

# General Business Terms and Conditions

## 1. Basic provisions

### 1.1. Company

**CRYPTON DIGITAL, SE**, Reg. No.: 51 051 435, with its registered office at Staré Grunty 18, 841 04 Bratislava, registered in the Commercial Register of the Bratislava I District Court, Insert 4211/B (hereinafter referred to as the “**Company**”) in accordance with the ideas of the development of decentralised market, provides its Customers with services, products and programs in the field of Blockchain technologies (hereinafter referred to only as the “**Products**”).

### 1.2. Intermediation of Services

The products are mediated to the Customers by means of a website <https://cryptondigital.net> (hereinafter referred to only as the “**Website**”) operated and administered by the Company.

### 1.3. Related companies

Other companies, which are related to the Company in terms of assets and personnel, include **CRYPTON NETWORK OÜ**, established and registered in Estonia, registration code: 14314541, with its registered office at Harju maakond, Tallinn, Kesklinna linnaosa, Viru väljak 2, 10111, Estonia, **Crypton Technologies Ltd.**, established and registered in Malta, Registration Number: 98273, with its registered office at 2, Spinola Road, St Julians STJ 3014, Malta; and **UPDN one s.r.o.**, Reg. No.: 026 54 962, with its registered office at Bohdalecká 1420/6, Michle, 101 00 Prague 10, the Czech Republic, registered in the Commercial Register of the City Court of Prague, File No. C 221822 (these companies and the Intermediary hereinafter referred to jointly as the “**Related Companies**”).

### 1.4. General Business Terms and Conditions

The General Business Terms and Conditions (hereinafter referred to as the “**GBTC**”) govern the mutual rights and duties of the Company that provides the Products and operates the Website and of the Customer who is interested in buying these Products.

### 1.5. Definition of certain terms

**AML**: Regulations governing anti-money laundering rules, so-called *Anti Money Laundering*.

**Bitcoin (BTC)**: A unit of digital currency of a decentralised payment network operating independently of state 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 inside or outside the network.

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

**Website**: Has the meaning assigned to it in Article 1.2 of these GBTC.

**Cryptocurrency**: A type of digital currency based on cryptography for the chaining of digital signatures, the perception and risk of which are given in the GBTC.

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

**Order:** A binding order of any Product placed by the Customer by means of an Order Form.

**Order Form:** A form intended for the Customer, which will enable him/her to order the Products in a binding manner. In addition to the Product specification and the Customer's contact details, the form also includes the text of the GBTC and the Special Conditions of the Product, which the Customer is obliged to acquaint him-/herself with and bindingly confirm before dispatching the Order Form.

**Payment:** A sum stated in euros (EUR) on the Website relating to the individual types of the Product, which the Customer is obliged to pay.

**Entrepreneur:** A person who is not a Consumer. It is about who, on his/her own account and under his/her responsibility, pursues an economic activity as a sole trader or in a similar way in order to constantly do so in order to achieve a profit; further, a person concluding contracts relating to his/her own commercial, manufacturing or similar activity, or in relation to the exercise of his/her profession, or a person acting in the name or on behalf of an entrepreneur and, finally, a person registered in a commercial register.

**Product:** A service, product or programme offered by the Company, which the Customer may order by means of the Website. Detailed conditions of individual Products are stated in the Special Conditions of the Product.

**Related Company, Related Companies:** Have the meaning as stated in the Article 1.3 of these GBTC.

**Registration:** Setting up a Customer Account in a User Interface by completing and dispatching a Registration Form pursuant to the Article 3.1 of these GBTC.

**Registration Form:** A form intended for the Customer, which will enable him/her to set up an Account. In addition to the Customer's contact details, the form also includes the text of the GBTC, which the Customer is obliged to acquaint him-/herself with and to bindingly confirm them before dispatching the Registration Form.

**Contract:** A product purchase contract between the Customer and the Company. Under the Contract, the Company is obliged to provide the Customer with the Product purchased and the Customer is obliged to make the Payment.

**Consumer:** Anyone, who outside the framework of his/her business activity or outside the framework of exercise of his/her profession, concludes a contract with the Entrepreneur or negotiates with him/her in any other way.

**Parties:** Contracting parties of the Contract that is being concluded on the basis of these GBTC, i.e., the Customer and the Company.

**Account:** An account of a registered Customer in the User Interface of the Website, where the Customer has access to the information about the Products purchased and their results or possible claims against the Company. The Account registration, access to the Account and the rules for its use are set out below in these GBTC.

**User Interface:** The part of the Website to which the Customer will gain access after the Registration in accordance with Article 3.1 of these GBTC and on which his/her Account is kept. In the User Interface, the Customer has access to any marketing information and legal and other documents relating to the Products offered.

**GBTC:** The meaning is stipulated in Article 1.4 of these GBTC. The text of these GBTC is stated in the User Interface and it also is part of the Order Form. The wording of these GBTC must be expressly approved by the Customer before dispatching his/her Order.

**Banned Territories:** Countries, territories or jurisdictions where, on the basis of legal regulations or other rules, it is prohibited to keep or use virtual currencies or tokens, further the countries or regimes, subject to international sanctions (especially the EU sanctions list). The Banned Territories also expressly include the United States of America, the People's Republic of China and the Republic of Singapore.

**Customer:** A Consumer or an Entrepreneur who will buy a Program from the Company and who undertakes to comply with these GBTC. The Customer is not entitled to Register or conclude a Contract if he/she is a citizen or resident of the Banned Territory, has a registered office in the Banned Territory, or has other similar relation to one of the Banned Territories.

**Intermediary:** **CRYPTON NETWORK OÜ**, established and registered in Estonia, registration code: 14314541, with its registered office at Harju maakond, Tallinn, Kesklinna linnaosa, Viru väljak 2, 10111, Estonia which, under a contract with the Company, mediates the sale of the Products by means of its network of Marketers.

**Special Terms and Conditions of the Product:** 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 stated in the User Interface and is also part of the Order Form. The wording of the Special Terms and Conditions of the Product must be expressly approved by the Customer before dispatching his/her Order.

## **2. Contract**

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

The Customer who is interested in some of the Products offered on the Website is firstly obliged to set up his/her Account using the procedure laid down in Article 3.1 of these GBTC. Subsequently, the Customer is entitled to bindingly dispatch his/her Order Form, after explicit confirmation that the

Customer has read the text of the GBTC and the Special Terms and Conditions and that he/she agrees with them. The Customer's Order becomes binding upon the dispatch of the Order Form.

If the Order Form is duly completed, the Company will confirm to the Customer the receipt of the Order. The Contract between the Parties is concluded at the time of payment pursuant to the procedure under Article 5 of these GBTC, unless the Special Terms and Conditions of the Product stipulate otherwise.

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 when the Customer is not entitled to buy a selected Product in accordance with these GBTC and the Special Conditions. The Customer is obliged to find out before concluding the Contract whether he/she is entitled to buy the selected Product, in particular, whether there is no connection to any of the Banned Territories. If the Customer had made the Payment before the Order was rejected, the Company would return it to him/her without undue delay, by sending it to the bank account or the cryptocurrency wallet from which the Payment was made, unless it is contrary to the fulfilment of duties of the Company in connection with AML.

## 2.2. The keeping of the Contract

These GBTC and the Special Conditions of the Product constitute an integral part of the Contract. The Special Conditions of the Product specify in more detail the Product chosen by the Customer and the detailed conditions of its purchase.

The Company stores the Contract in text form electronically, in the form of these GBTC and the Special Conditions of the Product. The Customer is entitled to acquaint him-/herself with the wording of the Contract at any time, the text of these GBTC and of the Special Conditions of the Product is available any time in the User Interface.

## 2.3. Declaration of the Parties

The Customer declares that he/she disposes of any authorisations that are necessary for the conclusion of the Contract, and that there is nothing that would prevent him/her from performing them.

The Company declares that it is a duly established and existing company and that it has all the rights to be able to conclude the Contract and that nothing prevents it from performing it.

# **3. Account**

## 3.1. Registration

An Account will be set up on the basis of completion and dispatch of the Registration Form available on the Website. By dispatching the completed Registration Form, the Customer confirms that he/she has acquainted him-/herself with the text of the GBTC and that he/she agrees with it. The Customer is obliged to state the country of his/her permanent residence for verification purposes, whether he/she is entitled to the Registration and the purchase of a selected Product in compliance with the GBTC and the Special Conditions of the Product.

The Customer takes note that any information stated in the Registration Form must be complete and true. If there is any change in the already entered data, the Customer is obliged, without undue delay, to correct such a change in the Account or to inform the Company of such a change. The Company is entitled to withdraw from the Contract and to cancel the Account with immediate effect, if it finds out that the information stated is untrue or incomplete and that it intentionally harms the Company.

The Company is entitled to verify the information provided by the Customer at any time and to require necessary documents for the verification of the Customer, especially his/her ID card, passport, accounts used or bank statements and other documents relating to his/her bank accounts. The Company is entitled to act within duties related to AML in order to fulfil the requirements arising from the relevant legal regulations. Details concerning the fulfilment of duties in connection with AMS on the part of the Company are governed by the Article 8 of these GBTC.

Each Customer is entitled to have only one (1) Account. After successful Registration, the Customer, in order to log into the User Interface, will use his/her email address and password, which he/she shall choose in the Registration Form (hereinafter referred to as the “**Login details**”). If the Customer forgets his Login details, he/she will have to prove his/her identity and the fact that he/she is the owner of the relevant Account.

### 3.2. Using the Account

The Customer is not entitled to allow third parties to open, administer or manage the Account, nor is he/she entitled to act like this on behalf of a third party. The Customer takes note that he/she should not provide third parties with any information from the Account, especially his/her Login details, and any disclosure of the information is at his/her own risk. The Company bears no responsibility for the loss or disclosure of the Login details on the part of the Customer. Simultaneously, the Customer is obliged to always immediately inform the Company of a possible loss or misuse of the Account.

In justified cases, especially in the case of the breach of the Customer's duties or in the case of a suspicion of misuse, the Company may suspend, freeze or cancel the Account. If the Account is frozen, cancelled or restricted in any way according to these GBTC, it is without prejudice to the Customer's existing claims against the Company.

In the case of death of the Customer, the persons authorised to dispose of the Account are obliged to prove their identities to the Company and the fact that they are authorised to dispose of the Account.

### 3.3. Activation of the Product

The Product ordered will be activated on the Customer's Account after the terms and conditions arising from these GBTC and the Special Conditions of the Product are met. In the User Interface, the Customer will see all activated Products and their results, including the above-mentioned possible claims against the Company.

### 3.4. Cancellation of the Account

The Customer is entitled to ask the Company to cancel the Account if he/she has not even one (1) active Product on his/her Account and if he/she has no claims against the Company arising from the

previously purchased Products. The request for cancellation 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 delivery of the request.

## **4. Products**

### **4.1. Products offered**

The Customer may choose some of the Products offered on the Website. The Company reserves the right to adjust the number of the Products offered. Detailed conditions of individual Products are stated in the Special Conditions of the Product. The Customer is obliged to acquaint him-/herself with these GBTC and the Special Conditions of the Product before dispatching his/her Order Form.

The Special Conditions of the Product may be changed subject to the fulfillment of the conditions specified therein; the Customer will always be informed of any change in advance in the User Interface. If the Customer does not agree with the change, he/she will be entitled to reject the changes within ten (10) days from the effective date of a new version of the Special Conditions of the Product and to terminate the Contract with immediate effect.

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

The Product ordered will be activated on the Customer's Account after the Contract is duly concluded, i.e. after the Payment is made in compliance with Article 5 of these GBTC, unless the Special Conditions of the Product stipulate otherwise.

After the login to the Account, the Customer will see all the activated Products and their results in the User Interface, including the above-mentioned possible claims against the Company.

The Company reserves a time period of seven (7) calendar days from the date of conclusion of the Contract in order to activate the Product. After the expiry of this time period, the Product must be fully functional. The time period shall be automatically extended by the days when the Company was not able to activate the Product due to obstacles beyond its control or obstacles it could not prevent in any way, or due to obstacles on the part of the Customer.

The Customer, who is a Consumer, is aware of the fact that the activation of the Product represents the delivery of digital content and that, therefore, after the Product has been activated, he/she is not entitled to withdraw from the Contract without stating a reason within a standard period of fourteen (14) days from the date of conclusion of the Contract. By concluding the Contract, the Customer explicitly agrees with the fact that his/her Product may be activated before the expiry of the period of fourteen (14) days from the date of conclusion of the Contract.

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

The Company will deactivate the provided Product without undue delay after the termination of the Contract in one of the ways stated in Article 12 of these GBTC. After deactivation, the Customer will not see the Product in the User Interface.

## 5. Payment terms

### 5.1. The Payment

The Payment that the Customer is obliged to make under the Contract that is being concluded, is specified on the Website in euros (EUR). The Contract is concluded only after the proper payment of the Payment in one of the following ways, unless the Special Conditions of the Products provide otherwise.

### 5.2. Payment method

The Customer is entitled to make the Payment in Fiat Currencies or in Cryptocurrencies stated on the Website as accepted payment methods. The Company reserves the right to charge a fee for certain methods of payment. A possible fee will always be stated in the Order Form.

### 5.3. The Payment in Fiat Currency

The Payment in some of the offered Fiat Currencies is made in a cashless manner, by wire transfer to the bank account stated in the confirmation of the Order (hereinafter referred to as the “**Bank Account**”). The confirmation of the Order includes any other payment instructions, which the Customer hereby undertakes to follow, so that his/her Payment can be properly identified.

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

### 5.4. The Payment in Cryptocurrency

The Payment in some of the offered Cryptocurrencies is made in a cashless manner, by sending it to the address generated in the User Interface after the Order Form has been dispatched. The Payment is considered made the moment it is credited to the virtual wallet specified in the Order Form. If the Customer does not make the Payment through a payment gateway within the time limit set, i.e. no Payment is made, the Company is entitled to reject the Order. In such a case, the Order is cancelled, and the Contract shall not be concluded.

### 5.5. Receipt form, billing

After the Payment has been received, the Company, without undue delay, will send a receipt form or an invoice to the Customer, if it is issued in connection with the Product purchased. The Company will do so electronically to the Customer's email address.

A possible complaint about the receipt form or the invoice must be filed electronically to the Company's email address, with a verifiable justification. If the complaint was not filed on time or in a proper way, it is deemed that the Customer has approved the receipt form or the invoice.

### 5.6. VAT

The seller is a VAT payer pursuant to the applicable legislation of the Slovak Republic. If, in compliance with the Special Conditions of the Product, VAT applies to the Product, the sum of the

Payment on the Website includes the VAT rate.

#### 5.7. Other payments

A duty can arise from the Special Conditions of some Products to pay regular payments; in such a case, the provisions of this Article will be applied mutatis mutandis.

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

After the Customer's logging into the Account, the Customer will have access, in the User Interface, to the Products purchased and their results or possible claims against the Company. Possible claims against the Company always arise from the Special Conditions of the Product, which may entitle the Customer to the payment of specified sums from the Company. The terms and conditions of the payment of any sums from the Company are governed by the Special Conditions of the Product.

If the Account is frozen, cancelled or restricted in any way according to these GBTC, it is without prejudice to the Customer's existing claims against the Company.

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

#### 7.1. Rights arising from defective performance

The Customer is entitled to exercise the rights from defective performance.

The provision of a selected Product is defective, if it does not have specified properties, if it is not provided with the relevant properties and under the terms and conditions stipulated by these GBTC or the Special Conditions of the Product.

The Customer is entitled to withdraw from defective performance if the Product is defective at the moment of its activation using the procedure pursuant to the Article 4.2 of these GBTC, even if the defect will be detected later. Defects are both obvious and latent defects.

The Customer is obliged to inform the Company of obvious defects immediately after the activation of the Product, no later than within seven (7) days of the date of activation. The Customer takes note that after the Product has been activated, he/she will be obliged to pay usual attention to detect the obvious defects. The Company may not recognise the later reporting of an obvious defect.

If the defect occurs during six (6) months from the activation of the Product, it is deemed that it existed at the moment of takeover, and in such a case, the Customer is not obliged to prove the moment of occurrence of the defect to the Company.

If the defect is removable, the Company is obliged to remove the defect or to provide an adequate discount. If the defect cannot be removed, and if this defect prevents the Product from being used, the Customer is entitled to withdraw from the Contract pursuant to these GBTC or to request an adequate discount.



## 7.2. The exercise of rights from defective performance

If the Product provided has an obvious or a latent defect, the Customer is entitled, within the period of twenty-four (24) months from the provision of the Product, to lodge a complaint. The complaint may be lodged electronically only by means of the Company email address, with an inspectable justification.

If these are essential defects, the Customer will be entitled to choose from one of the following rights: removal of the defect, adequate discount or withdrawal from the Contract. The Customer shall state the right which he/she has chosen upon the lodging of the complaint, but he/she cannot change his/her selection without the Company's consent. If the Customer does not choose the right from defective performance, the Company, within his/her complaint, will proceed in the same way as in the case of reporting an insignificant defect, as set out below.

If the defect is of an insignificant nature, the Customer may request the removal of it or an adequate discount. The Customer shall state the right which he/she has chosen upon the lodging of the complaint, but he/she cannot change his/her selection without the Company's consent. If the Customer does not exercise his/her right to an adequate discount, or if he/she does not withdraw from the Contract, the Company will be entitled to remove the defect.

## 7.3. Complaint procedure

The Company will decide on a complaint no later than within three (3) working days from the moment the complaint was received, and it will inform the Customer of the acceptance or rejection of the complaint in writing. The Company is obliged to handle the complaint within thirty (30) days from the proper lodging of the complaint, and the Company, with the Customer's consent, is entitled to extend the complaint period.

Any communication relating to the complaint is done by means of email communication.

The costs of the complaint are borne by the Company, with the exception of the costs of communication relating to the complaint borne by the Customer him-/herself.

# **8. Duties relating to AML**

## 8.1. Liable person

The Customer is aware of the fact that the Company, i.e. a legal entity providing services relating to virtual currencies, is a so-called liable person under the relevant legislation in connection with AML. The Customer takes note that the Company, from the position of a liable person, is obliged, inter alia, to properly identify and control the Customer, to keep information relating to the Customer and to the transactions carried out by him/her, to report a suspicious transaction, or to postpone the fulfilment of an order.

## 8.2. The Customer's collaboration

The Customer declares that if asked by the Company, he/she will provide any collaboration in the fulfilment of the Company duties pursuant to the relevant legislation in connection with AML,

especially, he/she will, without undue delay, provide any documents and information necessary for the verification of 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 transactions.

### 8.3. The Customer's declaration

The Customer declares that the funds or Cryptocurrencies sent by him/her do not come from criminal activities, and that the purpose of sending the funds to the Company does not consist in money laundering or transactions, the objective of which is supporting or financing terrorism under the relevant legislation in connection with AML.

The Customer further declares that he/she is not a politically exposed person or a person against which international sanctions are applied. The Customer undertakes to inform the Company without delay if there is a change in his/her status according to the previous sentence.

### 8.4. Supervisory body

The activity of the Company, as a liable entity, falls under the supervision of the relevant Financial Intelligence Unit.

## **9. Confidentiality and reputation of the Company**

### 9.1. Obligation of confidentiality

Without the Company's written consent, the Customer must not disseminate or provide third parties with confidential information of the Company or the Related Companies, which includes any information or facts relating to their activity, know-how, the Products offered, technical and commercial procedures, business strategies and business contacts. The obligation of confidentiality does not apply to the information that is publicly available or publicly known.

### 9.2. Prohibition of interference with reputation

Simultaneously, the Customer's action must not in any way damage the reputation of the Company or the Related Companies.

### 9.3. Consequences of the breach

The breach of duties pursuant to this article represents a serious breach of the Contract. The Company is entitled to terminate the Contract with immediate effect, if it learns of such a breach. The termination is without prejudice to the possible further claims of the Company or the Related Companies against the Customer.

### 9.4. Duration of duties after the expiry of the Contract

The duties pursuant to this article survive the expiry of the Contract.

## **10. Protection of intellectual property**

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

The Website, the User Interface and any content of them are protected by the Company's right to intellectual property and they also can be protected by further rights of third parties, especially the Related Companies. The Customer is entitled to browse and download the content of the Website, however, for personal, non-commercial use only. The Customer is not entitled to reproduce, make copies of, distribute, sell, transfer, change, modify or otherwise interfere with the content of the Website in any way, or to use it for other purpose contrary to the meaning of the Contract.

Trade marks, commercial designations, logos, graphic elements, design, site layout, photographs, videos, software, texts or other elements located on the Website, registered or not, represent the intellectual property of the Company or some of the Related Companies, and, without the prior written consent, they must not be used by the Customer in any other way than the way intended by these GBTC.

The Customer is liable for any damages that the Company or some of the Related Companies will incur due to the prohibited use of the Website.

### **10.2. Further prohibited methods of use**

When using the Website, the User Interface or the Account, the Customer undertakes to comply with the applicable legal regulations and these GBTC and not to damage the reputation of the Company or some of the Related Companies in any way.

The Customer undertakes not to interfere with the security, technical substance or content of the Website, not to decompile and re-analyse the Website (reverse engineering), not to collect data from the Website (web mining), not to use the Website in order to send unsolicited messages (spam), and not to send to the Website messages that contain viruses or any other dangerous or malicious programs.

## **11. Danger and risks**

### **11.1. Nature of Cryptocurrencies**

The Customer takes note that Cryptocurrencies may not be suitable for everyone. Before entering into the Contract, the Customer is obliged to acquire sufficient information about Cryptocurrencies, Blockchain and the Product offered, in order to make sure that the Product selected is suitable for him/her and that it corresponds to his/her financial situation. The Company is not responsible for inappropriate Product selection.

The Customer takes note that any action or provision of services related to Cryptocurrencies is extremely risky, that Cryptocurrencies are not a regulated and centralised tool, the value of which has been insured by public legal entities, and that the change in their value or quantity is fully dependent on the action of other private persons.

The Customer is acquainted with the fact that the value of Cryptocurrencies may decrease (even to zero) or increase, without their value being affected by the Company in any way. The Customer understands and is aware of the fact that the value and quantity of the Cryptocurrency, which represents the Customer's claim against the Company, is not affected and covered by the Company in any way, i.e. that with regard to the nature of the Cryptocurrency, his/her claim can end up in a negative value due to the exchange rate development. The Company is not responsible for the exchange rate development of any Cryptocurrency, including its disappearance.

The Customer takes note that business activity relating to Cryptocurrencies is analysed in detail on the part of public authorities, and legislation in relation to this activity may significantly change. Such change may also affect the Company's activity in the future. In such a case, it may be necessary for the Company to make necessary changes in its activity, as well as in these GBTC or in the Special Conditions of individual Products. The Company is not liable for any damage that the Customer could incur due to such changes.

By concluding the Contract and by agreeing with these GBTC and the Special Conditions of the Product, the Customer accepts any risks connected with Cryptocurrencies.

#### 11.2. The risk of shutdown of the Website

The Company will make every effort to ensure that the Website, the User Interface and the Account are always available and that they are protected against common risks, however, the Company is not responsible for the shutdown of the Website, the User Interface or for the inaccessibility of the Customer's Account caused by force majeure, which the Company could not control in any way or avoid. Moreover, the Company is not responsible for changes in or non-functionality of the Website caused by unauthorised access, especially by a hacker attack or a denial of service type of attack. The Company is not liable for any damage that the Customer could incur due to the shutdown or the unauthorised access, or for possible lost profit in the case of maintenance of the Website.

#### 11.3. Risk of damage

The Company bears the risk of damage caused to the Customer due to the breach of the Company's duties during the provision of the Product. Failure to provide the agreed Product due to a force majeure event (*vis maior*), which the Company could not control or foresee, is not considered damage caused by the Company to the Customer.

The Company is not responsible for unexpected events, which include events caused by *vis maior* or cyber attacks of third parties, the threat of which the Company could not foresee and prevent their consequences. Further, the Company does not bear the risk of damage (i.e. it is not liable for damage), unless it is proven that the damage to the Customer's rights would occur otherwise.

## **12. Privacy Policy and Use of Cookies**

### 12.1. Data subjects

When performing Contracts concluded pursuant to these GBTC and when operating the Website, the

personal data of the Customer 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 rules of the processing

The Company makes sure that the processing of personal data of the Data Subjects is legal, fair and transparent. The Company processes personal data always for specific purposes arising from established legal bases, and ensures that each processing of personal data of the Data Subjects is carried out in compliance with regulations on personal data protection, especially in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Individuals with Regard to the Processing of Personal Data and on the Free Movement of Such Data, repealing Directive 95/46/EC (General Data Protection Regulation), and with other regulations on personal data protection.

#### 12.3. Privacy Policy

Any information about the processing of the personal data of the Data Subjects, about the rights of the Data Subjects and about the method of exercising them is laid down in the Company's Privacy Policy published at the foot of the Website.

#### 12.4. The Company's Cookies Policy

By means of the Website, the Company places cookie files in the devices of the Customer and other visitors to the Website for various purposes. Any information about the use of cookie files on the Website is laid down in the Company's Cookies Policy published at the foot of the Website.

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

#### 13.1. Duration of the Contract

The duration of the Contract is specified in the Special Conditions of the Product. If such specification is not expressly stated in the Special Conditions of the Product, then it applies that the Contract is concluded for an indefinite period.

#### 13.2. Agreement

The Parties may terminate the Contract early only on the basis of a mutual written agreement with a notice period of fourteen (14) days. In such a case, the Parties are obliged to settle all rights and duties between themselves.

#### 13.3. Withdrawal

Either Party is entitled to withdraw from the Contract if the Contract was breached by the other Party in such a substantial manner based on which the withdrawing Party would never conclude the Contract. The Company is primarily entitled to withdraw from the Contract if the Customer breaches his/her duty to indicate the complete and true information in the Order Form under the Article 3.1 of these GBTC. For the avoidance of any doubt, the Parties have agreed that the fact that the price of Cryptocurrencies will decrease is not considered a significant breach of the Contract. Withdrawal is effective upon the delivery of a written notice to the other Party.

In the case of withdrawal, either Party is entitled to the return of the already provided performance, no later than within thirty (30) days from the effective withdrawal. The Customer is especially entitled to the right to reimbursement of the Payment or other payments made.

The Customer is not entitled to withdraw from the Contract without providing a reason within a standard deadline of fourteen (14) days from the date of conclusion of the Contract, because the activation of the Product represents the delivery of digital content and the Customer, in the Article 4.2 of these GBTC, expressly agrees with the activation of the Product before the expiry of the standard deadline for withdrawal.

#### 13.4. Notice

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

The Customer is entitled to unilaterally terminate the Contract with a notice period of fourteen (14) days from the date of delivery of the notification to the Company, unless he/she agrees with the change of the GBTC in accordance with 15.9 the Article of these GBTC, or with a change in the Special Conditions of the Product in accordance with the Article 4.1 of these GBTC. The notice must be sent no later than ten (10) days from the effective date of a new version of the GBTC or the Special Conditions of the Product. Further, the Customer is entitled to terminate the Contract unilaterally, if it is stipulated by the Special Conditions of the Product, under the terms and conditions stated in the Special Conditions of the Product.

Without undue delay, after the expiry of the notice period, the Company will return the Payment or other payments made to the Customer, in the amount not covered by the consideration of the Company, by paying it to the bank account or to the cryptocurrency wallet from which the Payment was made.

#### 13.5. Termination with immediate effect

The Company is entitled to unilaterally terminate the Contract with immediate effect, if the Customer demonstrably uses the activated Product for criminal activity or other circumvention of the law. The Company is also entitled to unilaterally terminate the Contract with immediate effect if the Customer's action intervenes with the reputation of the Company or the Related Companies, or if he/she breaches the obligation of confidentiality under the Article 9 of these GBTC, or if he/she seriously breaches the GBTC in another way.

The notice, according to the previous paragraph, becomes effective at the moment of the delivery of a written notice to the Customer. Without undue delay, after the termination of the Contract, the Company will return the Customer the Payment or other paid payments in the amount that is not covered by the present consideration from the Company, sending it to the bank account or to the cryptocurrency wallet from which the Payment was made.

#### 13.6. Consequences of termination

If the Contract is terminated, the Company, without undue delay, will cease to provide the Product and will deactivate the Product in the User Interface.

## **14. Collaboration and contact**

### **14.1. Collaboration of the Company**

The Company undertakes to make any cooperation for the benefit of the Customer during the entire provision of the Product.

Within the provision of the Product, the Company is entitled to make use of the activity of its employees or third parties, with which it is in a legal relationship, while it is responsible for the selection of them.

### **14.2. Network of Marketers**

After purchasing and activating the Product, the Customer is entitled to contact the Marketer, who mediated the conclusion of the Agreement. If the Marketer in question is inactive and does not react to the Customer's request or call within seven (7) working days from the Customer's request or call, the Customer will be entitled to turn to another Marketer. The Customer, however, is always entitled to contact the Company by means of the contact details stated in Article 15.8 of these GBTC.

### **14.3. Communication costs**

The Customer takes note that any costs of communication with the Company or the Marketers shall be borne by him/her, including the costs of using means of distance communication.

## **15. Final provisions**

### **15.1. Further rights and duties of the Parties**

The rights and duties of the Parties that are not expressly governed by these GBTC will be governed by the provisions of the relevant legal regulations.

### **15.2. Severability**

If any of the provisions of these GBTC becomes invalid, ineffective or unenforceable, it will be without prejudice to the validity, effectiveness and enforceability of other provisions of these GBTC.

### **15.3. Assignment**

The Company is entitled to assign the Contract or part of it to a third party, unless it significantly affects the Customer's position.

The Customer is not entitled to assign his/her rights and duties arising from the Contract to a third party.

### **15.4. Dispute settlement**

If a dispute arises from or in connection with these GBTC, the Parties shall strive for an amicable settlement, especially in the form of bilateral negotiations. The Company recommends that the Customer, for this purpose, uses the Company's contact details stated in the Article 15.8 of these GBTC.

Any disputes that arise between the Company and the Customer, who is a Consumer, may be negotiated within an out-of-court dispute resolution, and in such a case, the Customer, who is a Consumer, shall be entitled to contact an out-of-court dispute resolution entity, which, for instance, is the Slovak Trade Inspection (<https://www.soi.sk/>), or to settle the dispute by means of online dispute settlement within the ODR platform (<http://ec.europa.eu/odr>).

If the amicable dispute settlement cannot be achieved, then disputes will be settled by the District Court of Prague 1 or by a higher court with substantive jurisdiction of the Czech Republic.

#### 15.5. Governing law

The governing law for performance under these GBTC is the law of the Czech Republic. If a legal relationship that has arisen on the basis of the Contract includes an international element, the Parties agree with the fact that the contractual relationship will be governed by the law of the Czech Republic. This is without prejudice to the Consumer's rights stipulated in the binding legal regulations.

#### 15.6. Language versions

These GBTC have been prepared in English, Slovak and Czech language versions, while in the case of any discrepancy between these versions, the Czech version takes precedence. Any translations of these GBTC into other languages are of an informative and non-binding nature only.

#### 15.7. Communication

The Slovak, Czech or English language has been chosen as a language of communication.

Communication between the Parties will be conducted in writing only. For the purposes of these GBTC, written communication also means electronic communication, i.e. communication via email. The Company is entitled to deliver any communication for the Customer to the Customer's email address stated in the Order Form. The Customer is entitled to deliver any communication for the Company to the email address stated on the Website in the Contact section. The Parties may agree on another form of communication.

The Customer is aware of the fact that the costs of communication, including the costs of using the means of distance communication, shall be borne by him/her.

#### 15.8. Contact details

The Company's contact details are stated on the Website in the Contact section. The Customer is entitled to contact the Company by means of the above-mentioned contact form, email address or telephone number.



15.9. Change of GBTC

The Company has the right to change these GBTC at any time. The Customer shall be informed of any change in these GBTC. The new wording of these GBTC will be published on the Website.

If the Customer does not agree with a change, he/she will be entitled to reject the changes within ten (10) days from the effective date of a new version of the GBTC and to terminate the Contract.

**These GBTC enter into effect on 1 June 2021.**