

PRODUCT CONDITIONS WEXO

1. Basic provisions

- 1.1. **Scope.** These terms and conditions of sale for the WEXO product ("Terms") govern the relationship between you, as User, and W X INTERNATIONAL SOFTWARE TRADING LLC, Reg. No. 1735444, located at 23 Boulevard Plaza Tower 2, Dubai, United Arab Emirates, PO Box: 418695 (the "Company"), as publisher of the product defined below.
- 1.2. **Contract.** The provisions of these Terms and Conditions form an integral part of the contract between the Company and the User who has purchased or is in possession of the Product.
- 1.3. **Definition of selected terms.** Selected capitalized terms used in these Terms have the meanings set forth below.

App: app means the official mobile application on which the WEXO product can be purchased or otherwise obtained. The App is available on Google Play for Android devices and on the App Store for Apple devices. As of the date of publication of these Terms, the App is called "WEXO: Bitcoin & Crypto Wallet". The Company reserves the right to change the official name app.

Platform: The Platform means the official website on which the WEXO Product can be purchased or otherwise obtained. As of the date of publication of these Terms, the Platform is available at <https://crypton.digital/>. The Company reserves the right to change the Platform website, or the address of the Platform where it is accessible to users, or to discontinue the Platform website altogether at any time.

Product: the Product means the WEXO Digital Product offered by the Company via the Platform and/or the App on the terms and conditions set out in these Terms.

Parties to the Contract: The Parties to the Contract shall mean the Company and the User jointly, and the Company or the User separately.

User: Any person who uses the Platform and/or the Application, i.e. has, in particular, a user account created on the Platform and/or the Application, as well as any person who has lawfully acquired and possesses a Product.

Whitepaper: a marketing document containing information about the planned functionalities of the WEXO project.

2. Rights and obligations of the User

- 2.1. **Product Terms and related documentation.** The User's rights and obligations are governed by these Terms and Conditions. The User acknowledges that in addition to these Terms, there may be other documentation, such as terms of use, separately governing the use of the Platform and/or the Application, as well as other components of the Product. Such related documentation is also binding on the User to the extent of the services used by the User.
- 2.2. **License.** A User who is in possession of the Product in sufficient units in accordance with these Terms and Conditions shall be granted a non-exclusive, non-transferable right to use the Platform and Application to the extent of the Company's current offering and/or the offerings of the Company's contractors. The Platform and the Application constitute a copyrighted work protected under law. The User has no right to grant sublicenses or assign its right.

- 2.3. Minimum quantity of units of the Product. The license according to the previous article shall be granted to the User who purchases and/or obtains the Product in a minimum quantity of 200 units of the Product^[TE1] . The Company reserves the right to change the quantity specified in the first sentence at any time, as well as to determine a different minimum quantity of Product units required to obtain a license for a specific service or a specific component of the Platform and/or Application.
- 2.4. Functioning of selected services. The User acknowledges that the functioning of the selected services, or the result of their active use by the User, may depend on the number of Product units held and/or available on the Platform and/or the Application.
- 2.5. Reasonable Use of the Product and License. Users shall use the licenses and Product granted to them in a reasonable manner. Use of the granted license other than for personal purposes, in particular commercial purposes, is not permitted unless the User has received prior express permission in writing from the Company.
- 2.6. Prohibition of abuse of rights. Under no circumstances may users abuse the rights they have acquired by virtue of their business relationship with the Company, regardless of the nature of these rights. Violation of this obligation may lead to the revocation of the license or part of it, based on a unilateral decision of the Company.

3. User Statement

- 3.1. Noted. The User acknowledges all of the Company's representations below and represents that he/she will use the Product, the Platform and/or the Application in a manner consistent therewith.
- 3.2. The nature of the Whitepaper. The Company reserves the right to change the Product Whitepaper at any time in the future, both in content and form. The User acknowledges that the Whitepaper is for informational purposes only and its contents are not legally binding between the Parties.
- 3.3. Operators. The User acknowledges that the Platform and the Application are operated by legal entities other than the Company and the use of the Platform and the Application is governed by separate rules set forth by their respective operators.
- 3.4. Availability. The Company does not warrant that the Platform and/or the Application and its servers will be error-free, uninterrupted or free from unauthorized access (including third party hacking or denial of access) or acts of God.
- 3.5. Loss of Product or access. The Company is not responsible for the loss of the Product, loss of access to the User's account registered on the Platform and/or the Application caused by the User and/or by third party intervention that could not have been reasonably foreseen, prevented or otherwise mitigated.
- 3.6. Change of services. The Company declares that the form of any service related to the Product may change at any time, regardless of how such service is provided to the User, i.e. in particular regardless of whether such service is available on the Platform, the Application and/or in any other manner determined by the Company or a third party.
- 3.7. Business model change. The Company reserves the right to change its business model at any time in the future, including in the event of a change due to new regulatory requirements, regardless of jurisdiction. A change in business model may consist of the addition, modification, and/or complete discontinuation of a Product. The rights and obligations of the Parties existing at the time of the change shall not be affected by such change.

- 3.8. Change in legislation. The Company shall not be liable in any way for any change in law which may affect or impact these Terms and Conditions and the formation of the Contract between the Parties. The Company shall have no general obligation to notify the User of any change in law unless otherwise specified by law or these Terms.
- 3.9. Processing of personal data. In order to ensure the proper functioning of the Product, Platform and Application, it is necessary for the operators of these services to collect and process certain personal data about Users. The User acknowledges this. The treatment of the User's personal data may be further regulated in the respective contractual documentation of the Platform and the Application.
- 3.10. Tax obligations. If any taxable income is generated by the User through the use of the Product or other services associated with it, or if any other compulsorily recorded event occurs, the User concerned shall be obliged to, duly and in accordance with the relevant legislation. The Company shall not be liable in any way for the User's tax and accounting records.

4. Payment terms

- 4.1. Purchase at a fixed price. The User may purchase the selected Product by sending a binding order via the order form available on the Platform and/or the Application to the registered User. In the order form, the User specifies the number of units of the Product he/she wishes to purchase. The submission of the order form shall be considered as an offer to enter into a contract. The Company will confirm receipt of the order to the User immediately upon receipt of the order. The conclusion of the Contract shall take place at the moment of payment of the price of the ordered number of units of the Product. Provisions § 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "CC") - presumption of offer, shall not apply.
- 4.2. Cost of remote means of communication. The User agrees to the use of remote means of communication at the conclusion of the contract. The cost of using remote means of communication (in particular the cost of the internet or other data connection) shall be borne solely by the User. These costs do not differ from standard rates.
- 4.3. Price. The price of the Product, which the User is obliged to pay on the basis of the concluded contract, is specified on the Platform and/or in the Application. The price is final and includes all fees and taxes, except for any fees that may be associated with certain specific methods of payment of the price. The Platform and/or the App may allow you to view the price in other fiat currencies or crypto-assets.
- 4.4. Currency. The User shall pay the price of the Product in Euro (EUR) or Bitcoin cryptocurrency (BTC). The Company may also allow payment of the price in another fiat currency, cryptocurrency or other form on the Platform and/or the Application, in which case the User shall be able to familiarize himself with the payment options and any fees before submitting the order form. The User acknowledges that he/she bears all transaction fees for the use of the network of the selected crypto asset and also bears all responsibility for the appropriate setting of the transaction fee.
- 4.5. Payment of the price. Payment of the price in euros (EUR) is made by credit card. Payment of the price is deemed to have been made at the time of successful transaction by credit card. In the case of payment of the price via a crypto-asset, payment of the price shall be deemed to have been made together with the generally accepted number of confirmations in the subject blockchain network of the selected crypto-asset. If the payment is not made within the specified time limit, the Company is entitled to reject the order. In such case, the order shall be cancelled and no contract shall be concluded.

5. Delivery of the Product

- 5.1. Method of delivery. The purchased Product in the ordered quantity of units will be delivered to the User without undue delay after payment of the price, by crediting the User's account on the Platform and/or the Application, no later than 14 days from the date of proper payment of the Product. The User acknowledges that delivery of the Product in a manner other than as set out in these Terms and Conditions is not possible unless the Company expressly specifies otherwise.
- 5.2. Consent to the delivery of digital content. A User who is a consumer is aware that the delivery of the Product constitutes the delivery of digital content and therefore, upon delivery of the Product, such User is not entitled to withdraw from the contract without giving any reason in general period of fourteen (14) days from the date of conclusion of the Contract. By entering into the Contract, the User expressly agrees that the Product may be delivered to him before the expiry of the period of fourteen (14) days from the date of the Contract.
- 5.3. Ownership. The ownership right and the risk of damage shall pass to the User at the moment of crediting the Product.
- 5.4. Vesting. The User also declares that he/she is aware of the transfer restrictions imposed on the Product and that he/she is not free to dispose of the Product for the duration of such restrictions as set by the Company.

6. Withdrawal from the contract

- 6.1. The impossibility of resigning without cause. A user who is a consumer within the meaning of the Civil Code, acknowledges that the contract cannot be withdrawn from without giving legal reasons, even within the general fourteen (14) day period, since the Product is digital content according to the provisions of Section 2389a CC an. in accordance with Section 1837 (l) of the Civil Code and the consumer expressly agrees to the delivery of the Product before the expiry of the general withdrawal period.
- 6.2. The impossibility of withdrawing from the contract in selected cases. In cases where a contract is concluded by distance, and where the performance provided is a good or service whose price depends on financial market fluctuations independent of the Company's will and which may occur during the withdrawal period (e.g. a cryptoasset or a service related to cryptoassets), the User is not entitled to withdraw from the contract within the meaning of § Section 1837(b) of the CC, as the price of the Product may depend on financial market fluctuations.
- 6.3. Withdrawal from the contract by the Company. The Company may withdraw from the Contract without giving any reason at any time up to the delivery of the Product or other goods or services, in particular in cases where the performance of the Contract will be impossible and/or unreasonably technically or financially difficult for the Company.
- 6.4. Consequences of withdrawal. In the event of withdrawal from the contract, the contract shall be cancelled from the outset and the Parties shall be obliged to reimburse each other for the benefits received.

7. AML measures

- 7.1. User Statement. The User declares that the funds sent by him/her do not originate from the proceeds of crime and that the purpose of concluding the contract is not to legalize the proceeds of

crime or to carry out transactions aimed at supporting or financing terrorism within the meaning of Act No. 253/2008 Coll., on certain measures against the legalization of the proceeds of crime and the financing of terrorism, as amended (hereinafter referred to as "AMLZ").

- 7.2. Own resources. The User undertakes to use only his/her own funds to carry out transactions (purchase of the Product, etc.). Furthermore, the User undertakes that when using the Platform and the Application, he/she will always act in his/her own name, on his/her own account and will not act for any person other than himself/herself.
- 7.3. KYC. The User shall be obliged to cooperate in the performance of AML/CFT identification and control by the Company or other authorized entity, in particular in accordance with the AMLZ.
- 7.4. Prohibited Jurisdictions. The User declares that he/she is not a citizen, resident or company incorporated or registered in: United States of America (USA), including Puerto Rico (PRI), Virgin Islands (VIR) and other territories held by the United States of America; Canada (CAN), the Republic of Singapore (SGP), the Hong Kong Special Administrative Region of the People's Republic of China (HKG), the People's Republic of China (PRC), Japan (JPN), the Kingdom of Thailand (THA), Afghanistan (AFG), Albania (ABL), Bahamas (BHS), Barbados (BRB), Botswana (BWA), Burkina Faso (BFA), Philippines (PHL), Ghana (GHA), Haiti (HTI), Iraq (IRQ), Iran (IRN), Jamaica (JAM), Yemen (YEM), South Sudan (SSD), Jordan (JOR), Cayman Islands (CYM), Cambodia (KHM), Mali (MLI), Malta (MLT), Morocco (MAR), Mauritius (MUS), Myanmar (MMR), Nicaragua (NIC), Pakistan (PAK), Panama (PAN), Senegal (SEN), North Korea (PRK), Syria (SYR), Trinidad and Tobago (TTO), Turkey (TUR), Uganda (UGA), Vanuatu (VUT), Zimbabwe (ZWE), as well as any other country in which performance under the Terms, possession or ownership of cryptoassets would be unlawful.
- 7.5. Absence of sanctions. The user declares that he is not a person against whom Czech Republic, another state of the European Union (or the European Economic Area) or the United Arab Emirates is subject to international sanctions.
- 7.6. Other obligations of the User. The User further agrees not to use the Platform and/or the Application in any way:
 - a) the retention, conversion or transfer of assets derived (even in part) from criminal activities or intended to finance terrorism or the proliferation of weapons of mass destruction in violation of international conventions;
 - b) transfer of property values from or to persons against whom the Czech Republic applies directly or indirectly, i.e. through other persons, international sanctions within the meaning of Act No. 69/2006 Coll., on the implementation of international sanctions, as amended;
 - c) the transfer of assets from or to countries that are considered to be at risk or high risk in terms of the prevention of money laundering or terrorist financing; the list of such countries is published and updated by FATF-GAFI through its website or by the European Commission by Commission Delegated Regulation (EU) 2016/1675; and
 - d) the transfer of assets (even if only in part) to or from a person originating in a high-risk or high-risk country listed above; origin means (i) in the case of an individual, each country of which that individual is a national and any other country in which that individual is registered for permanent or other residence, and (ii) in the case of a legal entity, the country in which it has its registered office, any country in which it has a

branch, subdivision or place of business, and any country in which any member of the body of such legal entity or any member of its shareholders is a national within the meaning of this provision of the Conditions.

- 7.7. Compensation. The User agrees to pay any damages or costs incurred by the Company or fines imposed in administrative or other proceedings brought by regulatory authorities if the damages, costs or fines arise from the User's breach of any provision of these Terms or circumvention of these Terms.

8. Change of Terms and Product

- 8.1. Change to the Terms and Conditions. The wording of these Terms may be unilaterally changed by the Company. The new version will be effective from the moment of its publication or from the date specified in the new Terms and will be binding on the User for each subsequent order after their publication. The rights and obligations arising during the period of validity of the previous version of these Conditions shall not be affected.
- 8.2. Notification of changes to the Terms and Conditions. The User will be informed of changes to these Terms and their new wording on the Platform and/or the Application, or by email. The new version of the Terms shall be effective from the moment of its publication and shall be binding on the User for any further use of the Platform and/or the Application made after the publication of the new version of the Terms. The rights and obligations created during the period of effectiveness of the previous version of the Terms shall not be thereby affected.
- 8.3. The right to refuse changes to the Terms. The User has the right to refuse to change the Terms and to terminate the Agreement for this reason. The notice period in such case is 14 days.
- 8.4. Change of Product. The Parties agree that the Company may change the Product in whole or in part at any time in the future.

9. Final provisions

- 9.1. Interaction. The Parties undertake to provide each other with all cooperation to fulfil the contract(s) entered into between them under these Conditions.
- 9.2. Language versions. These Terms and Conditions are written in English language. Any translations into other languages are for informational and non-binding purposes only.
- 9.3. Governing law. All agreements between the Parties shall be governed by the laws of the Czech Republic. If the relationship established by contract or otherwise under these Terms and Conditions contains an international element, then the Parties agree that the relationship shall be governed by the law of the Czech Republic. This is without prejudice to the rights of the consumer arising from generally binding legislation or the rights and obligations arising from the domicile of the Company.
- 9.4. Amicable dispute resolution. The Parties agree that disputes arising out of or in connection with the Contract shall preferably be settled amicably, in particular by negotiation between the Parties. To this end, the Party shall first contact the other Party via the email address provided on the Platform and/or the App. Only if no amicable settlement can reasonably be expected, the dispute shall be settled before the competent public authority.
- 9.5. Jurisdiction. Any disputes arising in connection with these Terms shall be finally settled by the competent courts of the Czech Republic.

- 9.6. Communication and identity verification. All communication between the Parties (including complaints and other legally binding actions taken by a Party) shall be in electronic form, in particular by e-mail, or chat-box exclusively in the English language. The Company may unilaterally determine another preferred method of electronic communication and/or preferred language. The Company reserves the right to require proof of identity of the User with whom it will communicate. In such case, the User's legal action shall only be effective against the Company once the User's identity has been verified.
- 9.7. Separability. If any provision of the Terms becomes or is found to be invalid, unenforceable or ineffective, such invalidity, unenforceability or ineffectiveness shall not affect the remaining provisions of the Terms. The Company will respond to such an event by amending the Terms accordingly.
- 9.8. Referral. The User shall not assign any of its claims arising out of or relating to its obligations under these Terms to a third party without the prior express written consent of the Company. The Company may assign all of its rights in the Platform, the Application and the Product or any part thereof, 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 in advance to such action within the meaning of Section 1895 of the CC.
- 9.9. Efficiency. These terms and conditions are effective from 1 September 2023.