

## Terms and Conditions

By registering a new User Account and/or using any of the Services and/or visiting any section of on this Site, the User agrees to be legally bound by: all of the conditions specified in these Terms and Conditions (hereinafter referred to as “Terms”), Privacy Policy, any terms and conditions of promotions, bonuses and special offers which may be found on the Site from time to time.

Please read the Terms carefully before accepting them. You agree that you are free to choose whether to use the Services on the Site and do so at your sole option, discretion and risk.

If you have any doubts about your rights and obligations resulting from the acceptance of the Terms, please consult a lawyer or other legal advisor in your jurisdiction. If you do not agree to accept and be bound by the Terms, please do not open an Account, and/or continue to use the Site. Your further use of the Site will constitute your acceptance of the Terms.

### 1. Disclaimers

Bitcoin and other cryptocurrencies are virtual currencies, digital representations of value that are neither issued by a central bank of any state or public authority attached to a conventional currency, but may be used by any natural or legal persons as a means of exchange and can be transferred, stored or traded electronically<sup>1</sup>. Cryptocurrencies function in a system of consensus network that enables a new payment system and completely digital money. It is powered by its users with no central authority or middlemen. As such any operations with it are not specifically regulated by the Czech or European legal regulation and respective general provisions of the civil law on intangible assets are applicable.

The Company (as defined hereafter) provides exchange services with regard to purchases of cryptocurrency for money and vice versa, as well as arrangement of delivery of cryptocurrency to a third person. These services do not represent payment services within the meaning of Act No. 284/2009 Coll., on payments.

Cryptocurrency does not represent electronic money (as defined by Act No. 284/2009 Coll., on payments) as the former is not necessarily attached to a conventional currency, i.e. it does not have a fixed value in it. Cryptocurrency recorded on particular electronic

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<sup>1</sup> For detail see Opinion of the the European Banking Authority on virtual currencies or Opinion of the Czech National Bank Obchodování s bitcoiny

address does not represent a receivable against any particular person. Similarly, exchange of conventional currency for virtual currency or vice versa shall not be considered as an foreign currency exchange transaction within the meaning of the Act No. 277/2013 Coll., on exchange activities.

The User acknowledges that operations with the virtual currency performed by the Company are therefore neither supervised by any Czech or European Union regulatory authority, nor do they require any special permission.

## 2. Definitions

2.1. Terms beginning with capital letter have hereinafter defined meaning:

Act 480/2004 means the Act No. 480/2004 Coll. on Certain Information Society Services and on amendments to certain acts, as amended.

Agreement means the agreement between the Company and the User on provision of Services, Agreement is concluded under the laws of the Czech Republic, while for its conclusion the Company does not charge any fee to the User.

Alternative authentication means alternative method of verification of the identity of the User by using a series of supplementary questions, to which the answers may know only the User. Alternative authentication procedure may include request to User to provide Photo of identification document (passport, driving license, national ID, etc) together with user photo and other information, that can help to identify the User.

AML policy means the internal set of rules and procedures on prevention of money laundering and financing of terrorism as mandated by the relevant law.

AML Act means the Act No. 253/2008 Coll. on certain measures against legalization of criminal proceeds and terrorist financing as amended.

Authentication means verification of the identity of the User with the usage of the Authentication Code sent to the Device.

Authentication Code means the numeric code delivered by the SMS sent to the Device of the User or by e-mail message sent to the e-mail address of the User. This is a one-time-usage code that cannot be used repeatedly and has a limited validity period.

Authentication Code is a unique identifier of the User and serves for the verification of the identity of the User accessing the Site.

Authorization means a process that results in confirmation of the parameters of the Order by the User. By Authorization the User expresses the correctness of the Order and consent to its execution.

Authorization Code means the numeric code delivered by the SMS sent to the mobile phone of the User. This is a one-time-usage code that cannot be used repeatedly and has a limited validity period. Authorization Code serves to confirm the parameters of the Order by the User. By providing the Authorization Code to the Company the User confirms the correctness of the Order and consents to its execution.

Civil Code means the Act No. 89/2012 Coll., the civil code as amended.

Company or We means Hashtrix s.r.o., registered in Czechia with the registration number: 07225644.

Cryptocurrency means any digital currency based on distributed ledger technology, without any central issuer, such as bitcoin and other digital currencies that are made available on the Site.

Device means the registered mobile phone of the User.

Exchange means an exchange (conversion) of the Money for Cryptocurrency arranged by the Company via the Site.

Exchange Rate means the exchange rate (Article 10.5. hereinafter) under which Transactions are concluded.

Fees means the document containing the information about fees, limits and processing times for the provision of Services.

Force Majeure any event or circumstance, including, without limitation, any natural, technological, technical (i.e. software errors, hardware faults, hacker attacks and unexpected high load on the Site which can cause outage and service unavailability) and political or governmental (which for greater certainty includes an act of state) or similar event or circumstance, which was not reasonably feasible to anticipate at the moment of submission of the Order and is beyond the control of the User or the Company.

Fork means a situation in which a blockchain splits into two separate chains temporarily or permanently. Forks are a natural occurrence during mining, where two chains following the same consensus rules temporarily have the same accumulated proof-of-work and are both considered valid. They can also occur as a consequence of the use of two distinct sets of rules trying to govern the same blockchain. Hard fork can be a radical change to

the protocol that makes previously invalid blocks/transactions valid (or vice-versa), and as such requires all nodes or users to upgrade to the latest version of the protocol software.

Money means national currency that is technologically supported by the Site.

Non-cash transaction means the purchase or sale of Cryptocurrency in exchange for Money, which is carried out by non-cash transfer of Cryptocurrency and Money.

Order is an order addressed to the provider, by which the User requests the conclusion of the Transaction.

Personal Data Protection Act means the Act No. 101/2000 Coll., on the personal data protection and about amendments of certain laws, as amended.

Privacy policy means the set of rules regarding the protection of privacy and data in compliance with the relevant law and available at the Site.

Profile means secured part of the Site created upon the registration of the User with restricted access to particular User.

Registration means the initial registration of the User in the Site while providing his/her personal details and initial Authentication of the User.

Services or Service means online services provided by the Company via the Site, such as arrangement of Exchange of Money for Cryptocurrency or vice versa, or transfer and receipt of the Cryptocurrency.

Site means web site <http://exchmatrix.com> and corresponding software-based application for computers, smartphones and other devices enabling the use of the Services by a User.

Technical support means technical support provided by the Company, relevant information is accessible at email address [support@exchmatrix.com](mailto:support@exchmatrix.com) or by Site internal messaging service.

Terms and Conditions or Terms means these Terms and Conditions of the Company, that govern the contractual relationships between the User and the Company in respect of the provision of Services. The Terms and Conditions form an integral part of the Agreement, where, the provisions of the Agreement and/or subcontracts concluded under the Agreement take precedence over the Terms and Conditions.

Transaction means any transaction under Article 7.2 of these Terms and Conditions.

User or You means any natural person or legal entity, who has entered into an Agreement with the Company, under which the Services that are listed in these Terms and Conditions are provided. A legal person is represented by its statutory body or a representative authorized by a special written power of attorney for the legal acts with officially signed signatures of the members (or member) of the statutory body.

### 3. The Agreement

3.1. The User enters into the Agreement upon the completion of the Registration.

3.2. Terms and Conditions form the integral part of the Agreement and set out detailed rights and obligations regarding the provision of the Services by the Company and use of such Services by the User. Terms and Conditions are applicable to each individual legal relationship concluded between the Company and the User in connection with the agreed performance provided by the Company to the User, and govern the rights and obligations of the parties in their contractual relationship.

3.3. The User by signing the Agreement expresses his explicit and unconditional consent to these Terms and Conditions and at the same time, the obligation to fulfil all his obligations stipulated by these Terms and Conditions.

3.4. The Company has a right to amend the Terms and Conditions ("Amendment") in particular taking into account changes in legislation, conditions on the financial markets, changes caused by developments in technology and the commercial policy of the Company. The User shall be informed about the proposed amendment in the Profile at least one calendar month prior to the date, when the respective amendment enters into force. The User shall always get acquainted with the new version of the Terms and Conditions. The User expresses his consent to any amendment of the Terms and Conditions, which will become effective after the date of conclusion of the Agreement, by email or written notification by Site internal messaging service to the Company expressing his consent. In case the User does not express his explicit disapproval with such amendment of the Terms and Conditions in writing, the amendment of the Terms and Conditions are deemed to be approved by the User and are effective towards him as of the date of effectiveness of the respective amendment of the Terms and Conditions.

3.5. In case the User does not agree with the amendment of the Terms and Conditions, he is entitled to terminate the Agreement in e-mail or writing at no costs, before the date of effectiveness of the new Terms and Conditions. The termination of the Agreement in this case will become effective on the day it was delivered to the Company.

3.6. The Privacy policy, the AML policy and the Fees form the integral parts of the Agreement. The Company is entitled to amend these documents in compliance with the rules governing amendments of the Terms and Conditions in previous paragraphs.

3.7. Any references to the masculine gender shall also mean the feminine gender.

#### 4. Subject of the Agreement

4.1. The Company is obliged to provide the User with access to the Site via which the Services are offered and the User has right to use the Services and is obliged to pay agreed fees for use of such Services according to the Fees.

#### 5. Registration and the Profile

5.1. For performing of Transactions at the Site the User is to complete the process of registration of the Profile. The Profile is used to access the information regarding the amount of Money available to the User on the Site in order to purchase the Cryptocurrency, Transaction concluded and information regarding the overview of the Services provided, to submit Order regarding the Services, and to receive and send messages from/to the Company. The Profile thus serves as a main communication channel between the User and the Company.

5.2. The User is allowed to use only one Profile. Only the User and no other person is authorized to use the Profile. You shall not assign, transfer, charge, create a trust over or otherwise deal in Your rights and/or obligations under these Terms (or purport to do so). It is also prohibited to transfer funds between the Accounts of different Users of the Site.

5.3. Process of creation of the Profile ("Registration") is performed by the User via e-mail or mobile phone number at its choice.

5.3.1. When creating a Profile via mobile phone number, the User shall provide a telephone number, to which an Authentication Code shall be sent, the User will also choose a password.

5.3.2. When creating a Profile via e-mail, the User shall provide its e-mail address, to which an Authentication Code shall be sent, the User will also choose a password.

5.3.3. We reserve the right to reject Your application, without reference to You or without reason and without liability to You. Where Account registration details are found to be inaccurate, misleading or incomplete, Company reserves the right to close the User Account.

5.4. When completing the Profile, the User shall also provide the PIN Code to access the Profile in case of password loss. After opening Your Account, you must not disclose (whether deliberately or accidentally) your Username and password to anyone else.

5.5. After applying the Authentication Code, the User must fill the prescribed details in the relevant form at Profile. The User gets a full access to his Profile once the Registration and verification process is completed.

5.6. The Profile is accessible by the User via the Site on a basis of individually set user name and password and verified via Device and/or email, address, date of birth and uploading of identification documents. The User is obliged to keep his user name, password and PIN Code secured and not to disclose user name and password to any third party.

5.7. In case the User forgot the password, a new password may be generated based on available and described methods of password retrieval mechanisms on the Site.

5.8. The User may change his password and other identification details any time after the Registration process is complete. The User is advised to change password regularly.

5.9. The User is obliged to immediately notify the Company (Technical support) in case the user name, the password or other relevant Profile information was lost, stolen, the Profile was accessed by a third party without the User's consent or if there is a substantial risk or a suspicion of an unauthorized access to the User's Profile. You are entirely responsible for maintaining the confidentiality of your password and you have sole responsibility for any and all activities that occur under your Account. You remain liable for losses incurred by yourself or a third party on Your Account.

5.10. The Company is not responsible for any damage caused by the incorrect Order inserted to the Site by the User or for any damage caused by the loss or theft of a password or other access information that has not been reported by the User in accordance with the relevant provisions of these Terms and Conditions.

5.11. Any Order or information inserted in the Profile is deemed to be made or provided by the respective User.

5.12. Any information made available in the Profile by the Company is deemed to be received by the User. The User is advised to regularly access his Profile and check delivered messages.

5.13. The Company reserves the right to delete User Profile in the following cases:

Inactive User Profile. The User Profile is considered inactive if the User has not logged into User Profile via Site for more than one year (twelve consecutive months). Inactive User Profiles may be deleted by the Company after three previous email warnings made thirty (30), ten (10) and one (1) day prior to the deletion.

Use of false and incomplete information if it harms the interests of the Company and/or third parties.

Violation of any of the provisions of the Terms.

## 6. Due diligence

6.1. The User is obliged to provide all necessary cooperation and correct information in relation to the due diligence procedure established on the Site and required by the relevant law, in particular the AML Act.

6.2. The Company uses Finchecker services for due diligence procedure. The Company reserves the right to change the contractor for the due diligence procedure without notification of the User. The amended name of the contractor shall be indicated in the Terms.

## 7. Services

7.1. In their Profile, the User has the access to two different sections: individual and merchant.

7.1.1. As an individual, the User can perform the following:

accepting cryptocurrency;

replenishment of the balance with fiat currency;

exchange cryptocurrency for fiat currency and vice versa;

withdrawal of crypto or fiat currency;

make mass payments based on the shipping address, phone or email of the User;

earn money on an affiliate program;

communicate with technical support.

7.1.2. As a merchant, the User can perform the transactions described herein above plus:

create invoices;



connect acquiring to your online store / service through the API and see all the operations;

set up automatic bill payment;

set up automatic payment of received money to a bank account or crypto account.

7.2. The Company provides the Services to the User on a basis of a particular Order of the User received by filling in the appropriate form on the Site. The Company does not accept any Order from third parties. The Order has to be clear and specific, for that purpose the Order shall contain information specified in the particular form.

7.3. Users are allowed to submit following Orders:

- a) to purchase the Cryptocurrency at the Exchange Rate from a third person via the Site.
- b) to sell the Cryptocurrency at the Exchange Rate to a third person via the Site.
- c) to process any other Order that is technically available on the Site such as a delivery of the Cryptocurrency to a third person (or to the User on a specified address).

Please note that, the receipt of delivery of the Cryptocurrency from a third person does not require any action or an Order to be submitted by the User.

7.4. Any Order submitted by the User shall be verified by the Company through a pre-set PIN code together with an SMS sent to the Device provided by the User, a QR code or other means available on the Site.

7.5. The User can submit automatic Orders that shall be executed at certain time or repeatedly when specified condition (typically price condition) is met.

7.6. Any debts owed by the User to the Company can be set off by the Company, i.e. corresponding amount of Money sent to the Company for arranging the purchase of Cryptocurrency or Cryptocurrency that is kept by the Company or deducted from the Cryptocurrency account of the User. Fees related to certain Transaction or any other operation with the Money sent to the Company in order to purchase the Cryptocurrency are deductible upon execution of such Transaction or other operation.

7.7. Amount and types of fees charged by the Company for the provision of the Services are defined in the Fees. The Company reserves the right to update and edit the Fees (see art. 2.4 et seq.). The User may pay fees in the Cryptocurrency or the Money, as stated in the Fees.

8. The Money

8.1. In order to purchase the Cryptocurrency, the User may use their credit or debit card; or may transfer a corresponding amount of Money to the bank account of the Company, which is indicated on the Site, according to the current Exchange Rate.

8.2. The User bears any cost and fees related to the transfer of the respective amount of Money under Article 8.2 hereof. The User is entitled to purchase the respective amount of the Cryptocurrency when the amount of the Money corresponding to the respective amount of the Cryptocurrency necessary for fulfilment of the pending Order is credited to the bank account of the Company indicated on the Site. Subsequently, the corresponding amount of Money available for the Transactions is indicated in the Profile.

8.3. To request the outstanding amount of Money which has not been used for the purchase of the Cryptocurrency or has been obtained for the sale of the Cryptocurrency, the User has to fill in the corresponding form in the Profile and specify details of User's bank account to which the Money shall be transferred.

8.4. For the security reasons and for the protection of User's interests a request of the User for the transfer of the Money may be put on hold for up to 30 (thirty) calendar days following any substantial Profile information change, such as password, Authorization method, bank account information etc.

8.5. The Company has the right to refuse to process the Order or to cancel such Order e.g. if an Order is submitted under suspicious circumstances or it is necessary for the protection of User's interests.

8.6. Money sent to the Company by the User in order to purchase the Cryptocurrency is the property of the Company.

8.7. The User is informed on a corresponding amount of Money sent by the User to the Company in order to purchase the Cryptocurrency in the Profile. The Profile also provides a record of all past transfers of Money to the Company.

8.8. Quantitative and time limits for the purchase of the Cryptocurrency and the request for the transfer of the Money are stipulated in the Fees.

8.9. The Company is not a provider of payment services within the meaning of the applicable law. Transfers of Money are provided by authorized third parties such as credit institutions and other payment services providers. The Company shall be not held liable for services provided by such third parties.

8.10. The Company is authorized to use the Money without a consent of the User only in following instances:

- a) The settlement of service charges according to the Fees.
- b) The performance of the legal obligations imposed on the Company by an applicable law or a regulation and a judicial or an administrative decision.
- c) The settlement of mutual liabilities and receivables in case of termination of the Agreement.

## 9. The Cryptocurrency

9.1. The company does not support (i.e does not allows for exchange) any hard or soft Forks of the enabled Cryptocurrencies on the Site. All hard Forks are the property of the Company and the Company does not add any compensation to the User for them.

9.2. The User has an access to the Cryptocurrency via his/her Profile.

9.3. The Profile enables the User to transfer, receive and exchange the Cryptocurrency (the "Cryptocurrency Transactions").

9.4. The User is informed about a processing of a Transactions via the Profile. The Profile provides also information about all cancelled, executed and not-executed and Orders for 10 (ten) years since registration of the User.

9.5. The Company is not allowed to block, write off or otherwise handle the Cryptocurrency purchased via the Site, unless specified otherwise in the Agreement.

9.6. The Company does not accrue and pay any interest out of the Cryptocurrency purchased via the Site.

9.7. The Company does not bear any liability out of exchange rate fluctuations and corresponding changes in the value of the Cryptocurrency.

9.8. In justified cases the Company has the right to refuse to receive Cryptocurrency or carry out a cryptocurrency transaction such as where suspicious circumstances arise or when it is necessary for a protection of the User's interests.

9.9. Quantitative and time limits for the cryptocurrency transactions are set in the Fees.

## 10. The Exchange of the Cryptocurrency

10.1. The User is allowed via the Site to exchange with another User specified amount of Money for corresponding amount of the Cryptocurrency and vice versa based on the

current Exchange Rate disclosed on the Site. The Exchange is executed through the Site based on an Order submitted by the respective User via his Profile . The Company is not a party to the Exchange between respective Users, the Company only technically arranges such Exchange.

10.2. The Exchange is executed on the basis of the Order to Exchange. Order to Exchange may be either Market buy Order or Market sell Order.

10.3. The Market buy Order represents the User's offer to buy a certain amount of the Cryptocurrency. The Order shall be executed at the current Exchange Rate disclosed on the Site. In case more Market sell Orders are placed on the Site by other Users at time of placement of such Market buy Order, the Exchange is effectuated with the first Market sell Order matching the User's Market buy Order that was submitted to the Site (time priority).

10.4. The Market sell Order represents the User's offer to sell a certain amount of Cryptocurrency. The Order to sell shall be executed at the current Exchange rate disclosed on the Site. In case more Market buy Orders are placed on the Site by other Users at time of placement of such Market sell Order, the Exchange is effectuated with the first Market buy Order matching the User's Market sell Order that was submitted to the Site (time priority).

10.5. The Order can be active continuously until one of the scenarios will become true:

- a) Order can be cancelled by User by his will only if it wasn't fully or partly completed.
- b) Order can be cancelled by the system.
- c) Order is fully or partly completed.

10.6. The Exchange Rate is determined by the Company based on (i) references from other Cryptocurrency exchange platforms, (ii) supply and demand for the respective Cryptocurrency and (iii) anticipated development of the value of the respective Cryptocurrency on the market. The current Exchange rate is disclosed to the User in the Profile.

10.7. To place the Order the User has to fill in the corresponding form in the Profile and has to have adequate amount Money sent to the Company or Cryptocurrency on his/her respective Money status or Cryptocurrency status necessary for completion of the Transaction.

10.8. User can place as much Orders as Site's capability allows. As soon as overall quantity of all Orders in system reaches maximum Order count on Site, placing new Orders will be disabled by the system.

10.9. The User can call back the Order until it is matched with corresponding matching counter Order.

10.10. The Order is matched automatically once corresponding counter Order is submitted by another User to the Site.

10.11. An Order can be executed partially. In such a case another Order for the amount of outstanding balance of the initially placed Order shall be automatically placed as new Order.

10.12. The settlement of the Order is carried out by automatic transfer of the corresponding Money and Cryptocurrency indicated in the Order and counter Order by the Company.

10.13. Without unnecessary delay after the conclusion of the Exchange, the Company shall make available to the User in the Profile a Transaction confirmation containing the agreed terms and conditions of the Exchange and the date of conclusion of such Transaction and identification of the Users involved in the Exchange.

10.14. Quantitative and time limits for the Exchange are set in the Fees.

10.15. Information on all Orders submitted, cancelled, executed and settled are made available to the User in the Profile.

## 11. IP rights

11.1. Company either owns all the intellectual property rights for all the content available for the User on the Site, including but not limited to the underlying HTML (or other source code), text, images, audio/video clips, or has obtained the permission of the owner of the intellectual property to use the specified content on this Service.

11.2. User is granted a nonexclusive, nontransferable, revocable, limited license to access and use the Service and content in accordance with the Terms, provided that:

The User agrees that the Company is not liable for any losses which may incur as a result of using this limited license;

The User shall not modify any of the contents and use it in commercial purposes;

The User shall not copy, reproduce or any other way share the above stated content.

The User shall not perform any actions aimed to using the above stated content in any unreasonable way and/or causing any harm and/or disfunction the Services, Site etc.

11.3. The Company reserves the right, at its sole discretion, to change, modify, add, remove or terminate this license at any time for any reason.

11.4. Except as expressly provided in these Terms, nothing contained herein shall be construed as conferring on User or any third party any license or right, to intellectual property rights. Service together with the content are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Any proprietary notice should not be removed when using or downloading any content from the Service. The User is not granted the right to use any branding or logos used in Services.

## 12. Delivery of Cryptocurrency via the Site

12.1. The Company offers to Users arrangements for the delivery of Cryptocurrency from the User to a third person via the Site. Cryptocurrency can be sent to:

a) other Users to their Cryptocurrency wallet with Hashtrix or third party provider.

b) other Users to specified mobile number.

c) any other persons that have a Cryptocurrency wallet with third party provider.

Cryptocurrency will be sent to the specified Cryptocurrency wallet number.

d) any other person that is not the User at the moment of the transfer of Cryptocurrency to specified mobile number. Such person will receive notification by a SMS message confirming that the respective User sent it the amount of Cryptocurrency and providing a link to the Registration as a User with Hashtrix in order to access the respective amount of the Cryptocurrency.

12.2. The User states the amount of the Cryptocurrency to be transferred by the User to a third person in an Order. In such Order the User shall specify where the Cryptocurrency shall be made available to third person.

12.3. To finalize the Order, Authorization is necessary from the User. In order to confirm the Transaction, the User must enter an Authorization Code sent to his Device as well as the PIN Code in the Profile.

12.4. Information on all Orders submitted, cancelled, executed and settled are made available to the User via the Profile.

## 13. Representations and Warranties. Legal requirements. Restrictions.

13.1. The User declares that he fully understands general principles underpinning the Cryptocurrencies and is well aware of the Cryptocurrency features, such as its intangible nature, its specific governance mechanism, rapid changes in value and other risks involved in using, holding, Exchange of or investing in the Cryptocurrency.

13.2. The User declares that he has the full legal capacity to execute transactions with the Cryptocurrency and is not subject to any limitations or restrictions involving Cryptocurrency. If the User is a legal entity, it warrants that it is duly established and existing in accordance with the law that governs their establishment and existence, respectively, and the person acting on behalf of the legal entity hereby further represents that it is authorized to act on behalf of the legal entity and to undertake obligations pursuant to the Terms.

13.3. The User acknowledges that the Company discloses in the Profile the current Exchange Rate and Exchanges concluded in past via the Site. The Company does not provide any recommendations on Exchange Rate as well as any forecast regarding the Exchange Rate. The User accepts all the economic risks related to concluding any Exchange at the Exchange rate disclosed on the Site at particular time when respective Order submitted to the Site. The Company does not guarantee that an Order will be executed.

13.4. The User understands that all the operations with the Cryptocurrency have irreversible character and that assets acquired during the Exchange can be returned only on the basis of additional Transaction agreed with the respective other User. However, should a Force Majeure event occur, the Company reserves the right not to finalize the respective Transaction.

13.5. The User is obliged to keep information in the Profile up-to-date and submit any changes thereto without any delay.

13.6. The User acknowledges that Site is under continuous development and therefore occasional technical irregularities may occur and some or all of its functionalities may be temporarily restricted or unavailable to the User. The Company shall use its best endeavours to inform the User accordingly. The User accepts described risks associated with using the Site.

13.7. The User acknowledges that the Site can contain external links to other sites in the Internet network (third parties' sites). The third parties' sites and their content are not checked as regards their authenticity, completeness or legality, etc. The Company will not

be liable for information and materials published on the third parties' sites, which the User can access via the Site, and it does not assume any responsibility for expressed opinions or statements on the third parties' sites, advertising materials, and any consequences of use of the third parties' sites.

13.8. The User acknowledges that the Company is required by the AML Act to obtain certain information and documents from the User and persons acting on his/her behalf and conduct certain verifications. To this end the User shall provide to the Company necessary information, documents and cooperation.

13.9. The User warrants that all of the information given to the Company or other persons providing operation of Service is genuine and complete, meanwhile in case it was not, or if the User omitted to give certain information to the Company, the Company shall not be responsible for any damages, losses and/or harm, which may occur either to the User or to third parties as a consequence of this behavior. The Company hereby reserves the right to delete the User Account if false or incomplete information is provided by the User.

13.10. The User shall be responsible for obtaining necessary information about tax or similar obligations arising in relation to the provision of the Service as well as for complying with the corresponding obligations. The User hereby further acknowledges that the Company is responsible neither for obtaining the above-mentioned information nor for fulfillment of such tax (or similar) obligations. The Company shall not be considered as a tax agent for the User.

13.11. The Company does not intend to enable the User to contravene applicable law. You represent, warrant and agree to ensure that your use Site services will comply with all applicable laws, statutes and regulations. The Company shall not be responsible for any illegal or unauthorized use of the Site services by the User.

13.12. The User is prohibited to conclude the Exchange with another User based on the Order submitted on the Site outside the Site or not adhering to the procedure outlined in the art. 10 hereof.

13.13. The User is prohibited to use the Site in any other way than as stipulated in the Agreement; in particular, the User is not allowed to promote and/or market products or services on the Site unless the parties have entered into a specific agreement.



13.14. The User is prohibited to use the Site for unlawful purposes including money laundering, financing of terrorism and any other activity that is illegal under the law governing the Agreement or any law generally applicable to the User.

13.15. The User is not allowed to:

- a) Copy and/or disclose any information made available to him/her in the Site except when this function is explicitly contemplated by the Site.
- b) Copy or in any other way use the Site as well as its design for other purposes than for the use of the Services according to the Agreement and the Terms and Conditions.
- c) Use personal data of third persons without their permission.
- d) Modify in any way the Site, its part and take any actions aimed at modifying the functionality or operability of the Site.

13.16. Citizens and legal entities from the following countries and territories are prohibited to register at the Site and use its Services:

Afghanistan, Albania, Bangladesh, Barbados, Belarus, Botswana, Burkina Faso, Cambodia, Cayman Islands, Crimea, Donetsk People's Republic, Ghana, Iran, Iraq, Jamaica, Luhansk People's Republic, Libya, Mauritius, Morocco, Myanmar, Nicaragua, North Korea, Pakistan, Panama, Republic of Cuba, Russian Federation, Senegal, Somali, Sudan, South Sudan, Syria, Uganda, Ukraine, USA, Yemen, Venezuela, Zimbabwe.

If you are not sure if you are allowed to register at the Site, please contact us.

#### 14. Exclusion of Our liability. Terms breach

14.1. The Company shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage, including but not limited to the loss of data, profits, business, opportunities, goodwill or reputation as well as business interruption or any losses which are not currently foreseeable by us arising from or in any way connected with your use, of any link contained on the Site.

14.2. You hereby agree to fully indemnify and hold harmless the Company, its directors, employees, partners, and service providers for any cost, expense, loss, damages, claims, liabilities and expenses, including legal fees and any other charges whatsoever howsoever caused that may arise in relation to your use of the Site.

14.3. In case of breach by the User of any obligation under the Agreement or applicable laws or in case of collusion with another User or any third person to such purpose, the

Company is entitled, at its full discretion, to restrict access to certain functionalities of the Site, temporarily freeze the Profile, cancel the Profile or terminate the Agreement with immediate effects.

14.4. The Company shall have the right to require compensation for any loss or other damage caused by the breach of User's obligations so You will be required to fully cover any claims, liabilities, costs or expenses (including legal fees) and any other charges that may arise as a result of a violation of the Terms by You.

14.5. The Company shall not be held liable for any loss caused by the use of the Site by the User, unless such loss was caused deliberately.

## 15. The Assignment

15.1. The Company has the right to assign its receivables under the Agreement or assign the Agreement as such. By accepting the Agreement, the User provides the consent on assigning of receivables and liabilities and the Agreement to any third party.

15.2. In case of receivables and liabilities are assigned, the Company shall make available such information to the User via the Profile.

## 16. The Non-disclosure obligation

16.1. The Company shall not disclose any information regarding the User, his Profile, Money and Cryptocurrency that is obtained via the Transactions and provision of Services under the Agreement. Non-disclosure obligation is not breached in cases where such information is publicly available, disclosure is required by the applicable laws or judicial or public authorities or the User agrees with such disclosure. Non-disclosure obligation is not affected by the termination of the Agreement.

16.2. The User authorizes the Company to use any information available on the Profile for improvement of the Services and the Site, as well as for own marketing purposes.

## 17. The Duration and termination of the Agreement

17.1. The Agreement is entered into for an indefinite period.

17.2. Either of the parties of the Agreement may terminate the Agreement at any time. The Profile is automatically cancelled upon the termination of the Agreement.

17.3. Upon the termination of the Agreement by the User, such termination shall become effective as of the day following after the day on which the relevant notice of the termination is delivered to the Company, unless a later effective date is specified in the

relevant notice of termination. Without unnecessary delay after receipt of the respective notice the Company shall inform the User about any obligations and liabilities towards the Company and any Transactions and Orders that have not yet been settled and about the terms and the manner in which such obligations will be settled with the exercise of professional care. In case of the termination of the Agreement by the User, the parties of the Agreement have agreed that any and all liabilities will be settled as of the date on which the termination of the Agreement becomes effective. The Company shall send Money not used for the purchase of the Cryptocurrency to the User's bank account and makes available to the User Cryptocurrency purchased via the Site.

17.4. The Company may terminate the Agreement in writing effective as of the end of the second calendar month following the month in which the relevant notice of termination of the Agreement is delivered to the User to the address stated in the Profile, unless a later time is specified in the relevant notice of termination or agreed with the User. As of the same date, the Company shall settle any and all liabilities and, in particular, perform any and all Transactions under the Orders outstanding prior to the date on which the relevant notice of termination was delivered to the User. For their settlement, procedure under Section 17.3. applies *mutatis mutandis*.

17.5. Notices of termination must at all times be made in the language in which the Agreement has been executed or in the Czech language.

17.6. The Agreement may also be terminated by agreement of the parties to the Agreement. This agreement must be made in writing.

17.7. Termination of the Agreement, by notice or otherwise, shall not affect the Transactions concluded under this Agreement and existing rights and duties of the parties to the Agreement, which rights and duties shall be settled in accordance with the applicable provisions of the Agreement.

## 18. Complaints and support

18.1. The User is entitled to submit a complaint regarding the operation of the Site via communication channel available on the Site or via e-mail sent to the Technical support.

18.2. The Company shall assess such complaint without unnecessary delay and shall inform the User on its conclusion within 30 days from the receipt of such complaint.

18.3. The procedure described in this article applies *mutatis mutandis* to any queries by the User.

## 19. Personal data protection

19.1. The processing of personal data to the extent necessary for the conclusion of the Agreement and its performance is carried out in accordance with the Personal Data Protection Act and the Act 480/2004. The User hereby voluntarily provides consent to the Company within the meaning of the Personal Data Protection Act and Act 480/2004 Coll., with the processing of his personal data entered in Profile for performance of the Agreement, for Registration, control and marketing purposes in the course of the business of the Company as a data controller. The User provides the consent for the duration of the Agreement with the Company and for a period of ten (10) years after the termination of the Agreement, but at least for the period necessary to protect the rights of the Company and to meet statutory obligations. The Company is authorized to process personal data in a systematic manner, by automated or other means through an information system. The processing of personal data shall include the collection, access, modification, replenishment or repair, search, use, dissemination, disclosure, storage, blocking as well as their storage on any medium.

19.2. The part of the consent of the User under Article 19.1 of these Terms and Conditions is also the consent to the access and transfer of personal data to third parties, in particular (a) to persons whom are provided personal data from the Company in the course of fulfilment of their statutory or contractual obligations or cooperate with the Company in connection with the Agreement (b) persons to whom the Company assigns a receivable from the User or with whom negotiate such assignment.

19.3. The User hereby provides an explicit consent and authorizes the Company to transmit personal data for the purpose of providing or offering the services of the Company for further processing to the companies cooperating with the Company. This consent is provided by the User for a period of ten (10) years from the date of the signature of the Agreement.

19.4. The User acknowledges that the granting of consent to the Company under Article 19.1, 19.2 and 19.3 Terms and Conditions is voluntary. The User confirms that has been informed about his right of access to information in accordance with Section 11 and Section 12 of the Personal Data Protection Act. In case that the User discovers that the Company and/or any other person whom personal data have been disclosed has violated the applicable data protection obligations, is entitled to contact the Company and, if applicable, the Personal Data Protection Office ([www.uoou.cz](http://www.uoou.cz)) and request a remedy for such a breach. The User confirms that the Company has been instructed of his/her rights

under Section 21 of the Personal Data Protection Act to protect personal data against a person in breach of its obligations.

19.5. By providing the consent to the processing of personal data within the meaning of this article, the User has the right of access to his or her personal data, the right to the amend of personal data, as well as other rights provided for in Section 21 of the Personal Data Protection Act, i.e. the right to request from the Company an explanation, in case the Users deems the processing is in violation of the Personal Data Protection Act and/or protection of the User's privacy, or that personal data is inaccurate and the User has the right to request appropriate measures, e.g. by blocking, amendment, correction, or deleting the personal data. In case the User is entitled to withdraw his consent in accordance with the Personal Data Protection Act, he will do so in the form of a registered letter addressed to the registered office of the Company with effect from the date of delivery of such notification to the Company.

19.6. The parties of Agreement are obliged not to disclose any confidential information to a third party for any purpose nor to use them except when (a) they have obtained a prior written consent of the other party; (b) such disclosure is required by applicable laws, regulations or international agreements, judicial or administrative decision; (c) they are to provide confidential information to the group of the party and its agents, lawyers, accountants, expert advisers; (d) in case that one of the parties enforces its claim against the other party through judicial proceedings if such use the information necessary for legal proceedings; or (e) it is expressly permitted by these Terms and Conditions or Agreement. For the purposes of this provision, "confidential information" means any information relating to the business conditions of the contractual relationship between the Company and the User as well as the information provided by the parties between themselves and their respective advisors on issues relating to the contractual relationship. Confidential information does not include information that is or becomes publicly available (other than unauthorized use or disclosure) or information provided to one of the parties by a third party that is authorized to provide such information.

19.7. The User has the right to access to data related to his person, based on written request of the User. The Company may charge for information provided at the request of the User the cost of providing it.

19.8. Disagreement with the processing of personal data for the purpose of offering business and services related to activities of the Company shall be expressed by the User in writing by registered letter to the address of the registered office of the Company.

Disagreement with the use of certain personal data for the purpose of offering goods and services shall have no effect on the extent and quality of the Services provided to the user by the Company under the Agreement.

## 20. Choice of law and dispute settlement

20.1. Whereas the Company intends to enter into Agreement with Users of various nationalities all over the world, the Agreement is governed by and is to be construed in accordance with the laws of the Czech Republic.

20.2. Any claims shall first send to the other party describing basis and essential feature of the claim. The parties shall try solve all disputes by means of negotiation.

20.3. Any disputes (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by the Terms or otherwise arising in connection with the Terms, that was not resolved in the negotiation shall be decided by the respective courts of the Czech Republic.

## 21. Changes to the Terms and incorporated documents

21.1. The Company reserves the right to amend, modify, update and change any of the Terms for a number of reasons, including commercial, legal (to comply with new laws or regulations) or customer service without prior notice. The most up-to-date Terms and their effective date are available on the Site. We will notify the User of any such amendment, modification or change by publishing the new version of the Terms on the Site. It is the responsibility of the User to make sure that he is aware of the current terms and conditions of the Terms and the Company advises the player to check for updates on a regular basis. The Company reserves the right to modify the Site, services and software and/or change the system specification requirements necessary to access and use the Services at any time and without prior notice.

21.2. If any change is unacceptable to you, you may either cease using the Site, and/or close Your Profile by complying herewith. Your continued use of any part of the Site after the date on which the Terms are stated to come into effect will be deemed to be your binding acceptance of the revised Terms, including (for the avoidance of doubt) any additions, removals, substitutions or other changes to the identity of the Company, whether or not you have had notice of, or have read, the revised Terms.

21.3. In addition to these Terms, please review any other rules, policies and terms and conditions relating to the products and services available on the Site as notified to You by Us from time to time, which are incorporated into these Terms by reference.

## 22. Concluding provisions

22.1. The Company deals only with the User (acting in person or by its statutory body) in respect of the provision of Services under these Terms and Conditions and Agreement. Another person is entitled to represent the User in negotiations with the Company only on the basis of a special power of attorney granted by the User with an officially authenticated signature (authorized person).

22.2. For the User, only those persons who meet the condition of identification according to the AML Act may submit Order and conclude Transaction and use Services under the Agreement. In accordance with Section 4 Paragraph 5 of the AML Act, the User must determine whether the User or his related persons is a so-called politically exposed person.

22.3. If any clause of the Agreement is found to be void, ineffective or unenforceable, the validity, effectivity and enforceability of other clauses of the Agreement shall not be affected.

22.4. The headings in these Terms are provided for reference only and shall not affect the interpretation or construction of any provision.

22.5. If any of the Terms specified herein are determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law. In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, Our original intent.

22.6. Any notices and announcements made hereunder or any other messages addressed to the User shall be sent by the Company to the email address of the User specified in the User Profile, or made available to the User upon login into the User Profile.

22.7. These Terms and Conditions including documents anticipated and referred to thereby constitute a complete definition of rights and obligations between the User and the Company and supersedes any previous agreements or provisions on the same subject.

22.8. These Terms and Conditions shall have the legal force on the date of their publication on the Site.

22.9. These Terms and Conditions may be drawn up in different languages. In case of any inconsistency the English version of the Terms shall prevail.

Last amended on August 28th, 2024.