Terms & Conditions

BOTS Platform

Version: November 2026

INTRODUCTION

1. These Terms and Conditions (the “Agreement”) constitute a legally binding agreement between you, whether personally or on behalf of an entity (the “User”, “you” or “your”), and BOTS Support Services B.V., registered with the Dutch Chamber of Commerce under number 84198486, having its registered office at Weesperstraat 107-121, 1018 VN Amsterdam, the Netherlands (“BOTS”, “BOTS Capital”, “we”, “us” or “our”).
2. This Agreement governs your access to and use of the BOTS mobile application, the BOTS web application and the website https://bots.io, as well as any other media channel, mobile website or application related or linked thereto (together the “BOTS Platform”).
3. Our privacy statement, available at https://nl.bots.io/en/privacy/, shall be read in conjunction with this Agreement. It explains how BOTS processes personal data as an independent data controller.
4. By ticking the checkbox “I agree with the BOTS Terms & Conditions”, you confirm that you have read, understood and accepted this Agreement. If you do not agree with this Agreement, you may not use the BOTS Platform.
5. This Agreement replaces all previous versions of the BOTS Terms and Conditions, including the version of April 2026. BOTS and its affiliates no longer provide any crypto-asset services. Holland Crypto B.V. is not a party to this Agreement.

DEFINITIONS

In this Agreement, the following capitalised terms have the following meaning:

Account	the personal account of a User on the BOTS Platform.
BOTS Platform	the BOTS mobile application, the BOTS web application and the website https://bots.io, as described in article 2.
EFM	Elite Fund Management B.V., having its registered office at Beursplein 5, 1012 JW Amsterdam, the Netherlands, holder of an AIFMD licence granted by the Dutch Authority for the Financial Markets (AFM) as manager of alternative investment funds, and the manager of the Funds.
EFM Environment	the separate digital environment operated under the responsibility of EFM and hosted within EFM’s own cloud infrastructure, which can be accessed via the BOTS Platform and through which subscriptions, deposits, redemptions, recurring contributions and client due diligence take place.
Funds	the Protector I Fund, the Builder II Fund and the Visionary III Fund, which form part of the Alpha High Performance Fund structure and are managed by EFM.

Fund Documentation	the prospectus, key information documents, fund conditions and any other documentation issued by or on behalf of EFM in respect of the Funds.
NAV	the net asset value of a participation in a Fund, as determined by or on behalf of EFM.

ROLE OF BOTS

6. BOTS is the owner and provider of the BOTS Platform. BOTS acts purely as a technology and marketing platform: it provides Users with information about the Funds and with technical access to the EFM Environment.

7. BOTS does not provide investment services and does not perform investment activities within the meaning of the Dutch Financial Supervision Act (Wet op het financieel toezicht, "Wft"). In particular, BOTS does not:

   - provide investment advice or personal recommendations;
   - manage individual assets or investment portfolios;
   - receive, transmit or execute orders relating to financial instruments or participations in the Funds;
   - receive, hold or manage client money or investments, or process investment payments;
   - offer, issue or manage investment products of its own;
   - carry out client due diligence (CDD), know-your-customer (KYC), sanctions or PEP screening for participation in the Funds.

8. BOTS is not the manager of the Funds and does not hold a licence as an investment firm or as a manager of investment funds.

9. All information about the Funds on the BOTS Platform is general in nature and does not constitute investment advice or a personal recommendation. In the event of any inconsistency between information on the BOTS Platform and the Fund Documentation, the Fund Documentation prevails.

THE FUNDS AND ELITE FUND MANAGEMENT

10. EFM is the licence holder for the Protector I Fund, the Builder II Fund and the Visionary III Fund and is responsible for the offering, management and administration of these Funds.

11. Participation in a Fund is governed exclusively by the Fund Documentation and the agreements between you and EFM. Each Fund has its own costs, fee structure and conditions. These are set out in the Fund Documentation and do not form part of this Agreement.

12. Subscriptions, deposits, redemptions, recurring monthly contributions and any other investment-related instructions are submitted directly to EFM via the EFM Environment. Payments relating to participation in the Funds are handled through the EFM Environment and the relevant payment service providers. BOTS does not act as an intermediary in the receipt or transmission of such instructions or payments.

13. Before you submit personal data in the EFM Environment, you are informed that EFM is the responsible data controller and you are given access to EFM's privacy statement. Subscription forms, supporting documents and CDD/KYC information are submitted directly to EFM's infrastructure and are not stored by BOTS.

14. The NAV and the value of your participations shown on the BOTS Platform are based on data provided by or on behalf of EFM and are displayed for information purposes only. Due to timing differences, the value shown may deviate from the actual value. The official statements issued by or on behalf of EFM prevail.

SERVICES OF THE BOTS PLATFORM

15. Through the BOTS Platform, you can:

- create and manage your Account, and view and update your profile data;
- view the NAV and the value of your participations in the Funds;
- access the EFM Environment to make deposits and withdrawals and to set up recurring monthly contributions in the Funds;
- receive newsletters, notifications and other communications;
- watch videos and other informational content;
- contact BOTS;
- register for events, such as investor evenings.

16. BOTS may add, change or discontinue functions of the BOTS Platform. Such changes do not affect your participations in the Funds, which are held with EFM.

ACCOUNT AND BASIC DATA

17. To use the BOTS Platform, you must create an Account. For this purpose, BOTS requests the following basic data: name, e-mail address, telephone number, date of birth and postal code.

18. These basic data are requested solely to create and secure your Account and to make the functions of the BOTS Platform available to you. Creating an Account and providing these data does not constitute a subscription or application for participation in a Fund, nor an investment instruction. A subscription can only be made in the EFM Environment and is subject to acceptance by EFM.

19. You confirm that the data you provide are accurate and complete, and you will keep them up to date via your profile.

20. Your Account is personal and may not be transferred to or used by another person.

ELIGIBILITY AND PERMITTED USE

21. You may only use the BOTS Platform if you are at least 18 years old and have full legal capacity. If you have been placed under guardianship or administration, you may only use the BOTS Platform with the authorisation of your guardian or administrator.

22. BOTS may determine in which countries the BOTS Platform is made available, and may limit or refuse access in certain countries without stating reasons.

23. You may not use the BOTS Platform:

- in any manner that violates applicable local, national or international law or regulations;
- for any unlawful or fraudulent purpose, or with any unlawful or fraudulent effect;
- to harm or attempt to harm minors in any way;
- to gain unauthorised access to, interfere with or disrupt the BOTS Platform, its security or the systems of BOTS or EFM;
- by copying, decompiling or reverse engineering the BOTS Platform, or by extracting data from it through automated means.

COSTS

24. The BOTS Platform is free of charge, both via mobile and desktop. BOTS does not charge you any fees for the use of the BOTS Platform. Costs and conditions do apply to the investments in the Funds themselves; these are set out in the Fund Documentation. Any costs charged by your internet or mobile provider are at your own expense.

25. BOTS receives a fee from EFM for the investment research, technology and marketing services that BOTS provides to EFM. This fee is paid by EFM and is not charged to you by BOTS. The costs of the Funds are set out in the Fund Documentation.

SECURITY

26. You are responsible for maintaining the security of access to your Account. This includes, but is not limited to:
    - safeguarding your personal login code and the biometric authentication methods used to access the BOTS Platform;
    - securing the devices you use to access the BOTS Platform against unauthorised access, theft or loss;
    - securing the e-mail account linked to your Account and preventing unauthorised third parties from accessing it;
    - not storing your login code together with other information relating to your Account.

27. BOTS requires two-factor authentication for access to your Account. The second factor is a one-time verification code sent to the e-mail address linked to your Account (or such other method as BOTS may implement from time to time).

28. BOTS will never ask you to provide your login code, biometric data or verification codes by e-mail, phone or any other means outside the BOTS Platform. Do not respond to such requests, even if they appear to come from BOTS.

29. If you know or suspect that your login details, e-mail account or device have been compromised, you must notify BOTS immediately via support@bots.io. BOTS may temporarily block your Account to protect you.

30. Unless there is evidence to the contrary, any access to your Account using the correct authentication methods is deemed to have been made by you. To the extent permitted by law, BOTS is not liable for damage resulting from the misuse of your authentication data where you have not complied with this article.

COMMUNICATION

31. BOTS communicates with you through the BOTS Platform, by e-mail, via the website and by telephone through the contact persons of BOTS and its customer service. You can contact BOTS at: support@bots.io. Communications may take place in Dutch or English.

RISKS

32. Investing involves risks. The value of an investment may fluctuate, and you may lose (part of) your investment. Past performance is no guarantee of future results. Before investing in a Fund, carefully read the Fund Documentation, including the risks and costs described therein. BOTS does not assess whether a Fund is suitable for you.

INTELLECTUAL PROPERTY

33. BOTS, its affiliates and licensors own all rights, title and interest, including all intellectual property rights, in and to the BOTS Platform and its content. This Agreement does not convey any ownership of these rights. You are granted a personal, non-transferable, non-sublicensable and revocable right to use the BOTS Platform solely in accordance with this Agreement. The name BOTS and the BOTS logo are trademarks of BOTS and its affiliates, and no right or licence is granted to use them.

34. Any suggestions, ideas, feedback or recommendations you provide regarding the BOTS Platform may be used by BOTS freely and without compensation.

AVAILABILITY

35. BOTS makes reasonable efforts to keep the BOTS Platform available, but does not guarantee uninterrupted or error-free availability. BOTS may temporarily suspend access to the BOTS Platform for maintenance, updates or security reasons. Where possible, BOTS will announce planned maintenance in advance.

LIMITATION OF LIABILITY

36. Nothing in this Agreement excludes or limits liability where this cannot be excluded or limited under applicable law, including liability for damage caused by intent or gross negligence of BOTS.

37. BOTS is not liable for:

    - the performance or the value of the Funds, or for any investment decision you make;
    - the acts or omissions of EFM, the administrator of the Funds, payment service providers or other third parties;
    - the content of the Fund Documentation or the processing of instructions in the EFM Environment;
    - indirect or consequential damage, including loss of profit, loss of opportunity or loss of income, to the extent permitted by law;
    - damage resulting from the (temporary) unavailability of the BOTS Platform.

INDEMNIFICATION

38. You indemnify BOTS against claims by third parties, including reasonable legal costs, to the extent that such claims result from your breach of this Agreement or your violation of applicable law in connection with your use of the BOTS Platform.

DEATH OF A USER

39. In the event of the death of a User, the heir(s) or executor may notify BOTS via support@bots.io and provide a certificate of inheritance (verklaring van erfrecht) or another document evidencing their authority. BOTS may then block the Account and, upon request, terminate it.

40. The participations of the deceased User in the Funds are held with EFM. The settlement of these participations takes place in accordance with the Fund Documentation and the procedures of EFM. BOTS will assist the heir(s) in contacting EFM where necessary.

TERMINATION

41. You may terminate this Agreement at any time by deleting your Account via your profile settings in the BOTS Platform, or by sending a request to support@bots.io.

42. Deleting your Account does not automatically redeem your participations in the Funds and does not terminate your agreements with EFM. If you wish to redeem your participations, please submit a redemption request via the EFM Environment before deleting your Account.

43. BOTS may terminate this Agreement for any reason with a notice period of 15 working days, by sending you a clear written message.

44. BOTS may terminate this Agreement or block your Account with immediate effect if:

    - BOTS is required to do so by law, regulation, court order or a competent authority;
    - you are in breach of this Agreement or applicable law;
    - BOTS reasonably suspects fraud, money laundering, terrorist financing or other illegal activity;
    - you have provided incorrect or incomplete data and have not corrected these upon request;
    - a force majeure event occurs that makes the continued provision of the BOTS Platform impossible.

COMPLAINTS

45. If you have a complaint, you can submit it by e-mail to support@bots.io with the subject “COMPLAINT”. Please include your name, the e-mail address or telephone number linked to your Account and a detailed description of your complaint. This also applies to complaints relating to the Funds.

46. BOTS will send you an acknowledgement of receipt by e-mail. Depending on the nature of the complaint, BOTS may ask you for additional information or screenshots.

47. BOTS will provide a substantive written response (the “Final Response”) within thirty days of receipt of the complaint or, if applicable, of the additional information requested. If the complaint concerns services provided by EFM, it will be handled by or in consultation with EFM. If BOTS considers the complaint well-founded, it aims to resolve the matter as soon as possible and in any event within two months.

48. A complaint is deemed closed when BOTS has sent the Final Response and the issue has been resolved, or if you have not responded to the Final Response within thirty days. If BOTS considers the complaint unfounded, it will explain its decision in the Final Response.

AMENDMENTS

49. BOTS may amend this Agreement. In the event of material changes, BOTS will notify you at least 30 days in advance via the BOTS Platform and/or by e-mail. The new version will be published on the BOTS Platform. If you do not agree with the amended Agreement, you may terminate it before the changes take effect. By continuing to use the BOTS Platform after the changes take effect, you accept the amended Agreement.

MISCELLANEOUS

50. This Agreement contains the entire agreement between you and BOTS with respect to the use of the BOTS Platform and supersedes all prior agreements and understandings in this respect.

51. If BOTS does not enforce (part of) this Agreement, this does not constitute a waiver of its right to do so at a later time.

52. You may not transfer your rights and obligations under this Agreement to third parties. BOTS may transfer this Agreement to an affiliated entity; in that case BOTS will inform you in advance and you may terminate the Agreement.

53. If any provision of this Agreement is invalid or unenforceable, the other provisions remain in full force. The invalid provision will be replaced by a valid provision that is as close as possible to the intent of the original provision.

54. Headings in this Agreement are for convenience only and do not affect its interpretation.

55. This Agreement is available in English and Dutch. In the event of any inconsistency between the two versions, the Dutch version prevails.

GOVERNING LAW AND DISPUTES

56. This Agreement is governed exclusively by the laws of the Netherlands.

57. Disputes arising from this Agreement will be submitted to the competent court in Amsterdam, without prejudice to any mandatory rights you have as a consumer, including the right to submit a dispute to the court that would be competent under the law.