

## General Business Terms and Conditions

Within the meaning of decentralized market development, the company **CRYPTON DIGITAL SE**, Company ID No.: 51 051 435, registered office Staré Grunty 18, 841 04 Bratislava, registered in the Commercial Register of the District court Bratislava I, Section 4211/B (hereinafter referred to as "**Company**") provides its Customers services in the field of Blockchain technologies specified on the website: <https://crypton.digital/> (hereinafter referred to as "**Websites**")

The Company's objective is to provide its customers a possibility to participate on development of alternative payment forms independent from centralized institutions on the basis of their free will (hereinafter referred to as "**Objective**"). The Company declares that it has the necessary "know-how" and disposes of technological equipment necessary to achieve the stated Objective.

The Company treats its customers carefully with using all its knowledge and experience gained in the field of Blockchain technology. The company always tries to fulfill its duties with the greatest care and in the fastest possible time.

### 1. Basic Provision

#### 1.1 Introduction

These General Business Terms and Conditions (hereinafter referred to as "**GBTC**") are intended for provision of services and offering of products of the Company, in particular, for provision of below-listed Programs.

### 2. Definition of Terms

**Backoffice Program:** Its meaning is defined in the Article 5.1 vii) hereof.

**Benefit:** Funds obtained by mining of Cryptocurrencies through software or hardware provided by the Company, which a Customer is entitled to receive from the Company, in a situation that the Company will only be their intermediary.

**Bitcoin (BTC):** A digital currency unit of a decentralized payment network operating independently of state and bank institutions.

**Blockchain:** Distributed decentralized database containing constantly expanding number of records that are protected against unauthorized interference by third parties, whether inside or outside the network.

**Cloud Program:** Its meaning is defined in the Article 5.1 i) hereof.

**Collateral Benefit:** An amount in Euro (EUR) provided in the selected Cryptocurrency, which the Customer receives to the Account from the Company every two months under the concluded Collateral Program.

**Collateral Program:** Its meaning is defined in the Article 5.1 vi) hereof.

**Collateral Account:** An account held in Bitcoins (BTC) specified in the Collateral Program Agreement to which the Customer transfers Collateral for performance of that Agreement.

**Collateral:** An amount set in Euro (EUR), Bitcoins (BTC) which the Customer deposits into the Collateral Program through the Collateral Account in Bitcoins (BTC).

**Deposit:** A fixed amount which the Customer provides to the Company in the form of a loan within the Deposit Program.

**Deposit Benefit:** A sum in a certain amount according to the amount of the paid Deposit set out in Euro (EUR) provided in the selected Cryptocurrency which the Customer receives from the Company each month within the concluded Deposit Program.

**Deposit Program:** Its meaning is defined in the Article 5.1 iii) hereof.

**Agreement on Change of Commitment:** A mutual agreement between the Customer and the Company on change of Subject of the Agreement due to the fact that Miner is no longer in stock and it would be unduly difficult for the Company to procure it.

**HODL Index Program:** Its meaning is defined in the Article 5.1 v) hereof.

**HODL Index Account:** An account held in Bitcoins (BTC) specified in the HODL Index Program Agreement to which the Customer transfers HODL Index Deposit for performance of that Agreement.

**HODL Index Deposit:** An amount in Bitcoins (BTC) which the Customer deposits to the HODL Index Program through HODL Index account.

**Websites:** Its meaning is defined in the Recitals hereof.

**Purchase Price:** A price of the Miner within the Miner Program or a price of the Vault within Vault Program that will be increased for transport costs according to the Customer's preferences.

**Cryptocurrency:** A type of digital currency based on cryptography for chaining of digital signatures, the concept and risk of which are specified herein.

**Cryptocurrency Future:** A program specified in the agreement Cryptocurrency Future Agreement.

**Miner:** An equipment enabling the Customer to mine Cryptocurrencies.

**Miner Program:** Its meaning is defined in the Article 5.1 ii) hereof.

**Business Representative:** A person registered in the Company as a Sales Representative who is authorized to conduct business communication with customers and manage the Company's marketing actions.

**Order form:** A form for the Customer that enables him to order the Program. In addition to the Customer's contact details, the form also contains the Contract in question and the text of these GBTC, the wording of which must be obligatorily approved by the Customer.

**Order:** A binding order of any Program made by using the Order Form.

**Personal Data:** Personal data means, in particular, name and surname, address, date of birth / birth ID number, telephone number, e-mail address and signature of the Customer.

**Commercial Code:** The Act No. 513/1991 Coll. the Commercial Code, as amended.

**Entrepreneur:** A person who is not a consumer. It is a self-employed person who independently carries out a gainful activity on the basis of a trade license or in similar way on his own account and responsibility with the intention of doing so consistently in order to make profit; furthermore, it is a person concluding contracts connected with his own commercial, production or similar activity, and finally a person registered in the Commercial Register.

**Fee:** The costs that Customer pays to the Company for Software maintenance and electricity consumption within the Cloud Program.

**Program:** One of the programs provided by the Company that the Customer may choose.

**Complaint form:** A form for the Customer's possible complaint is given on the Website, where the Customer states his contact details, a reason for the complaint and a request for its processing.

**Service:** Provision of free repair and maintenance of the Miner during the warranty period within the Miner Program provided by the Company.

**Service fee:** Commission for providing the Software on the Miner of the Customer, including Support and Service, up to 15% of the total amount of the Cryptocurrency mined on the Miner; the Company is also entitled to claim a Service Fee in lower amount.

**Software:** The Company's software that enables Customers to mine a peer-to-peer network within the Cloud Program or the Miner Program managed and maintained by the Company. The technical protection, compatibility and parameters of the Software are specified in the Technical Document in more details.

**Contract:** A Contract concluded between the Customer and the Company, which is part of the Order Form, and on the basis of which the Company is obliged to provide the specified Program and the Customer is obliged to pay the Deposit/Purchase Price /Deposit program/Collateral or HODL Index Deposit.

**Consumer:** Any person who, outside the scope of his own business activity or outside the scope of individual performance of his own business, concludes a contract with a natural person or cooperates with a natural person in other way.

**Support:** Technical support and maintenance of the Software provided by the Company's technical experts.

**Technical Document:** A document containing technical protection, compatibility, and parameters of the Software

**Vault:** Cryptocurrency hardware wallet - brand "VAULT".

**Vault Program:** Its meaning is defined in the Article 5.1. iv) hereof.

**Account:** Registered Customer Account maintained by the Company in the selected Cryptocurrency.

**Payment:** A process within which the Customer receives Benefit, Deposit Benefit or Collateral Benefit on his Account.

**Deposit:** A price specified for each type of Cloud Program that Customer must pay.

**Customer:** A consumer or natural person under the Civil Code who orders the Program on this website and who undertakes to comply with these GBTC.

**Balance:** The amount corresponding to the funds on the Customer's Account, which the Customer may freely dispose of.

## **2. Agreement**

Firstly, a Customer who is interested in any of the Programs offered must register his Account on the website of the Company. Then, the Customer is entitled to send a binding Order Form which contains wording of the Agreement and these GBTC agreed by the Customer. The Company is obliged to confirm each delivery of the Order to the Customer.

The Agreement contains detailed specification of the scope of the Program selected by the Customer. These GBTC form an integral part of the Agreement.

The Agreement between the Parties is concluded at the moment of crediting the Deposit/ Purchase Price / Deposit to the Company's account held in the Cryptocurrencies referred to in the Article 6 hereof or by transferring the HODL Index Deposit to the HODL Index Account or Collateral to the Collateral Account.

## **3. Account**

The Customer is obliged to open an Account on the Company's website, while after the registration the Customer shall use only the login and password entered in the process of registration (hereinafter referred to as "Login Name" and "Password").

The Customer is obliged to specify a country of his / her permanent residence for administration and calculation of VAT and to specify a type of Cryptocurrency in which the account will be maintained. The Customer acknowledges that all information must be complete, truthful and error-free. If there is any change in the data already entered, the Customer is obliged to implement the change within the Account without undue delay or to inform the Company about such change. The Company is entitled to close the Account if it finds out that the information provided is false and intentionally harms the Company.

The Company has a right to verify and request any documents necessary for the Customer's verification at any time, in particular its ID card, passport, used accounts or bank account statements and other documents relating to its bank accounts. The Company is entitled to act within AML and KYC in order to comply with requirements arising from the applicable law. AML and KYC are explained in AML and KYC documentation.

Each Customer is entitled to have only 1 Account. In case that the Login is lost or the Password is forgotten, Customer must prove its identity and the fact that he is the owner of the requested Account. The Customer will not allow to open, administer or manage the Account of a third person or to act on behalf of a third person.

The Customer acknowledges that any information from the Account, in particular its Login and Password, should not be communicated to any third parties and any disclosure of such information is at its expense. The Company bears no responsibility for loss or disclosure of the Login and Password to the Customers. At the same time, the Customer is always obliged to inform the Company about possible loss or misuse of his Account immediately.

If the Account is not actively used for a continuous period of 12 months, the Company is entitled to contact the Customer if he wishes to cancel the Account. If the Company does not receive any response, it is entitled to close the respective Account and settle the funds held in favor of the last data after expiration of 3-month period from contacting of the Customer.

The Company may suspend, freeze or close the Account in justified cases, particularly in case of breach of the Customer's obligations or in case of suspected misuse.

#### **4. Balance**

Within the Account, the Customer has access to the Balance representing the paid Benefits or Deposit Benefits which the Customer may dispose of, in particular withdraw the Balance at any time if the conditions for Payment are met or to conclude other Agreements relating to the Company's Programs. If the Account is frozen, canceled or restricted in any way under these GBTC, the Customer is entitled to a Balance in an amount not affected by this limitation.

The Balance may also be negative; however, the Customer may only withdraw the Balance if the Balance is positive. The currency in which the Balance is kept shall be determined by the Customer himself according to the current exchange rate (if more Cryptocurrencies can be taken into account).

## **5. Programs**

### **5.1. Types**

The Customer may choose from five types of Programs:

#### **i) Cloud Program**

Based on this Program, the Customer is provided mining of the cryptocurrency through Software by using a hardware of the Company.

#### **ii) Miner Program**

Within the Miner Program, the Miner and the provided Software are transferred to the ownership of the Customer. The Company hereby provides the Customer Cryptocurrency mining through the Software. The Customer may use the Software of the Company on Miner; the Customer may lose Miner warranty if not using the Software on the Miner.

#### **iii) Deposit Program**

By concluding the Deposit Program, the Customer provides the Company with a fund in the form of a loan which the Company may use for any purpose.

#### **iv) Vault Program:**

According to this Program, the Vault is transferred to the ownership of the Customer.

#### **v) HODL Index Program**

Within the HODL Index Program, the Company individually manages the HODL Index Deposit on the Customer's account in accordance with the strategy of the specific selected HODL Index Program and upon free discretion of the Company in order to achieve returns within the medium up to long term horizon.

#### **vi) Collateral Program**

Within the Collateral Program, the Company manages Collateral individually on the Customer's account for the purpose of overall evaluation, in particular through arbitrations between different Cryptocurrency stock-exchanges using different and in long-term converging exchange rates, and also by using purchase of various alternative Cryptocurrencies.

#### **vii) Backoffice Program**

Within the Backoffice Program, the Customer has a right to access the Internet interface specified by the Company, which is different from the interface provided for administration of other programs by the Customer without the activated Backoffice Program. In the Backoffice Program, the Customer may be provided with backoffice services to the extent and in the form specified by the Company. Detailed terms and conditions of this Program

are set out in the separate Business Terms and Conditions of individual programs provided in Backoffice.

The Company is entitled to change the terms and conditions of the Programs with prior notification of the Customer who concluded the Agreement for the Program in question.

The Company reserves a right to modify the number of Programs it provides.

The Customer acknowledges that the Company:

i. within the Cloud Program and Miner Program, the Company shall not be liable for a revenue generated by mining the Cryptocurrencies within these programs under any circumstances;

ii. Within HODL Index Program and Collateral Program, the Company shall not be liable for market development of a price of any Cryptocurrency or other assets connected with provision of this Program under any circumstances;

## **5.2. Program Activation**

The Company reserves a period of thirty (30) calendar days from the effective date of the Agreement necessary for delivery and configuration of the Software of the selected Program for the Customer. After expiration of this period, the Software must be fully functional. The set time period is automatically extended for the days when the Company was unable to activate the Software due to obstacles which the Company could not influence or prevent.

If the Program is activated by the Company within the period shorter than 14 (fourteen) days from the date of conclusion of the Agreement, the Company is entitled to run the Software in favour of the Customer; however, the Customer will obtain access to potential benefits only in case that the respective period has expired and the Customer has not exercised the institute of withdrawal under the Article 11 of these GBTC within this period.

The Customer is entitled to use the Software only after expiration of 14 (fourteen) days from the date of conclusion of the Agreement, it means from the moment the Deposit/ Purchase Price / Deposit is credited in favour of the Company. If the Software is used earlier than the aforementioned period, such conduct of the Customer shall be deemed as unauthorized use and thereby the Customer loses a possibility of unjustified withdrawal.

The Company also reserves a 45-day period to deliver the Miner to the Customer. The period for delivery and activation of the Software defined above in these GBTC shall not expire earlier than 15 days from proper delivery of the Miner to the Customer.

The Backoffice Program shall be activated for the Customer within 5 business days after payment the backoffice fee.

If additional conditions are defined for activation of the program, the period for activation of the program does not start to run until all these conditions are duly met.

### **5.3. Program Deactivation**

The Company shall deactivate the provided Software no later than within 30 (thirty) days after termination of the Program. The Customer is not entitled to use, modify or delete the Software in any way after the binding termination of the Program, and is obliged to provide the Company all cooperation for its deactivation.

### **5.4. Suspension of the Cloud Program**

The Company is entitled to suspend provision of the Cloud Program for a necessary period in the event of force majeure, which mainly includes, but not limited to, natural disasters, rapid fall in prices on the Cryptocurrency markets or non-profitability of the Cryptocurrencies mining or some of them within this Program. If the Cloud Program is reactivated, its provision is extended by the time the Cloud Program was suspended.

If the agreed Cloud Program is suspended due to the non-profitability of the Cryptocurrency mining for a continuous period of 2 months, the Customer is entitled to change the selected Cryptocurrency to another or to withdraw the concluded Contract without notice period.

## **6. Payments and Terms of Payment**

### **6.1. Deposit**

The amount expressed in Euro (EUR) represents the value of the selected Cloud Program.

Within the Cloud Program, the Customer has a possibility to choose the amount of the Deposit according to the offered range of the Program.

### **6.2. Purchase Price**

The Purchase Price, expressed in Euro (EUR), is the amount necessary for purchase of the Miner that the Customer may purchase within the Miner Program. The purchase price will be increased by shipping costs, which the Customer chooses voluntarily.

### **6.3. Deposit**

The amount that the Customer provides to the Company in the form of a loan under the Deposit Program, which will be returned to the Customer legally upon termination of the Contract.

#### **6. 4. Backoffice fee**

A fixed fee for activating the Backoffice Program. By paying this fee, the Customer gains a permanent access to the interface provided within this Program; it does not exclude the unavailability of services due to the Company's technical need or other contractual or legal reasons.

#### **6.5. Method of Payment**

The Customer may pay the Deposit/ Purchase Price / Deposit in Euro (EUR) or in one of the Cryptocurrencies offered.

Payment of the Deposit/ Purchase Price / Deposit in Euro (EUR) shall be made only by bank transfer to the bank account of the Company, IBAN: SK73 5600 0000 0067 5530 1001, held in the bank Prima Banka a.s. The variable symbol will be set out individually for each Customer based on the concluded Agreement.

Payment of the Deposit/ Purchase Price / Deposit in the Cryptocurrency may be made to the address generated by the website after submitting the Order Form.

#### **6.6. VAT**

The Company is a VAT payer according to Act no. 222/2004 Coll. on Value Added Tax and the VAT rate shall always be added in the legally amount according to the valid legal regulations.

If the Company is not a VAT payer at the moment of publication of these GBTC on the website, this provision shall enter into force at the moment when the decision on the registration of value added tax becomes effective. All prices (including fees, etc.) are inclusive of VAT.

#### **6.7. Invoice**

Payment of the Deposit/ Purchase Price in Euro will be made against the invoice after conclusion of the Agreement. The invoice shall be due within 14 (fourteen) days after delivery to the Customer. The invoice is delivered to the Customer's e-mail and is stored within the Customer's Account.

Payment of the Deposit in Euro shall be due within 14 (fourteen) days after the date of conclusion of the Agreement, as the Deposit Program does not include provision of funds on the basis of the invoice. The Customer is obliged to pay the Deposit/ Purchase Price / Deposit in the Cryptocurrency no later than within 15 minutes from the moment when the Company calculates the Customer the amount of the relevant sum in the Cryptocurrency.

The Company is entitled to refuse the payment or return it back to the Customer at the Customer's expense, if the payment of transfer is carried out later.

Any invoice complaint must be made electronically via e-mail with a reviewable justification within the due date. If the complaint was not made in time or properly, it is deemed that the Customer approved the invoice and undertook to fulfill it.

### **6.8. Refunding**

The Customer has a right to return the Deposit/ Purchase Price / Deposit in case of withdrawal under these GBTC. Regardless the payment method chosen by the Customer, the amount will only be refunded in the currency and amount indicated on the invoice, it means in Euro (EUR), if the refund of the Deposit or the Purchase Price is necessary. The same procedure shall apply if the provided Deposit program, HODL Index Deport or Collateral should be returned due to withdrawal from this Agreement under these GBTC; also in this case the Deposit program, HODL Index Deposit or Collateral shall only be refunded in the currency and amount agreed in the Agreement, it means in Euro (EUR).

The Company undertakes to return the funds received immediately after the effective withdrawal from the Order, however no later than within 30 (thirty) days after the effective withdrawal; this is without prejudice to the first sentence of the preceding paragraph.

## **7. Payment and Conditions of Payment**

### **7.1. Benefit Payment**

Within the Cloud Program, Miner Program, or Collateral Program, the Customer has a right to reimbursement of funds received from the peer-to-peer electronic network through the Company's Software.

Within the Cloud Program, the Customer is entitled to the full amount of the weekly Benefit obtained after deducting the Fee. If the Customer uses the Company's Software within the Miner Program, the Customer is entitled to a weekly Benefit reduced by the Service Fee.

### **7.2. Payment of Deposit Benefit**

Within the Deposit Program, the Customer is entitled to a quarterly payment of the monthly Deposit Benefit in the following amounts under the Agreement:

- i) in the amount of 0.5%, if the Deposit was paid up to the amount of EUR 11,999.00;
- ii) in the amount of 1%, if the Deposit was paid up in the amount higher than EUR 12.000;

The final amount of the Deposit Benefit may be determined at the Company's discretion.

The Company is entitled to temporarily suspend the Deposit Benefit payments in the events of force majeure, which are mainly the following: natural disasters, rapid fall in prices on the Cryptocurrencies markets, or price of at least one of the following Bitcoin, Litecoin, Zcash, Ethereum, Dash or Monera. The Company will be entitled to the same

action in case of further negative development or trend in the crypto space, IT technology (including hardware manufacturing), blockchain technology, and other IT areas that may affect the Company's business.

### **7.3. Terms of Payment**

The Customer shall be reimbursed the Benefit obtained from the network at the end of each week following the week in which the relevant Cryptocurrencies were mined. The Customer shall be paid the Deposit Benefit on a quarterly basis, always on the 15<sup>th</sup> day of the month following the end of the quarter for which the right to pay the Deposit Benefit incurred.

The funds or Benefit shall always be paid to the Customer's Account without any added costs to the burden of the Customer, except for Fees or Service Fee.

### **8. Fee**

Within the Cloud Program, the Company shall charge monthly fees for electricity consumption during mining and maintenance of hardware according to the following formula:  $F = A * Q * S * 720 \text{ hours}$ .

Formula explanation: A = actual hashrate measured in H / s; Q = energy consumption (power / hashrate) measured in EUR / kWh; S = electricity costs measured in EUR / kWh (average of 2 previous months); 720 hours = 1 month expressed in hours.

The Company has a right to increase the amount of the Fees under the Cloud Program without prior notice due to an increase in electricity prices.

The fee is non-refundable.

### **9. Service fee**

Based on the Miner Program, the Customer shall receive a Miner with the minimum performance declared by the Company for each currency hashrate available to the Customer with the Miner Program.

If Customer uses the Company's Software and related services, the Customer agrees to pay the Service Fee in favour of the Company. The Service Fee will be calculated from the amount of Cryptocurrencies mined from the Miner and will be credited to the Account in the form of Balance.

The Customer acknowledges that the cost of electricity consumption used in mining on the purchased Miner shall be borne by the Customer.

The service fee provided is non-refundable.

## **10. Delivery Terms and Conditions**

### **10.1. Method of Transport**

Within the Miner Program or the Vault Program, the Company shall send the Customer the Miner or the Vault which the Customer ordered and paid the Purchase Price.

The Customer is entitled to choose a method of transportation of the Miner or the Vault, while the costs on transportation to the Customer shall be borne by the Customer to the extent to which the Purchase Price was increased by the cost of transportation in terms of these GBTC.

The Customer is obliged to take-over the Miner or the Vault, but in case of its visible damage the Customer is entitled to refuse to take it over from the shipping company.

### **10.2. Shipping Company**

Within the Miner Program and the Vault Program, the Customer is entitled to choose a method of transport offered to the Customer on the Website prior to submitting the Order Form; the method of transport also means personal collection if it is offered in the ordering process.

## **11. Withdrawal**

The Customer has a right to withdraw without giving a reason within 14 (fourteen) days from the moment of conclusion of the Agreement in accordance with the Sect. 7 et seq. of the Act no. 102/2014 Coll. On Consumer Protection in relation to Sales of Goods or Provision of Services based on Distance or Off-Premises Contracts and on Amendments and Supplements to Certain Acts.

The withdrawal costs shall be borne by the Customer, in particular the costs on shipping the returned Miner to the Company within the Miner Program.

Each party is entitled to withdraw from the Agreement if the other Party has breached the Agreement in such a substantial way that the other Party would never enter the Agreement in such case. To avoid any doubts, the Contracting Parties agree that a fact that the Miner will mine less Cryptocurrencies or none of them shall not be considered as a serious breach of the Agreement, because one of the declared parameters of the Miner is a minimum performance, not the amount of gainings. The Customer is also entitled to withdraw from the Agreement in case of fulfillment of facts under the Article 15 a) of these GBTC,

In case of withdrawal, each of the Parties is entitled to refund of the already provided performance. The withdrawal shall become effective at the time of written delivery to the other Party, while the withdrawal can only be delivered to the other Party in the form of a written correspondence or by e-mail.

## **12. Legal Warranty**

The warranty shall apply only to the Miner purchased within the Miner Program.

The Company undertakes that the Miner will be ready for use and retain the declared properties for 2 (two) years after its take-over. The warranty shall not apply to the amount of mined Cryptocurrencies.

If the Miner is used goods in terms of the Section 620 of the Civil Code, the Company and the Customer agree on a shortened legal warranty period of 12 months. If there is certain component in the Miner that has been used before, such component will be a subject to a shortened warranty according to the previous sentence.

The Company undertakes to provide Support and Service to the Customer during the warranty period.

The Customer is entitled to use the Company's Software on the Miner, which will be provided to the Customer by the Company for the duration of the warranty period. The Customer must follow "plug and play" procedure for installation the Software defined by the Company.

If the Customer decides not to use the Software, technically interferes with it, or fails to comply with the installation procedure, the Customer shall lose all rights to the warranty and provision of the Software, including Support and Service.

The Customer is obliged to notify the Company of any defect covered by the warranty without undue delay, but no later than within the warranty period; it means within 2 (two) years after take-over, unless the warranty period is shortened.

The Customer's exclusive ownership of the Miner purchased within the Miner Program shall last also after expiration of the period for which the Miner Program is agreed (it means 2 years from effectiveness of the Agreement - the Miner Program). Upon expiry of the agreed period of Miner Program, the Customer is entitled to continue in using the Software on the Miner within the Miner Program in accordance with these GBTC, including the Customer's obligation to pay the Service Fee.

If the Company submits to the Customer new contractual documents no later than 1 month before the expiry of the Miner Program effectiveness, the Customer is obliged to accept these documents within 2 weeks after their delivery. If the Customer fails to accept the submitted documents, effectiveness of the Miner Program will expire at the end of the agreed period and the Miner Program will not be prolonged.

The Company shall provide the Customer a service for its products for a fee after expiration of the warranty period.

### **13. Rights from defective performance**

The Customer is entitled to exercise rights from defective performance.

Pursuant to these GBTC, faults are not errors caused by improper handling of the Customer, which may include, in particular, faults due to electrical overvoltage, mechanical damage, improper installation, use of other than agreed purpose, use of incorrect components, failure to comply with the prescribed procedure of the Company.

Provision of the selected Program is defective, if it does not have the specified properties, it is not provided with the agreed features and under the conditions stipulated in the Contract or these GBTC. The Miner is defective within the Miner Program, if it does not have the properties specified by the Company or the properties needed for its standard use; the same shall apply to the Vault within the Vault Program.

The Customer is entitled to a complaint defective performance if the Program, Miner, or the Vault is in error at the time of providing the Program or at the time of its handover from the Company, even if an error occurs later. Errors shall include both obvious and hidden errors.

The Customer is obliged to notify the Company of any obvious defects immediately upon receipt or after the first use of the Miner or the Vault for its usual purpose, within 7 (seven) days after its take-over at the latest. The Customer acknowledges that when taking and using the Miner or the Vault for the first time for the usual purpose, the Customer is obliged to pay the usual attention to see the obvious errors. Later notification of an obvious error may not be accepted by the Company. The Customer should also notify the Company of the obvious error of the Program found out with the usual attention at the beginning of the time when the Program is provided.

If an error occurs within 6 (six) months after take-over by the Customer, it is deemed that the error has already existed at the time of the takeover, while in this case the Customer does not need to prove the Company a moment when the error occurred.

If the error is removable, the Company shall correct the error, add the missing part or provide a reasonable discount. If the error cannot be removed and such error prevents the normal use of the Miner or use of the Program, the Customer is entitled to request replacement of the Miner for a new one, withdraw from the Agreement hereunder or request a reasonable discount.

## **14. Complaint**

### **14.1. Exercise of Rights from Defective Performance**

If the Miner or the provided Program has an obvious or hidden error pursuant to the Article 14 of these GBTC, the Customer is entitled to make a complaint within 24 (twenty-four) months after take-over of the Miner or provision of the Program. A complaint can only be made by using the Complaint Form.

In case of substantial errors, the Customer has a right to choose from one of the following rights: delivery of the missing part; repair; a reasonable discount or withdrawal from the Agreement. The Customer shall state a chosen right in the Complaint Form, while change of his choice without consent of the Company is not possible. If the Customer does not enter any choice of the right from erroneous performance, the Company shall resolve his complaint in the same way as in case of a minor error as set out below.

If the error is insignificant, the Customer may request removal of the error or a reasonable discount. The Customer shall state a chosen right in the Complaint Form, while change of his choice without consent of the Company is not possible. Until the Customer exercises the right to a reasonable discount or withdraws from the Agreement, the Company is entitled to remove the error at its own discretion by delivering the missing item or by removing the error or its repair.

The Company is entitled to supply a new Miner instead of repairing the defective one, the specification of which corresponds to the agreed subject of the Miner Program Agreement.

#### **14.2. Warranty Use**

If the Miner is not of quality guaranteed by the Company, it means that it does not have the guaranteed properties and it cannot be used for the guaranteed purpose, the Customer is entitled to complain the Miner through **Complaint Form** in compliance with the Article 13 hereof.

As a part of the warranty, the Customer has a right to require the Company to provide Service or other free repair of the Miner, including delivery of the missing items. If the Miner cannot be repaired, the Customer has a right to a new Miner or withdrawal from the Contract.

#### **14.3. Complaint Procedure**

The Company shall decide on the complaint no later than within 3 (three) business days from the date of delivery of the Complaint Form, but no sooner than upon delivery of the defective Miner, while the Company shall notify the Customer in writing of the decision to accept or reject the complaint. The Company is obliged to resolve the complaint within 30 (thirty) days from the proper filing of the complaint, while the Company is entitled to extend the complaint period with the Customer's consent.

The entire communication regarding the complaint shall be carried out via e-mail communication.

The costs of the complaint shall be borne by the Company, except for costs spent on transport of the Miner from the Customer, compensation of which the Customer failed to request within 1 (one) month after expiration of the period in which the error must be noticed. The Customer acknowledges that he is entitled to compensation of costs only in the amount necessarily spent for the purpose of the Miner complaint.

The Company shall not be liable if the Customer deliberately interferes with the Software and so damages it. In such case, the Company is entitled to claim all losses incurred to the Company as a result of such action by the Customer.

#### **15. Risk of Danger**

The Customers acknowledge that Cryptocurrencies may not be suitable for everyone. Before mining any Cryptocurrency, each Customer should have sufficient information to

make sure that the selected Program is appropriate for him. The Company shall not be liable for poor and inappropriate selection of the Program.

The Customers acknowledge that the Company does not guarantee the amount of mined Cryptocurrencies by using its Programs, including their current value.

The Customers acknowledge that any act or provision of services related to Cryptocurrencies is of high risk, that Cryptocurrencies are not a regulated and centralized instrument the value of which would be insured by public legal entities and change of their value or quantity depends entirely on the behavior of other private individuals.

The Customer is aware of the fact that the value of the Cryptocurrencies may fall (even to zero) or rise without being anyway affected by the Company. The Company provides its Customers an option to change the type of Cryptocurrency in a situation when the value of the chosen Cryptocurrency falls below profitability of the mining. The Customer understands and is aware that the value and amount of the Cryptocurrency deposited on its Account is not affected and covered by the Company, it means that due to the nature of the Cryptocurrency, its Account Balance may result in a loss due to exchange rate development. The Customer understands that he is fully responsible for management of the Balance, not only towards himself but also towards third parties who may negatively affect the loss associated with the Customer Balance.

Provision of the Company's Programs depends on change in mining performance and other mining parameters, on characteristics of the respective Cryptocurrency, aging and amortization of mining hardware, so the Company shall not be liable for changes as a result of these facts.

The Customer accepts all risks associated with the Cryptocurrencies by conclusion of this Agreement and consent with these GBTC. The Company shall not be liable for the exchange rate development of any Cryptocurrency, including its extinguishment.

## **16. Risk of Damage**

The Company shall bear the risk of damage caused to the Customer as a result of a breach of the Company's obligations during provision of the Program. The Company does not consider the damage caused to the Customer due to force majeure (*vis maior*), which the Company could not influence or anticipate, as non-provision of the ordered Program.

The Company undertakes to secure the Software against the common risks of the Website and to provide technical administration and protection the details of which are set out in the Technical Document.

The Company shall not be liable for unexpected events, such as vis maior events or cyber attacks by third parties the threat of which the Company could not objectively predict and prevent its consequences. Furthermore, the Company shall not be liable for a risk of damage (it means it is not liable for damages) if it proves that the damage to the rights of the Customer would otherwise occur.

Within the Miner Program, the risk of damage shall pass to the Customer at the moment of hand-over of the ordered Miner to the shipping company.

## **17. Termination of the Program**

### **17.1. Agreement**

The Customer and the Company may terminate the Agreement prematurely and thereby deactivate the provided Program only on the basis of a written mutual agreement with a notice period of 14 (fourteen) days.

### **17.2. Notice**

The Company is entitled to terminate the Agreement unilaterally and thereby terminate the provision of the Program with a notice period of 14 (fourteen) days from such notice to the Customer. The Company shall return to the Customer the Deposit in the amount not covered by the Company's consideration by the end of this notice period.

The Company shall be entitled to terminate the Agreement unilaterally in case that the Customer demonstrably uses the Company's Program for criminal activities or other acts not in compliance with the law. Another reason for unilateral termination is if the Customer behaves in such a way that its activities interfere with and jeopardize the Company's goodwill and its activities are not compatible with objectives of the Company.

The Customer is entitled to terminate the Contract unilaterally only if the conditions under the Article 6 d) of the second paragraph of these GBTC are met, it means that provision of the Cloud Program will be suspended for a continuous period of 2 months due to the unprofitability of mining the chosen Cryptocurrency and the Customer is not interested in changing the mining to another Cryptocurrency. In this case, the Customer has a right to refund of the paid Deposit decreased for a Fee charged during the active provision of the Cloud Program. The Contract cannot be terminated unilaterally and withdrawn prematurely by the Customer for other reason.

### **17.3. Conditions of Termination**

In case of termination of the Agreement in any of the above-mentioned ways, the Parties are obliged to settle all rights and obligations between them.

In case of termination of the Agreement, the Company has a right to terminate provision of the Program and deactivate the Software pursuant to the Article 6 hereof and the Customer is obliged to enable the deactivation of the Software and to provide the Company appropriate cooperation.

## **18. Cooperation and Contact**

### **18.1. Cooperation of the Company**

During the entire period of provision of the Program, the Company undertakes to cooperate with the Customer.

Within providing the Program, the Company is entitled to use activities of its employees or third parties that are in legal relationship with the Company, while the Company shall be liable for their selection.

### **18.2. Sales Representative**

The Company shall ensure that its Sales Representatives will communicate with the Customer and provide marketing support.

The Customer is entitled to contact a Sales Representative with whom he concluded the Agreement during the period when the Program is active. If a respective Sales Representative is inactive and fails to respond to Customer's question or challenge within 7 (seven) business days after raising such question or challenge, the Customer is entitled to contact another Sales Representative. However, the Customer is always entitled to contact the Company.

### **18.3. Support**

The Company shall provide its Customer Support consisting of technical maintenance and control of the Software. Such Support shall be provided free of charge during effectiveness of the agreed Program. The Customer is entitled to contact any technical specialist of the Support free of charge with a technical problem or question. Support is in operation 24 hours a day, and a technical specialist of the Support shall always inform the Customer about receiving his problem or question. The technical specialist of the Support is obliged to make every effort to solve the problem. If the technical specialist of the Support finds that a technical problem has arisen as a result of Customer's unauthorized interference with the Software, he shall promptly inform the Sales Representative who concluded the Agreement with that Customer.

### **18.4. Service**

Within the Miner Program when using Software of the Company, the Company undertakes to provide the Customer service consisting of maintenance and repair of the Miner during

the current warranty period. In such case, the Customer has a right to free repair, which the Company will arrange with its contractual partner.

### **19. Non-Disclosure**

The Customer may not distribute or disclose to third parties any confidential information about the Company, which includes any information or facts related to activities of the Company, its know-how, provided programs, technical and business processes, business strategies and business contacts without the Company's written consent. In case of breach of confidentiality, the Company is entitled to terminate the Agreement unilaterally without notice period.

The non-disclosure obligation shall not apply to information that is publicly available or publicly known.

### **20. Principles of Personal Data Protection (Privacy Policy)**

#### **20.1. Statement**

All Personal Data provided voluntarily by the Customer in order to conclude the Agreement are collected, processed and used in accordance with the applicable laws of the Czech Republic, in particular the Act no. 18/2018 Coll. on the Personal Data Protection and on Amendments and Supplements to Certain Acts.

#### **20.2. Security**

The Company undertakes to use, collect and process the Personal Data in such a way that the Customer and others persons close to him do not suffer any harm to their rights, in particular to ensure protection against unauthorized interference in the private and personal life of the Customer and his close persons.

Personal data shall be protected against loss, theft, unauthorized access, misuse, modification or destruction by using reasonable physical, technical and administrative security measures. The company uses several security measures, including e.g. (i) password-protected directories and databases; (ii) SSL technologies for encrypting and secure sending personal data over the Internet; (iii) physical controls of access to the relevant hardware.

Personal data shall be stored for the time necessary to fulfill the purposes stated above, with respect to the legal obligations of the Company.

The Company is the administrator of personal data within the information provided by the Customer. The Personal Data Administrator is the Company.

### **20.3. Access to Personal Data**

The Company declares that it considers all of the Customer's personal data as confidential and shall use it only for operation of the Website and troubleshooting; adaptation, evaluation and improvement of the Website, including monitoring and analyzing the trends, use and activities related to the Website; delivery of marketing announcements, updates of provided services and promotional offers based on Customer's preferences and for other purposes for which the Personal Data were collected, unless such purpose is necessarily foreseen in the collection of such data or purposes otherwise noticed on the Website at the time of the Personal data provision.

None of the Customer's Personal Data shall be disclosed or provided to a third party without written consent of the Customer.

### **20.4. Consent with Provision of the Personal Data**

The Customer grants the Company a consent to use, process and collect his Personal Data by submission of the Order. The Customer grants his consent freely and without pressure. The Customer's consent is granted to the Company for a period of 2 (two) years from the date of sending the Order, unless such consent is withdrawn by the Customer before expiration of this period.

The Customer is aware that he can anytime withdraw his consent without giving any reason by e-mail sent to the Company.

### **20.5. Automatically collected Data**

The Company also automatically collects certain data about the Customer's computer, device and web browser related to access to the Website, namely:

Log information: Information about use of the Website by the Customer, including the type of browser used, login times, websites browsed, IP address, and websites visited before entering the Website;

Device information: Information about a computer or a mobile device which the Customer uses to access the Website, including hardware model, operating system and its version, unique device identifiers, and mobile network information.

## **21. Cookies Privacy**

By Order the Customer agrees with storage and use of cookies.

Cookies are small data files sent from the Website to the Customer's computer or mobile device, which enable the Company, for example, to record the manner of visiting the

Websites, when the Customer returned, and which parts of the Websites he opened. The cookies also enable to recognize that the Customer is already logged in if the Company receives a request to open the Website from the browser of the Customer. The Company shall use information obtained through cookies to assess effectiveness of the Websites, their administration and analyzing the trends.

When granting a consent to process "cookies" in the way to facilitate the provision of information services by the Company in accordance with the provisions of the Directive 95/46/EC on the purpose of "cookies" or similar tools, it is ensured that users know the information being saved to the terminal equipment they use.

The Customer has an option to refuse saving of "cookies" or similar tools to its terminal devices, e.g. by activation of private browsing functionality in his browser.

## **22. Final Provisions**

### **22.1. Operating Hours**

The Company's websites are open 24 hours a day, 7 days a week. The Company shall not be liable for any failure of the website due to force majeure which the Company could not influence or prevent in any way

### **22.2. Disputes Resolution**

Any mutual disputes arising from or in connection with these GBTC shall be settled by competent courts of the Slovak Republic according to jurisdiction.

Any and all disputes arising between the Company and the Customer may be resolved in the way of out-of-court settlement of disputes; in this case the Customer as a consumer is entitled to contact the out-of-court dispute resolution entity, such as the Slovak Trade Inspection (<https://www.soi.sk/>), or resolve the dispute by using ODR platform for on-line dispute resolution (<http://ec.europa.eu/odr>). If the dispute is not settled out of court, the Company recommends the Customer to contact the Company first to resolve the situation.

### **22.3. Governing Law and Performance Language**

Based on these GBTC, the governing law for performance shall be the law of the Slovak Republic, while the communication language shall be Slovak or English language.

These General Business Terms and Conditions are executed in Slovak and English versions. In case of any discrepancy between these versions, the Czech version of these GBTC shall prevail. Any translations of these GBTC into other languages are of informative and non-binding nature only.

#### **22.4. Communication**

Communication between the Parties to these GBTC shall be carried out only in writing. For the purposes of these GBTC, electronic communication, it means by using e-mail shall also be considered as written communication.

Invoices of the Company shall only be delivered via e-mail.

The Parties may individually agree on a different form of communication.

#### **22.5. Amendment of the General Business Terms and Conditions**

The Company is entitled to amend these BGTC. The Customer must be notified of any change hereto.

If the Customer does not agree with a change, the version of these GBTC concluded with the Customer prior to the change shall be used.

These General Business Terms and Conditions are effective as from 1 November 2018.