

# General Terms and Conditions

## 1. Basic provisions

### 1.1. The Company

**C NT PROJECT MANAGEMENT LLC**, Company ID No.: 1073325, with registered office at 23 Boulevard Plaza Tower 2, Dubai, United Arab Emirates (hereinafter referred to as the "**Company**"), in accordance with the ideas of decentralized market development, provides its Customers with services, products and programs in the field of Blockchain technologies (hereinafter referred to as the "**Products**").

### 1.2 Mediation Services

Products are provided to Customers through the website <https://crypton.network> (the "**Website**") operated and managed by the Company.

### 1.3 Related companies

Other companies that are financially and personally related to the Company include **CRYPTON DIGITAL, SE**, ID No.: 51 051 435, with its registered office at Staré Grunty 18, 841 04 Bratislava, Slovakia, registered in the Commercial Register maintained by the District Court Bratislava I, Insert 4211/B, **CRYPTON NETWORK OÜ**, incorporated and registered in Estonia, registration number: 14314541, with registered office at Harju maakond, Tallinn, Kesklinna linnaosa, Viru väljak 2, 10111, Estonia; **SELLAROI, s. r. o.** reg. number **51 837 617** with registered office at Tomášikova 1973/32, 841 04, Bratislava, Slovakia registered in the Commercial Register maintained by the District Court Bratislava I, Insert 177649/B and **UPDN one s.r.o.**, ID No.: 026 54 962, with registered office at Na Strži 1702/65, Nusle, 140 00 Praha 4, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, file No. C 221822 (these companies and the Intermediary are hereinafter collectively referred to as the "**Linked Companies**").

### 1.4 General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as "**GTC**") govern the mutual rights and obligations of the Company providing the Products and operating the Website and the Customer who wishes to purchase the Products.

### 1.5 Definitions of certain terms

**AML**: Anti-Money *Laundering* regulations.

**Bitcoin (BTC)**: a digital currency unit of a decentralized payment network operating independently of government and banking institutions.

**Blockchain**: a distributed, decentralised database containing an ever-expanding number of records that are protected against unauthorised interference by third parties, whether on or off the network.

**Fiat currency**: currency with forced circulation, legal currency (e.g. EUR or CZK).

**Website**: has the meaning set out in Article 1.2 of these GTC.

**Cryptocurrency:** a type of digital currency relying on cryptography to chain digital signatures, the meaning and riskiness of which are set out in these GTC.

**Marketer:** a person who, on the basis of a contract concluded with the Intermediary, is in charge of business communication with Customers and marketing activities for the Intermediary.

**Order:** a binding order for any Product made by the Customer via the Order Form.

**Order Form:** a form for the Customer to place a binding order for the Products. In addition to the specification of the Product and the Customer's contact details, the form also contains the text of these GTC and the Special Product Conditions, which the Customer is obliged to read and confirm before submitting the Order Form.

**Payment:** The amount stated in euros (EUR) on the Website for each type of Product that the Customer is obliged to pay.

**Entrepreneur:** a person who is not a Consumer. This is a person who independently carries out, on his own account and responsibility, a gainful activity by way of a trade or similar activity with the intention of doing so on a continuous basis with a view to making a profit; then a person concluding contracts relating to his own trade, manufacturing or similar activity or in the independent pursuit of his profession, or a person acting in the name of, or on behalf of, an entrepreneur; and finally a person registered in the commercial register.

**Product:** a service, product or program offered by the Company that the Customer can order through the Website. The detailed terms and conditions of each Product are set out in the Special Product Terms.

**Affiliated Company, Affiliated Companies:** has the meaning set out in Article 1.3 of these GTC.

**Registration:** creating a Customer Account in the User Interface by completing and submitting the Registration Form in accordance with Article 3.1 of these GTC.

**Registration Form:** a form for the Customer to create an Account. In addition to the Customer's contact details, the form also contains the text of these GTC, which the Customer is obliged to read and confirm before submitting the Registration Form.

**Contract:** The contract for the purchase of the Product concluded between the Customer and the Company. Under the Contract, the Company is obliged to provide the Customer with the purchased Product and the Customer is obliged to pay the Payment.

**Consumer:** anyone who, outside the scope of his business activity or outside the scope of his independent exercise of his profession, enters into a contract with the Entrepreneur or otherwise deals with him.

**Parties:** the parties to the Contract concluded on the basis of these GTC, i.e. the Customer and the Company.

**Account:** the account of a registered Customer in the User Interface of the Website, where the

Customer has access to information about the Products purchased and their results or any claims against the Company. The registration of the Account, access to the Account and the rules of its use are set out below in these GTC.

**User Interface:** the part of the Website to which the Customer gains access after Registration in accordance with Article 3.1 of these GTC and on which the Customer has an Account. The User Interface also provides the Customer with access to all marketing information and legal and other documents relating to the Products offered.

**GTC:** has the meaning set out in Article 1.4 of these GTC. The text of these GTC is provided in the User Interface and is also part of the Order Form. The wording of these GTC must be expressly approved by the Customer prior to the submission of the Order.

**Prohibited Territories:** countries, territories or jurisdictions where the possession or use of virtual currencies or tokens is prohibited by law or other rules, as well as countries or regimes subject to international sanctions (in particular the EU sanctions list). Prohibited Territories specifically include the United States of America, the People's Republic of China and the Republic of Singapore.

**Customer:** a Consumer or Business who purchases a Program from the Company and who agrees to abide by these Terms and Conditions. A Customer is not eligible to Register or enter into a Contract if the Customer is a citizen or resident of a Prohibited Territory, has a registered office in a Prohibited Territory, or has any other similar connection to a Prohibited Territory.

**Intermediary:** **CRYPTON DIGITAL, SE**, ID No.: 51 051 435, with its registered office at Staré Grunty 18, 841 04 Bratislava, registered in the Commercial Register maintained by the District Court Bratislava I, Insert 4211/B, Slovakia, which, on the basis of a contract with the Company, intermediates the sale of the Products through its network of Marketers.

**Special Product Conditions:** the detailed terms and conditions for the purchase of individual Products issued by the Company, regardless of their form (terms and conditions, contract, etc.). Their text is provided in the User Interface and is also part of the Order Form. The wording of the Product Specific Terms and Conditions must be expressly approved by the Customer before submitting the Order Form.

## **2. Contract**

### **2.1. Conclusion of the Contract**

A Customer who is interested in any of the Products offered on the Website is obliged to first create an Account in accordance with the procedure set out in Article 3.1 of these GTC. Thereafter, the Customer is entitled to submit the Order Form, only after expressly confirming that the Customer has read and agrees to the text of these GTC and the Special Terms and Conditions of the Product. By submitting the Order Form, the Customer's Order becomes binding.

If the Order Form is duly completed, the Company will acknowledge receipt of the Order to the Customer. The Contract between the Parties is concluded at the time of payment of the Payment in

accordance with the procedure set out in Article 5 of these GTC, unless otherwise provided in the Product Special Conditions.

The Customer has no legal right to conclude the Contract. The Company reserves the right not to conclude the Contract or to reject the Order, especially in cases where the Customer is not entitled to purchase the selected Product in accordance with these GTC and Special Terms and Conditions. The Customer is obliged to enquire before concluding the Contract whether he is entitled to purchase the selected Product, in particular whether he is not bound to any of the Prohibited Territories. If the Customer has made a Payment prior to the rejection of the Order, the Company shall return the Payment to the Customer without undue delay by sending it to the bank account or cryptocurrency wallet from which the Payment was made, unless this is in breach of the Company's obligations in relation to AML.

## 2.2 Retention of the Contract

These GTC and the Special Product Terms and Conditions are an integral part of the Contract. The Special Product Conditions specify the Product chosen by the Customer and the detailed terms and conditions of its purchase.

The Company shall store the Contract in text form electronically in the form of these GTC and the Special Product Terms. The Customer is entitled to consult the text of the Contract at any time; the text of these GTC and the Special Product Terms and Conditions is available in the User Interface at any time.

## 2.3 Declaration of the Parties

The Customer declares that it has all the necessary authorisations to conclude the Contract and that nothing prevents it from fulfilling them.

The Company represents that it is a duly incorporated and existing company and that it has full power and authority to enter into the Contract and that nothing prevents it from performing the Contract.

# 3. Account

## 3.1 Registration

The creation of an Account will occur by completing and submitting the Registration Form available on the Website. By submitting the completed Registration Form, the Customer confirms that he/she has read and agrees to the text of these GTC. The Customer is required to indicate his/her country of residence for the purpose of verifying that he/she is eligible to Register and purchase the selected Product in accordance with these GTC and the Special Product Terms.

The Customer acknowledges that all information provided in the Registration Form must be complete and truthful. If there is any change to the information already entered, the Customer shall correct such change within the Account or notify the Company of such change without undue delay. The Company shall be entitled to withdraw from the Contract and cancel the Account with immediate effect if it finds that the information provided is false or incomplete and deliberately detrimental to the Company.

The Company shall have the right to verify the information provided by the Customer at any time and to

request the necessary documents to verify the Customer, in particular the Customer's identity card, passport, accounts used or bank statements and other documents relating to the Customer's bank accounts. The Company shall be entitled to act within the scope of its AML obligations so as to comply with the requirements arising from the relevant legislation. Details regarding the Company's performance of its AML obligations are set out in Article 8 of these GTC.

Each Customer is entitled to have only one (1) Account. Upon successful Registration, Customer will use the email address and password that Customer selects on the Registration Form (the "**Login Credentials**") to log in to the User Interface. If the Customer forgets his/her Login Credentials, he/she must prove his/her identity and the fact that he/she is the owner of the respective Account.

### 3.2 Use of the Account

The Customer is not entitled to authorise third parties to open, administer or manage the Account, or to act as such on behalf of a third party. The Customer acknowledges that he/she should not disclose any Account details, in particular his/her Login Details, to third parties and any disclosure of such details is at his/her own risk. The Company shall not be liable for any loss or disclosure of Login Data by the Customer. At the same time, the Customer is always obliged to inform the Company immediately of any possible loss or misuse of the Account.

### 3.3. Product Activation

The ordered Product will be activated on the Customer's Account after the Customer has fulfilled the conditions resulting from these GTC and the Special Product Conditions. The Customer will be shown all activated Products and their results in the User Interface, including any claims against the Company as set out above.

### 3.4 Obligation to repay unjust enrichment

If the Customer uses in any way the funds obtained by displaying an erroneous balance on his Account, this shall constitute unjust enrichment on the part of the Customer in the amount of the difference between the actual balance and the erroneously displayed balance. In such case, the Customer is obliged to return the unjust enrichment to the Company, no later than immediately after being notified by the Company of the erroneous balance and the occurrence of the unjust enrichment by email.

### 3.5 Suspension and cancellation

The Company may suspend or terminate the Account in justified cases, in particular in the event of a breach of the Customer's obligations or in the event of suspected misuse. If the Account is suspended, cancelled or restricted in any way pursuant to these GTC, the Customer's existing claims against the Company shall not be affected by such restriction.

### 3.6 Death

In the event of the Customer's death, the persons authorized to dispose of the Account must prove to the Company their identity and that they are authorized to dispose of the Account.

### 3.7. Account Cancellation

The Customer is entitled to request the Company to cancel the Account if the Customer does not have even one (1) active Product on the Account and does not have any claims against the Company for previously purchased Products. The cancellation request must be sent electronically to the Company's email address. The Company will cancel the Customer's Account no later than fourteen (14) days from the date of receipt of the request.

## **4. Products**

### **4.1 Products offered**

The Customer may choose any of the Products offered on the Website. The Company reserves the right to adjust the number of Products offered. The detailed terms and conditions of each Product are set out in the Special Product Conditions. The Customer is obliged to read these GTC and the Special Product Conditions before submitting the Order Form.

The special terms and conditions of the Product may be changed subject to the conditions set out therein; the Customer will always be informed in advance of any change in the User Interface. If the Customer does not agree to the change, the Customer shall have the right to reject the changes within ten (10) days from the effective date of the new version of the Special Product Terms and to terminate the Contract with immediate effect.

### **4.2 Activation of the Product**

The ordered Product will be activated on the Customer's Account after the proper conclusion of this Contract, i.e. after the payment of the Payment in accordance with Article 5 of these GTC, unless otherwise provided in the Product Special Conditions.

Once logged into the Account, the Customer will be presented with all activated Products and their results in the User Interface, including any claims against the Company as set out above.

The Company reserves a time period of seven (7) calendar days from the date of the Agreement to activate the Product. Upon expiry of this period, the Product must be fully functional. The time limit shall be automatically extended by the days on which the Company has been unable to activate the Product due to obstacles beyond its control or prevention or due to obstacles on the Customer's side.

The Customer, who is a Consumer, is aware that the activation of the Product constitutes the delivery of digital content and that, therefore, once the Product is activated, the Customer is not entitled to withdraw from the Contract without giving a reason within the standard period of fourteen (14) days from the date of conclusion of the Contract. By entering into the Contract, the Customer expressly agrees that the Product may be activated before the expiry of the period of fourteen (14) days from the date of the Contract.

### **4.3. Deactivation of the Product**

The Company shall deactivate the provided Product without undue delay after termination of the Contract by any of the methods specified in Article 13 of these GTC. After deactivation, the Product will not be displayed to the Customer in the User Interface.

## 5. Payment terms

### 5.1. Payment

The payment that the Customer is obliged to pay on the basis of the Contract is specified on the Website in euros (EUR). The conclusion of the Contract shall only take place after the Payment has been duly made by one of the methods set out below, unless the Special Terms and Conditions of the Products provide otherwise.

### 5.2 Methods of payment

The Customer is entitled to pay the Payment in Fiat Currencies or Cryptocurrencies listed on the Website as accepted payment methods. The Company reserves the right to charge a fee for certain payment methods. The fee, if any, will always be indicated in the Order Form.

### 5.3. Payment in Fiat currency

Payment of the Payment in any of the Fiat Currencies offered shall be made in a non-cash manner by bank transfer to the bank account specified in the Order Confirmation (hereinafter referred to as the "**Bank Account**"). The Order Confirmation specifies all other payment instructions, which the Customer hereby undertakes to comply with in order for his Payment to be properly identified.

The payment is deemed to be made at the moment the Payment is credited to the Bank Account. If payment is not made within thirty (30) days from the date of dispatch of the Order, the Company shall be entitled to reject the Order. In such event, the Order shall be cancelled and the Contract shall not be concluded.

### 5.4. Payment in Cryptomena

Payment of the Payment in one of the offered Cryptocurrencies is made in a cashless manner by sending it to the address generated in the User Interface after submitting the Order Form. The Payment is deemed to be made at the moment the Payment is credited to the virtual wallet specified in the Order Form. If the Customer fails to make a payment through the payment gateway within the time limit specified and therefore the Payment is not made, the Company shall be entitled to reject the Order. In such case, the Order shall be cancelled and the Contract shall not be concluded.

### 5.5 Receipt invoicing

Upon receipt of the Payment, the Company shall promptly send the Customer a receipt or invoice, if issued in connection with the purchased Product, electronically to the Customer's email address.

Any claim for a receipt or invoice must be made electronically to the Company's email address, with a verifiable justification. If the claim is not made in a timely or appropriate manner, the Customer shall be deemed to have approved the Receipt or Invoice.

### 5.6. VAT

The Seller is a VAT payer according to the applicable legislation of the Slovak Republic. If VAT applies to the selected Product in accordance with the Product Special Conditions, the Payment amount shown on the Website includes the VAT rate.

### 5.7 Other payments

The Special Terms and Conditions of certain Products may imply an obligation to make periodic

payments, in which case the provisions of this Article shall apply mutatis mutandis to such payments.

## **6. Claims against the Company**

In the User Interface, after logging into the Account, the Customer has access to information about the Products purchased and their results or possible claims against the Company. Any claims against the Company shall always be based on the Special Terms and Conditions of the Product, which may entitle the Customer to payment of specified amounts from the Company. The terms and conditions of payment of any sums by the Company are set out in the Special Product Terms.

If the Account is suspended, cancelled or restricted in any way under these GTC, the Customer's existing claims against the Company shall not be affected.

## **7. Rights from defective performance**

### **7.1 Rights arising from defective performance**

The customer is entitled to claim rights from defective performance.

The provision of the selected Product is defective if it does not have the specified features, is not provided with the relevant features and under the terms and conditions set out in these GTC or the Special Product Terms.

The Customer shall have the right from the defective performance if the Product has a defect at the moment of its activation by the procedure according to Article 4.2 of these GTC, even if the defect appears later. Both obvious and hidden defects shall be considered as defects.

The Customer shall notify the Company of any apparent defects immediately upon activation of the Product and no later than seven (7) days from the date of activation. The Customer acknowledges that after activation of the Product, the Customer shall exercise ordinary care to detect obvious errors. Later notification of an apparent defect may not be acknowledged by the Company.

If the defect occurs within six (6) months of activation of the Product, it shall be deemed to have existed at the time of acceptance, in which case the Customer need not prove to the Company the time of occurrence of the defect.

If the error is correctable, the Company is obliged to correct the error or provide a reasonable discount. If the defect cannot be corrected and if the defect prevents the use of the Product, the Customer is entitled to withdraw from the Contract pursuant to these GTC or demand a reasonable discount.

### **7.2 Exercise of rights arising from defective performance**

If the Product provided has an obvious or hidden defect, the Customer is entitled to make a claim within twenty-four (24) months of the Product being provided. A claim may only be made electronically via the Company's email address, with a reviewable justification. In the case of material defects, the Customer shall have the right to choose one of the following rights:

rectification of the defect, a reasonable discount or withdrawal from the Contract. The Customer shall inform the Company of the chosen right when making a claim, and it is not possible to change the Customer's choice without the Company's consent. If the Customer does not choose a right from the



defective performance, the Company will proceed with its claim in the same manner as for a non-substantial defect as regulated below.

If the error is of a minor nature, the Customer may request its removal or a reasonable discount. The Customer shall inform the Company of the chosen right when making a claim, and the Customer shall not be able to change his choice without the Company's consent. If the Customer does not exercise the right to a reasonable discount or does not withdraw from the Contract, the Company shall be entitled to rectify the error.

### 7.3 Complaints procedure

The Company shall decide on the complaint within three (3) working days from the moment of receipt of the complaint, and shall notify the Customer in writing of the decision to accept or not to accept the complaint. The Company shall be obliged to settle the claim itself within thirty (30) days from the due filing of the claim, and the Company shall be entitled to extend the claim period with the Customer's consent.

Any communication regarding the complaint shall be made by e-mail communication.

The cost of the claim shall be borne by the Company, except for the cost of communication regarding the claim, which shall be borne by the Customer.

## **8. AML obligations**

### 8.1 Obligated person

The Customer is aware that the Company, i.e. a legal entity providing services related to virtual currencies, is a so-called obliged person within the meaning of the relevant AML legislation. The Customer acknowledges that the Company, as an obliged person, is obliged, inter alia, to properly identify and control the Customer, to keep information concerning the Customer and the trades carried out by the Customer, to report suspicious trades, or to postpone the execution of an order.

### 8.2 Cooperation of the Customer

The Customer represents that, if requested by the Company, it will provide the Company with any and all assistance in the performance of its obligations under the relevant AML Legislation, in particular to provide without delay any documents and information necessary to verify the Customer's identity, as well as documents and information in relation to the sources of the funds and Cryptocurrencies used and for the purposes of deals.

### 8.3 Declaration of the Customer

The Customer declares that the funds or Cryptocurrencies sent by it do not originate from criminal activity and that the purpose of sending funds to the Company is not money laundering or the conduct of transactions for the purpose of promoting or financing terrorism within the meaning of the relevant AML legislation.

The Customer further declares that he/she is not a politically exposed person or a person against whom international sanctions are applied. The Customer undertakes to inform the Company without delay if his/her status under the preceding sentence changes.

### 8.4 Supervisory authority

The activities of the Company as an obliged person fall under the supervision of the relevant Financial Intelligence Unit.

## **9. Silence and the reputation of the Society**

### **9.1 Obligation of confidentiality**

The Customer shall not, without the Company's written consent, disseminate or disclose to third parties the confidential information of the Company or the Affiliated Companies, which includes any information or facts relating to their activities, know-how, Products provided, technical and business practices, business strategies and business contacts. The obligation of confidentiality does not apply to information that is publicly available or publicly known.

### **9.2 Prohibition of interference with reputation**

At the same time, the Customer shall not, by its actions, in any way damage the reputation of the Company or the Affiliated Companies.

### **9.3 Consequences of the infringement**

A breach of the obligations under this Article constitutes a material breach of the Contract. The Company shall be entitled to terminate the Contract with immediate effect if it becomes aware of such breach. Any other claims of the Company or the Affiliated Companies against the Customer shall not be affected by the termination.

### **9.4. Duration of obligations after termination of the Contract**

The obligations under this Article shall survive the termination of the Contract.

## **10. Intellectual property protection**

### **10.1 Rights to the Website**

The Website, the User Interface and any of their contents are protected by the Company's intellectual property rights and may also be protected by other rights of third parties, in particular Affiliated Companies. The Customer is entitled to browse and download the content of the Website, and only for personal, non-commercial use. The Customer is not entitled to reproduce, copy, distribute, sell, transmit, change, modify or otherwise interfere with the content of the Website or use it for any purpose contrary to the meaning of the Agreement.

The trademarks, trade names, logos, graphics, design, page layout, photographs, videos, software, text or other elements located on the Website, whether registered or not, constitute the intellectual property of the Company or any of its Affiliates, as the case may be, and, without the consent of the Company or any of its Affiliates, the Company's

prior written consent may not be used by the Customer in a manner other than that provided for in these GTC.

The Customer shall be liable for any damages incurred by the Company or any Affiliate as a result of the prohibited use of the Website.

### **10.2 Other prohibited uses**

The Customer agrees to comply with applicable law and these GTC and not to damage the reputation of the Company or any of the Affiliated Companies in any way when using the Website, the User Interface

and the Account.

The Customer agrees not to interfere with the security, technical substance or content of the Website, to decompile and reverse engineer the Website, to collect data from the Website (web mining), to use the Website to send unsolicited messages (spam) or to send messages to the Website containing viruses or any dangerous or malicious programs.

## **11. Hazards and risks**

### **11.1 Nature of Cryptocurrencies**

Customer acknowledges that Cryptocurrencies may not be suitable for everyone. Prior to entering into the Contract, the Customer shall obtain sufficient information about the Cryptocurrencies, the Blockchain and the Product offered to ensure that the Product selected is suitable for the Customer and matches the Customer's financial situation. The Company shall not be liable for any unsuitable selection of the Product.

The Customer acknowledges that any action or provision of services related to Cryptocurrencies is extremely risky, that Cryptocurrencies are not a regulated and centralized instrument whose value would be insured by public legal entities, and that a change in their value or quantity depends entirely on the actions of other private parties.

The Customer is familiar with the fact that the value of Cryptocurrencies may fall (even to zero) or rise without the Company being able to influence their value in any way. The Customer understands and is aware that the value and amount of the Cryptocurrency that constitutes the Customer's claim against the Company is not affected or covered by the Company in any way, i.e. that due to the nature of the Cryptocurrency, the Customer's claim may also end up with a negative value due to the exchange rate development. The Company shall not be liable for the exchange rate development of any Cryptocurrency, including its extinction.

The Customer acknowledges that business activities related to Cryptocurrencies are subject to scrutiny by public authorities and that legislation in relation to such activities may change significantly. Such change may also affect the Company's activities in the future. In such a case, it may be necessary for the Company to make the necessary changes to its business and, therefore, to these GTC or the Special Terms and Conditions of individual Products. The Company shall not be liable for any damage that the Customer may incur as a result of such changes.

By entering into the Contract and agreeing to these GTC and the Special Product Terms and Conditions, the Customer accepts all risks associated with Cryptocurrencies.

### **11.2 Risk of Website Outage**

The Company will use its best endeavours to ensure that the Website, User Interface and Account are available at all times and are protected against common risks, but shall not be liable for any failure of the Website, User Interface or unavailability of the Customer's Account caused by a Force Majeure event beyond the Company's control or control or preventable by the Company. The Company is also not liable for changes or non-functionality of the Website caused by unauthorised access, in particular hacker attacks or denial of service attacks. The Company shall not be liable for any damages that the Customer may incur as a result of interruptions or unauthorised access, including any loss of profit in the event of maintenance of the Website.

### 11.3 Risk of damage

The Company shall bear the risk of damage caused to the Customer as a result of the Company's breach of its obligations during the provision of the Product. Damage caused by the Company to the Customer shall not be deemed to be the failure to provide the agreed Product due to force majeure (vis maior) beyond the Company's control or foreseeable.

The Company shall not be liable for unexpected events, which include events caused vis maior or cyber-attacks by third parties, the threat of which the Company could not have objectively foreseen and prevented its consequences. Furthermore, the Company shall not bear the risk of damage (i.e. shall not be liable for damages) if it is proven that damage to the Customer's rights would have occurred otherwise.

## **12. Privacy policy and use of cookies**

### 12.1 Affected persons

In the performance of Contracts concluded pursuant to these GTC and in the operation of the Website, the personal data of Customers and other visitors to the Website who are in the position of data subjects (hereinafter referred to as "**Data Subjects**") are processed.

### 12.2 Basic processing rules

The Company shall ensure that the processing of Personal Data of Data Subjects is lawful, fair and transparent. The Company shall always process personal data only for the specific purposes arising from the specified legal bases and shall ensure that any processing of Data Subjects' personal data is carried out in accordance with data protection regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and other data protection regulations.

### 12.3 Privacy Policy

All information on the processing of the personal data of Data Subjects, the rights of Data Subjects and how to exercise them are set out in the Company's Privacy Policy, which is published at the foot of the Website.

### 12.4 Company Cookie Policy

The Company places cookies on the devices of Customers and other visitors to the Website for various purposes. All information about the use of cookies on the Website is governed by the Company's Cookie Policy, which is published at the footer of the Website.

## **13. Termination of the Contract**

### 13.1 Duration of the Contract

The duration of the Contract is specified in the Special Terms and Conditions of the Product. Unless such specification is expressly stated in the Special Product Conditions, the Contract is concluded for an indefinite term.

### 13.2.

The parties may terminate the Contract early only by mutual written agreement with fourteen (14) days' notice. In such case, the Parties shall be obliged to settle all rights and obligations between them.

### 13.3 Withdrawal

Either Party shall be entitled to withdraw from the Contract if there has been a breach of the Contract by the other Party in such a material way that the withdrawing Party would never have entered into the Contract in such a case. In particular, the Company shall be entitled to withdraw from the Contract in the event of a breach of the Customer's obligation to provide complete and truthful information in the Registration Form in accordance with Article 3.1 of these GTC. For the avoidance of any doubt, the Parties agree that the fact that the Cryptocurrencies fall in price shall not be considered a material breach of the Contract. Withdrawal shall be effective upon delivery of written notice to the other Party.

In the event of cancellation, each Party shall be entitled to a refund of the performance already provided, no later than thirty (30) days after the effective cancellation. In particular, the Customer shall be entitled to a refund of the Payment or other payments made.

The Customer is not entitled to withdraw from the Contract without giving a reason within the standard period of fourteen (14) days from the date of conclusion of the Contract, because the activation of the Product constitutes the delivery of digital content and the Customer has expressly agreed in Article 4.2 of these GTC to activate the Product before the expiration of the standard withdrawal period.

### 13.4 Termination

The Company shall be entitled to unilaterally terminate the Contract without giving any reason with a notice period of fourteen (14) days from the date of delivery of written notice to the Customer.

The Customer shall be entitled to unilaterally terminate the Contract with a notice period of fourteen (14) days from the date of receipt of the Company's notice, unless the Customer agrees to a change to the GTC within the meaning of Article 15.9 of these GTC or to a change to the Product Special Conditions within the meaning of Article 4.1 of these GTC. The notice must be sent no later than ten (10) days after the new version of the GTC or the Special Product Terms comes into force. The Customer is further entitled to unilaterally terminate the Contract, insofar as provided for in the Special Product Conditions, under the terms and conditions set out in the Special Product Conditions.

Without undue delay after the expiry of the notice period, the Company shall refund to the Customer the Payment or other payments made in an amount not covered by the Company's consideration to date, by sending it to the bank account or cryptocurrency wallet from which the Payment was made.

### 13.5 Termination with immediate effect

The Company shall be entitled to unilaterally terminate the Agreement with immediate effect in the event that the Customer demonstrably uses the activated Product for criminal activity or other circumvention of the law. The Company shall also be entitled to unilaterally terminate the Contract with immediate effect if the Customer's actions infringe the reputation of the Company or the Affiliated Companies or violate the confidentiality obligation as defined in Article 9 of these GTC or if the Customer is otherwise in serious breach of these GTC.

Termination pursuant to the preceding paragraph shall take effect upon receipt of written notification to the Customer. Without undue delay after termination of the Contract, the Company shall refund to the Customer the Payment or other payments made in an amount not covered by the

Company's consideration to date by sending it to the bank account or cryptocurrency wallet from which the Payment was made.

#### 13.6 Consequences of termination

In the event of termination of the Contract, the Company shall terminate the provision of the Product and deactivate the Product in the User Interface without undue delay. The Company shall thereafter, within thirty (30) days after termination of the Contract, settle the claims and debts relating to the Account, in particular, the Account shall be cancelled and the balance of the funds and/or Cryptocurrencies, less any fees and any other costs, shall be paid to the Customer.

### **14. Cooperation and contact**

#### 14.1 Cooperation of the Company

The Company undertakes to use its best endeavours to cooperate with the Customer throughout the provision of the Product.

The Company shall be entitled to use the activities of its employees or third parties with whom it has a legal relationship in the provision of the Product and shall be responsible for their selection.

#### 14.2 Marketers Network

After the purchase and activation of the Product, the Customer is entitled to contact the Marketer who facilitated the conclusion of the Contract. If that Marketer is inactive and does not respond to the Customer's request or call within seven (7) business days of the Customer's request or call, the Customer is entitled to contact another Marketer. However, the Customer is always entitled to contact the Company using the contact details set out in Article 15.8 of these GTC.

#### 14.3 Communication costs

The Customer acknowledges that all costs incurred in communicating with the Company or the Marketers shall be borne by the Customer, including the cost of using remote means of communication.

### **15. Final Provisions**

#### 15.1 Other Rights and Obligations of the Parties

The rights and obligations of the Parties that are not expressly regulated by these GTC shall be governed by the provisions of the relevant legislation.

#### 15.2 Separability

If any provision of these GTC becomes invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining provisions of these GTC shall not be affected.

#### 15.3 Referral

The Company shall be entitled to assign the Contract or any part thereof to a third party, provided that this does not materially affect the Customer's position.

The Customer is not entitled to assign its rights and obligations under the Contract to a third party.

#### 15.4 Dispute Resolution

In the event of a dispute arising out of or in connection with these GTC, the Parties shall seek an amicable solution, in particular by means of mutual negotiations. The Company recommends that the Customer use the Company's contact details set out in Article 15.8 of these GTC for this purpose.

Any disputes arising between the Company and the Customer who is a Consumer may be negotiated within the framework of out-of-court dispute resolution, in which case the Customer who is a Consumer is entitled to contact the entity for out-of-court dispute resolution, which is, for example, the Slovak Trade Inspection (<https://www.soi.sk/>), or to resolve the dispute through online dispute resolution within the ODR platform (<http://ec.europa.eu/odr>).

If an amicable settlement cannot be reached, the disputes will be resolved before the District Court for Prague 1 or a higher court of the Czech Republic with subject matter jurisdiction.

#### 15.5 Governing law

The law applicable to performance under these GTC is the law of the Czech Republic. Insofar as there is an international element in the legal relationship arising under the Contract, the Parties agree that the contractual relationship shall be governed by the law of the Czech Republic. This shall be without prejudice to the Consumer's rights under mandatory legislation.

#### 15.6 Language versions

These GTC are written in English, Slovak and Czech language versions, and in the event of any conflict between these versions, the Czech version shall prevail. Any translations of the GTC into other languages are for informational and non-binding purposes only.

#### 15.7 Communication

The language of communication is Slovak, Czech or English.

Communications between the Parties shall be in writing only. For the purposes of these GTC, electronic communication, i.e. communication by e-mail, shall also be deemed to be written communication. The Company shall be entitled to deliver all communications to the Customer at the Customer's email address provided in the Order Form. The Customer is entitled to deliver any communication to the Company at the email address set out in the Contact section of the Website. The parties may individually agree on a different form of communication.

The customer is aware that the cost of communication, including the cost of using means of distance communication, is borne by the customer.

#### 15.8 Contact details

The Company's contact details are listed on the Website in the Contact section. The Customer is entitled to contact the Company via the contact form, email address or telephone number provided herein.

#### 15.9 Change of GTC

The Company has the right to change these GTC at any time. The Customer will be notified of any change to these GTC. A new version of these GTC will be published on the Website.

If the Customer does not agree with the change, the Customer has the right to reject the changes within ten (10) days from the effective date of the new version of the GTC and terminate the Contract.

**These GTC are effective from 02.09.2024**