

GENERAL TERMS AND CONDITIONS OF WEXOPAY

THE USER ACKNOWLEDGES THAT THE INFORMATION PROVIDED THROUGH THE WEBSITE IS NOT INTENDED AS FINANCIAL ADVICE OR OTHER REGULATED FINANCIAL SERVICES. THE INFORMATION IS GENERAL AND IS IN NO WAY PERSONALISED TO INDIVIDUAL USERS.

THE USER IS FURTHER AWARE THAT CRYPTOCURRENCIES ARE ASSOCIATED WITH HIGH RISKS, PARTICULARLY DUE TO THEIR HIGH PRICE VOLATILITY, THE ABSENCE OF ANY CENTRAL AUTHORITY, RAPID TECHNOLOGICAL DEVELOPMENT AND LARGELY ABSENT LEGAL REGULATION. A MORE DETAILED DESCRIPTION OF THE DANGERS AND RISKS IS CONTAINED IN THE CRYPTOCURRENCY WALLET TERMS AND CONDITIONS.

THE USER UNDERTAKES TO EXAMINE AND EVALUATE CONSCIENTIOUSLY WHETHER HIS/HER FINANCIAL SITUATION AND ABILITY TO ASSESS THE RISK IS APPROPRIATE TO THE SERVICES PROVIDED BY THE COMPANY.

1. Basic provisions

Wexopay website <https://wexopay.com> and <https://nft.wexopay.com> and the Wexo mobile application are operated by UPDN ONE s.r.o., ID No.: 026 54 962, with registered office at Na Strži 1702/65, 14000 Prague 4 - Nusle, registered in the Commercial Register maintained by the Municipal Court in Prague under the Commercial Register No. C 221822. The User acknowledges that the holder of the above domain (including subdomain), or the licenses used within the Wexopay website and Wexo mobile application may be CRYPTON DIGITAL, SE, ID No.: 51 051 435.

1.1. Companies. **UPDN ONE s.r.o.**, ID No.: 026 54 962, with registered office at Na strži 1702/65, 14000 Prague 4 - Nusle, registered in the Commercial Register maintained by the Municipal Court in Prague under the Commercial Register No. C 221822. UPDN ONE s.r.o. is a limited liability company established and existing under the laws of the Czech Republic, which, within the framework of a contractual relationship, provides in particular cryptocurrency exchange and cryptocurrency custody services for the User.

The company **CRYPTON DIGITAL, SE**, ID No.: 51 051 435, with registered office at Staré Grunty 18, Bratislava - Karlova Ves 841 04, registered in the Commercial Register maintained by the District Court Bratislava I, Section: Po, Insert No.: 4211/B. CRYPTON DIGITAL, SE is a jointstock company established and existing under the laws of the Slovak Republic, which, within the framework of the contractual relationship, provides in particular in the Application all other services not listed with other companies, unless otherwise specified in these General Terms and Conditions or in other relevant documentation.

(the "**Company**", the "**Companies**") provide cryptocurrency and related payment services (the "**Services**"). The Companies reserve the right, at their discretion, to change the scope and terms of the Services, including the provision of the Services through third parties. The Companies may issue their own terms and conditions for the Services they provide if the nature of the Service requires it.

- 1.2. VOP. These General Terms and Conditions (hereinafter referred to as "**GTC**") are issued pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "**Civil Code**") and regulate the mutual rights and obligations between the users of the Website and the mobile application and the Company providing the Services.
- 1.3. Websites and mobile apps. The Companies provide the Services through the Websites <https://wexopay.com> and <https://account.wexopay.com> (the "**Websites**"), to the extent and in the manner set forth on the Websites. In addition, the Companies also provide certain Services through the Wexo mobile application (the "**Application**").
- 1.4. Company website. In addition, the Companies may also provide the Services through the <https://crypton.digital> which is operated by CRYPTON DIGITAL, SE. The provisions of these GTC and the provisions of the terms and conditions of the specific Services shall apply mutatis mutandis to the Services provided through the websites referred to in this paragraph, provided that the users of such websites agree to these GTC and the terms and conditions of the specific Services.
- 1.5. Definition of some terms.

Cryptocurrency: an electronically stored unit, regardless of whether it has an issuer or not, which is not a means of money according to Act No. 370/2017 Coll., on payment transactions, as amended, but is accepted as payment for goods or services by a person other than its issuer (e.g. bitcoin, litecoin, ether, etc.).

Parties: the Parties shall mean the Company and the User, "Party" shall mean the Company and/or the User.

Consumer: any person who, outside the scope of their business activity or outside the scope of their independent exercise of their profession, enters into a contract with the Company for the provision of the Services.

User: Any person who uses the Website or Application.

2. User account

- 2.1. Consent to the GTC. A User who is interested in any of the Services offered is first required to register on the Website or the Application and thus create a user account. By registering, the User confirms that he/she has read and agrees to the applicable GTC.
- 2.2. User account. Based on the User's registration made through the Website or the Application, the User can access his/her User Account. The Services cannot be used without a User Account. The User agrees to use the account only for his/her own use and not to manage the funds of a third party.

- 2.3. Timeliness of information. When registering and subsequently using the Website and the Application, the User is obliged to provide correct and truthful information. The User is obliged to update the information provided in the User's account immediately upon any change.
- 2.4. One account. User agrees to register and use only one (1) user account. User shall not allow a third party to open, manage or control User's User Account, nor shall User itself act as such on behalf of a third party.
- 2.5. Access data. Access to the user account is secured by a username in the form of an email address, a password and, if applicable, two-factor authentication (2FA). If the access data is lost, the user must prove to the Company his/her identity and the fact that he/she is the owner of the user account.
- 2.6. Death of a user. In the event of the death of a User, the persons authorized to deal with the Account must prove to the Company their identity as well as their authority over the Account.
- 2.7. Account Abuse. The User acknowledges that he/she should not disclose any data from the User's account, especially his/her access data, to third parties and any disclosure of such data is at his/her own risk. The Company shall not be liable for the loss or disclosure of the User's login and password. At the same time, the User is always obliged to inform the Company immediately of any possible loss or misuse of his/her account.
- 2.8. Account suspension and cancellation. The Company may suspend or terminate a User's account in justified cases, in particular in the event of a breach of the User's obligations or in the event of suspected abuse.
- 2.9. Custody fee. If a User's account is not actively used for a period of more than twelve (12) consecutive months, the Company may, upon thirty (30) days after notice is sent to the User, begin charging the User a Custodial Fee. The custody fee shall be EUR 3 per month in relation to the fiat (legal) currency balance and 0.3% of the cryptocurrency balance per month in relation to the cryptocurrency balance. The custody fee will be stopped as soon as the user starts using the user account again.

3. Contract

- 3.1. Contract. After successful registration, the user can select the desired Service in his/her user account. These GTC, the specific terms and conditions of the Service, the privacy policy and any

other relevant information provided in writing constitute a contractual obligation between you, as the user, and the Company, as the provider of the Services (the "**Agreement**").

- 3.2. Conclusion of the contract. The Company, through these GTC, the Website and the Application, makes a public offer to conclude a contract on the terms and conditions set out

herein. A contract shall be formed between the User and the Company at the moment the User confirms acceptance of the selected Service.

- 3.3. Preservation of the contract. The Company retains the text of the Contract represented primarily by these GTC and the terms and conditions of the particular Service in electronic form. The User may at any time consult these GTC and the terms and conditions of a particular Service directly on the Website or the Application.
- 3.4. Prohibition of assignment. The Company enters into the Agreement with you personally and you may not assign your rights or obligations under the Agreement to another person.
- 3.5. Non-costly services. The User has no legal right to conclude the Agreement.

4. Balance

- 4.1. Subject balance. Within a user account, the user has access to a balance representing fiat currencies and cryptocurrencies. The User may dispose of the balances at any time, in particular at any time to withdraw the balance or to use the Services offered. The balance may also be negative. The amount of the User's current balance in fiat currencies and cryptocurrencies is automatically adjusted on an ongoing basis based on the manner in which the User disposes of the balances.
- 4.2. Balance currency. The currency or currencies in which the balance is held shall be determined by the User according to the capabilities of the Services offered.
- 4.3. Balance increase. The User may increase the balance on the User's account with funds in Euros (EUR), or in other fiat currencies supported by the Company, or in any of the cryptocurrencies supported by the Company.
- 4.4. Deposit fiat currency. Payment of the fiat currency deposit shall be made only in a non-cash manner by bank transfer to a bank account or by payment by credit card of a type currently accepted by the Company. Payment of the deposit in fiat currencies may only be made from a bank account held in the User's full name, which matches the details provided in the User's user account. For payment by bank transfer, the Company's bank account number for the specific fiat currency and other payment details are provided on the Website or the Application. The User must also always provide an individually generated variable symbol.
- 4.5. Cryptocurrency Deposit. Cryptocurrency deposit payment may be made to an address generated by the Website or the Application. Cryptocurrency Deposit Payment may be made by a credit card

of a type currently accepted by the Company, if the Cryptocurrency Deposit feature is supported by the credit card.

- 4.6. Choice of fiat currency. Withdrawals in fiat currency may only be made by the User to a bank account held in the European Economic Area in the User's name, which the User must

provide to the Company in advance. The User acknowledges that fiat currency withdrawals may take up to 14 days from the time the instruction is given after crediting the User's bank account. The Company shall not be responsible for any further delays on the part of the financial institutions or the User in providing the necessary cooperation.

- 4.7. Exclusively own funds. The User undertakes to use only his/her own funds or cryptocurrencies when using the Services.
- 4.8. Obligation to repay unjust enrichment. If the User uses in any way the funds he/she has obtained by displaying an incorrect balance in his/her User Account, this shall constitute unjust enrichment on the part of the User in the amount of the difference between the actual balance and the incorrectly displayed balance. In such a case, the User is obliged to return the unjust enrichment to the Company without delay after the Company has been notified by e-mail of the incorrect balance and the unjust enrichment.

5. Withdrawal

- 5.1. The right to withdraw. Either party shall be entitled to withdraw from the Contract if the other party has breached the Contract in such a material way that the other party would never have concluded the Contract in such a case.
- 5.2. Sample form. To withdraw from the Contract, a User who is in the position of a consumer may use the sample withdrawal form attached to these Terms and Conditions.
- 5.3. Benefits Provided. In the event of withdrawal, each of the contracting parties shall be entitled to a refund of the performance already provided. Withdrawal shall be effective upon delivery in writing to the other Party, whereby withdrawal may only be delivered to the other Party by written correspondence or by e-mail.

6. Failure performance rights

- 6.1. Statutory regulation. The rights and obligations of the contracting parties with regard to rights arising from defective performance are governed by the relevant generally binding legal regulations, in particular the Civil Code and the Consumer Protection Act, as amended.
- 6.2. Deadline for application. Exercise of the rights from the defective performance (claim) must be made by the user as soon as the user becomes aware of the defects, in writing, and must be delivered to the Company no later than 10 days after the execution of the operation on the user account to which the defective performance relates.
- 6.3. Deadline for processing. The Company shall settle the User's complaint within thirty (30) days from the date of receipt of the complaint.

7. Anti-money laundering measures

- 7.1. Obligated person. The User understands that UPDN ONE s.r.o., as a person providing services related to virtual currency within the meaning of Section 2(1)(l) of Act No. 253/2008 Coll., the Act on Certain Measures against the Legalization of Proceeds of Crime and Terrorist Financing, as amended (hereinafter referred to as the "**AML Act**"), is an obligated person.
- 7.2. Nature of the measures. The User acknowledges that the Company, as the obligated person, must, among other things, properly identify and monitor the User, maintain information regarding the User and his/her trades, and report and delay suspicious trades.
- 7.3. User interaction. The User undertakes to provide the Company, upon request, with all assistance to fulfil their obligations under the AML Law, in particular to provide without delay all information and documents necessary to verify the identification of the User, as well as information and documents on the sources of funds and cryptocurrencies used and the purpose of the transactions carried out.
- 7.4. User Statement. The User declares that the funds or cryptocurrencies sent by him/her do not derive from the proceeds of crime and that the purpose of buying and selling virtual currencies is not to launder the proceeds of crime or to carry out transactions aimed at supporting or financing terrorism within the meaning of the AML Act.
- 7.5. Prohibition of misuse of services. The User further agrees not to use the Services:
- the transfer of assets from or to countries that are considered high-risk or high-risk for the prevention of money laundering or terrorist financing, a list of which is published and updated by FATF-GAFI through its website; and
 - the transfer of assets (even if only in part) to or from a person who has his/her origin in the above-mentioned high-risk or high-risk country; origin means (i) in the case of a natural person, any State of which he/she is a national and, at the same time, all other States in which he/she is registered for permanent or other residence, (ii) in the case of a legal person, the State in which he/she has his/her registered office and, at the same time, all States in which he/she has a branch, establishment or service.
- 7.6. Limits. The User acknowledges that the Company, in connection with the performance of its obligations under the AML Law, may, without prior notice, apply volume limits (per trade or per aggregate of trades) or limits on the number of trades executed per User, per group of Users or per specific Virtual Currency Wallet.
- 7.7. Supervision. The activities of UPDN ONE s.r.o., as an obligated person, are subject to the supervision of the Financial Analysis Authority or other supervisory authority, depending on which Company provides the particular Service.

8. Danger of damage

- 8.1. Security Commitment. The Company undertakes to secure the Website and the Application against common risks and to provide normal technical administration and protection of its systems.
- 8.2. Exclusion of liability of the Company. The Company shall not be liable for unexpected events, which include vis maior events or cyber attacks by third parties, the threat of which the Company could not objectively foresee and prevent its consequences. Furthermore, the Company shall not be liable for damages if it proves that the damage to the user's rights would have occurred otherwise. The Company shall also not be liable for any damages caused to the User in causal connection with the failed trade or other transaction.
- 8.3. Indemnification by the user. The User agrees to pay any damages or costs incurred by the Company or fines imposed in administrative proceedings brought by supervisory authorities if the damages, costs or fines arise from the User's violation of any provision of these GTC or the terms and conditions of specific Services, by circumventing them, for example by splitting trades into multiple trades or using multiple cryptocurrency wallets to obscure the source or destination of funds.

9. Licences and use of services

- 9.1. Reservation of rights. All rights in the Website and the Application, including but not limited to the copyright in the content, including page layout, text, photos, films, graphics, trademarks, logos and other content and elements, are owned by the Company. You are prohibited from copying, modifying or otherwise using the Website and the Application or any part thereof without the Company's permission in a manner inconsistent with its intended use.
- 9.2. License. The User acquires a non-exclusive, non-transferable right to use the Website and the Application, which constitutes a copyright work protected under Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended. The User does not have the right to grant sublicenses.
- 9.3. No interference. When using the Website and the Application, the User must not use procedures that could have a negative impact on its operation and must not perform any activity that could allow him or third parties to interfere with or make unauthorized use of the Services or its components in a manner contrary to their intended use. In particular, the User shall not use any automated devices, programs or similar processes to access, retrieve, copy or monitor any part of the Website, the Partner Websites, the Application or other related applications (in particular the User Account). You are further prohibited from attempting to gain unauthorized access to any portion or feature of the Website, Partner Website, Application or User Account by hacking, password cracking or other unlawful or prohibited means and from violating any security or authentication measures on the Website and the connected User Account. You may not use the Website, Affiliate Websites, Application and User Account in any unlawful manner.

9.4. Disclaimer. The Company shall not be liable for any errors resulting from third party interference with the Website or the Application or from its use contrary to its intended use.

9.5. **Confidentiality**

9.6. Confidential information. The User shall not, without the Company's written consent, disseminate or disclose to third parties the Company's confidential information, which includes any information or facts relating to the Company's operations, know-how, Services, technical and business practices, business strategies and business contacts. In the event of a breach of confidentiality, the Company shall be entitled to unilaterally terminate the Agreement without notice.

9.7. Public Information. The obligation of confidentiality does not apply to information that is publicly available or publicly known.

10. **Privacy Policy**

10.1. Privacy Policy. The terms and conditions of the processing of the user's personal data, as well as the use of cookies, are regulated in a separate document - [Privacy Policy](#), which forms an integral part of the Agreement.

11. **Mutual communication**

11.1. Electronically. The Parties may deliver all written communications to each other by electronic mail.

11.2. Email addresses. The User shall deliver to the Company at the email address specified in these Terms. The Company shall deliver to the User at the email address specified in the User's account.

12. **Dispute and complaint resolution**

12.1. Governing law. All agreements between the Company and the User shall be governed by the laws of the Czech Republic. If the relationship established by the Agreement contains an international element, the parties agree that the relationship shall be governed by the law of the Czech Republic. This is without prejudice to the consumer's rights under generally binding legislation.

12.2. Amicably. The Parties declare that disputes arising out of or in connection with the Contract shall preferably be settled amicably, in particular by personal negotiations between the Parties. For this purpose, please first contact us via the email address info@wexopay.com. Only if no amicable settlement can reasonably be expected will the dispute be settled before the competent public authority.

12.3. Alternative dispute resolution. The Czech Trade Inspection Authority, with its registered office at

Štěpánská 567/15, 120 00 Prague 2, ID No.: 00020869, internet address: <https://adr.coi.cz>, is competent for the out-of-court settlement of consumer disputes arising from or in connection with the Contract. The online dispute resolution platform located at <https://ec.europa.eu/consumers/odr> may be used to resolve disputes between the Company and the User arising from these Terms of Service.

- 12.4. European Consumer Centre. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <https://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).
- 12.5. Czech Trade Inspection Authority. UPDN ONE s.r.o. is authorised to provide Services on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade office. The Czech Trade Inspection Authority may, within a defined scope, supervise, inter alia, compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 12.6. Codes of Conduct. The Companies are not bound by any codes of conduct in relation to the User within the meaning of Section 1826(1)(e) of the Civil Code.
- 12.7. Reservation of Claims. If the User breaches the Agreement and the Company does not proceed to enforce its rights or postpones enforcement, this will not affect the enforceability of these or any of our other rights in the future.

13. Change of conditions

- 13.1. The right to change. The Company may amend or supplement these GTC and/or the terms and conditions of specific Services at any time to the extent appropriate, especially in connection with changes in legislation and technological advances affecting the content of the Services or the handling of User data. Furthermore, the Company may amend or supplement these GTC and/or the terms and conditions of specific Services due to the expansion or changes of the Website, the Application or the scope of the Services, or amend them in order to avoid or mitigate or eliminate a gross disproportion in the rights and obligations of the parties. The Company may also make such changes if market conditions or the commercial or licensing terms of third parties

whose system or application software or services are used by the Company in connection with the provision of the Services change.

- 13.2. Informing about changes. The User may be informed of changes to these GTC and/or the Terms of Service and their new wording through the Application and such wording will also

be made available on the Website or through the Application. The new version will take effect on the date set out therein.

- 13.3. User disagreement. If the User does not agree to the changes, the User has the right to reject the changes and terminate the Agreement within ten (10) days of the effective date of the changes by giving notice without notice.

14. Final provisions

14.1. Contact details of the Company:

Unless otherwise stated, all other feedback, comments, requests for technical support and other communications regarding the Website, the Application and/or the Services should be directed to: info@wexopay.com

- 14.2. Opening hours and availability. The Website and the Application are open 24 hours a day, 7 days a week. The User Account may not be available around the clock, particularly with respect to necessary maintenance of the Company's or third parties' hardware and software involved in providing the Services. The Company shall also not be liable for any failure of the Website or the Application beyond the Company's control.

- 14.3. Prohibition of set-off. The User is not entitled to set off any of its claims against the Company which the User has acquired from a third party.

- 14.4. Referral. Companies are entitled to transfer all of its rights in the Website or Application and assign the Agreement or any part thereof to a third party, but only if it reasonably believes that doing so will not have a material adverse effect on the User's rights or if the Company must do so to comply with legal or regulatory requirements. The User consents to this procedure in advance within the meaning of Section 1895 of the Civil Code.

- 14.5. Assumption of the risk of change of circumstances. The User hereby assumes the risk of change of circumstances within the meaning of Section 1765(2) of the Civil Code.

- 14.6. Separability. If individual provisions of these GTC or the Terms of Service become invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining provisions shall not be affected.

- 14.7. Language versions. These GTC as well as the Terms of Services are written in Czech and English versions, and in the event of any conflict between these versions, the Czech version shall prevail.

Any translations into other languages are for informational and non-binding purposes only.

These GTC are effective from 1.09.2023.

Annex 1

Sample withdrawal form

*the address of the registered office of the Company as referred to in
Article 1.1.*

E-mail: support@wexopay.com

Notification of withdrawal from the contract

I/We hereby notify* that I/We hereby withdraw from the contract of
purchase the following goods/services*: [_____]

Date ordered/date received*: [_____]

Name and surname of consumer(s)*: [_____]

Adresa spotřebitele/spotřebitelů*: [_____]

Signature of consumer(s)* (only if this form is sent in paper form form)

Datum: [_____]

* Please delete or fill in the data that is not applicable.