WEXOPAY CRYPTOCURRENCY TERMS OF SERVICE

1. Basic provisions

1.1. <u>Scope.</u> These Terms govern the relationship between you, as a user, and the Company, as operator of the Website and Application, when you buy, sell, manage, receive or send cryptocurrencies through the Website or Application.

1.2. <u>Definition.</u> Words not defined directly in this document that begin with a capital letter shall have the meaning defined in the General Terms and Conditions of wexo.

1.3. <u>Priority of conditions.</u> In the event of any conflict between these Terms and Conditions and the General Terms and Conditions, these Terms and Conditions shall prevail.

2. Buying and selling cryptocurrencies

2.1. <u>Order.</u> By completing and confirming the Order Form, the User enters into a Cryptocurrency Purchase or Sale Brokerage Agreement with the Company, whereby the Company agrees to broker the purchase or sale of the Cryptocurrency at the then current exchange rate within twenty-four (24) hours of receipt of the funds or Cryptocurrency.

2.2. <u>Exchange rates.</u> Our exchange rate for the purchase or sale of cryptocurrencies, which is used to determine the indicative exchange rate and the actual exchange rate, is variable and as such is constantly changing with respect to the situation on the cryptocurrency market. The exchange rate set by us includes all exchange brokerage fees and no other fees are charged for this Service. We always display current exchange rates on the Website and the App.

2.3. <u>Indicative exchange rate.</u> When completing an order, the user is shown the approximate amount of cryptocurrency to be purchased, or the approximate yield from the sale of the cryptocurrency, both at our current exchange rates.

2.4. <u>Current exchange rate.</u> A cryptocurrency transaction is executed at our current exchange rate within twenty-four (24) hours of receipt of funds or cryptocurrency.

2.5. <u>Cancellation order.</u> A User cannot cancel an order to buy or sell cryptocurrency without the Company's consent.

2.6. <u>Rejection of the order.</u> The Company may reject a user's order to buy or sell cryptocurrency. In such a case, the Company shall not be liable for any losses the User may suffer as a result. The Company may reject a User's order if:

a) there is insufficient quantity of the desired cryptocurrency available on the market;

b) one of the partner exchanges is not available;

c) The company has reason to believe that the purpose of the order is illegal; or

d) The Company has reason to believe that compliance with the Order could have a detrimental effect on the goodwill or reputation of the Company.

2.7. Fulfilment of the contract. The Company shall fulfil the Contract by crediting the amount of money in cryptocurrency or legal (fiat) currency specified in the instruction to the User's Account.

3. Withdrawal from the contract

3.1. Inability to withdraw without cause. The User, who is a consumer within the meaning of the Civil Code, acknowledges that it is not possible to withdraw from the Contract without giving lawful reasons, even within the statutory period of fourteen (14) days, since cryptocurrency is a commodity, the price of which depends on the fluctuations of the financial market independently of the will of the entrepreneur and which may occur during the withdrawal period.

4. Tax obligations

4.1. User's obligation. User understands that income from the purchase, sale and exchange of cryptocurrencies is subject to income tax. The Company is not responsible for the User's tax liability in any way related to the Scrolls provided. Any income earned by the User under the Agreement shall be taxed by the User in accordance with applicable law.

5. Cryptocurrency storage and transfers

5.1. Virtual account. All cryptocurrency that the Company provides custody of for Users is recorded in the Virtual Accounts of individual Users. Cryptocurrency is held directly by the Custodian in accordance with the law, but is held on behalf of the User and the User has legal title to the cryptocurrency.

5.2. Pooled wallets. The cryptocurrency custody of which is provided by the Company for individual Users is stored on pooled cryptocurrency wallets, which also hold the cryptocurrencies of other Users. These cryptocurrency wallets have been created and are secured directly by the Company or by a third party providing cryptocurrency custody services to the Company.

5.3. Private keys. A user does not have their own private keys to a cryptocurrency until they transfer the cryptocurrency from escrow to their own cryptocurrency wallet. The User can view the current balance of the Cryptocurrency(s) at any time via the Company's Website or the Application.

5.4. <u>Fork</u>. The rules of a particular cryptocurrency can be changed through changes to the cryptocurrency's protocol, which are referred to as a fork. A fork can significantly change the properties, functions, value or name and other characteristics of a cryptocurrency. A cryptocurrency network may be permanently forked during a fork. For such cases, the Company reserves the right, in its sole discretion, to do the following: support both newly formed cryptocurrencies; leave the user's balance in one of the two formed cryptocurrencies; and/or withdraw support for both new cryptocurrencies, even without further action. The Company shall be entitled to retain the balance of the cryptocurrency no longer supported.

5.5. <u>Transfers</u>. On the Website or in the Application, the User can transfer his/her cryptocurrency to his/her own or someone else's cryptocurrency wallet.

5.6. <u>Irreversibility of the transfer</u>. The User is aware that any error in the cryptocurrency address may lead to irreversible loss of cryptocurrency.

6. Dangers and risks of cryptocurrencies

6.1. <u>High general risks</u>. User acknowledges and understands that any conduct or provision of services related to cryptocurrencies is high risk due to their experimental nature and virtually unpredictable economic and regulatory developments.

6.2. <u>Decentralised systems</u>. Cryptocurrencies are made up of autonomous and essentially unregulated global computing networks.   Due to the absence of central authorities, cryptocurrency transactions are virtually irreversible and errors or theft of cryptocurrencies are thus generally unrecoverable. The value of cryptocurrencies depends on trust in these peer-to-peer (P2P) networks and their cryptographic security. The evolution of human knowledge and developments in software and hardware may affect the trust in these networks and the value of the cryptocurrencies created in this way.

6.3. <u>High volatility</u>. Cryptocurrencies are highly volatile. Cryptocurrency exchange rates against conventional (fiat) currencies can experience sharp fluctuations of tens of percent or more, even within a few hours.

6.4. <u>Lack of sectoral regulation</u>. The Principal is aware that for Companies incorporated and domiciled in the Czech Republic and the Slovak Republic (see the General Terms and Conditions of wexo) cryptocurrencies are not electronic money or other funds within the meaning of the Payment Act, as amended, and that according to the Czech National Bank and the National Bank of Slovakia, cryptocurrencies are generally not regulated as transferable securities or other investment instruments within the meaning of the Capital Market Undertakings Act, as amended.

6.5. <u>Lack of sectoral oversight</u>. The provision of services relating to cryptocurrencies (including services under this Agreement) is not subject to supervision by the Czech National Bank and National Bank of Slovakia, nor is it regulated by public authorities in any special way, with exceptions (in particular measures against the laundering of proceeds of crime and terrorist

financing). In view of the above, neither are the services provided under this Agreement are investment services within the meaning of that Act on capital market business.

6.6. <u>Risks associated with hacker attacks and other outages.</u> The User acknowledges that cryptocurrency exchanges and other entities providing cryptocurrency-related services, including the Company, are not fully regulated financial market entities, the cryptocurrencies held by them are not insured, and in the event of a hacking attack against such entities or the User's account, in the event of an outage of their services for any other reason, or in the event of a hacking attack against the cryptocurrency network itself, the User may irreversibly lose all funds managed at any time without compensation.

6.7. <u>Unpredictable developments</u>. The user is aware that the above assessment and view of the public authorities may change in the future.

6.8. <u>Disclaimer</u>. In view of the above risks, the Company cannot and shall not be held liable for any developments regarding cryptocurrencies, including the possibility of their complete loss of value, prohibition by the Czech Republic or other nation states (e.g. the state where the user or the Company's subcontractors are located), up to their complete loss or extinction.

6.9. <u>The user assumes all risks</u>. By entering into the Agreement, the User accepts all risks associated with cryptocurrencies.

These conditions are effective from 02.02.2023.