EEC and the EU Consumer Rights Directive 2011/83/EU), and does not affect liability for death or personal injury caused by negligence, or for fraud. Where another Plutus terms document contains a more favourable consumer protection on the same subject, that more favourable protection prevails. The provisions inserted by this Annex are intended to be fair, transparent and proportionate and pursue the legitimate interests described in clause 35.7 of the PlutusMiles Terms of Use V6.9.

A.5 Transparency and prominence. This Annex is drafted in plain and intelligible language and is published prominently, both within the PlutusMiles Terms of Use V6.9 and alongside the Plutus General Terms and Conditions and the Plutus Credits Terms of Use, so that Users are given fair notice of it.

A.6 How this amendment takes effect. This Annex is a variation of the Plutus General Terms and Conditions and the Plutus Credits Terms of Use, made in accordance with the variation provisions of those documents. Plutus will give notice of this Annex by the means provided in those documents (including in-app notification, email or publication on the Plutus website). A User's continued use of the platform after the later of the effective date and the date of notice constitutes acceptance of this Annex. Where a change materially reduces a User's existing benefits, the User may cancel the affected subscription or close their account in accordance with the applicable terms; mandatory cancellation and refund rights are unaffected.

A.7 Remainder unaffected; severability. Save as expressly amended by this Annex, the Plutus General Terms and Conditions and the Plutus Credits Terms of Use continue in full force and effect and are not otherwise diminished or superseded. If any provision of this Annex is found invalid or unenforceable, it is severed or read down to the minimum extent necessary and the remainder continues in effect.

A.8 Governing law. This Annex is governed by the laws of England and Wales and is subject to the same jurisdiction and mandatory-consumer-protection provisions as the PlutusMiles Terms of Use V6.9 (Part 16).

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