

## TERMS AND CONDITIONS

*Last updated August 15, 2024*

### AGREEMENT TO OUR LEGAL TERMS

We are Velvetloom Production Company S.R.O., doing business as "Criptherium" ("Company," "we," "us," "our"), a company registered in Czech Republic at Frýdlantská 1312/19, Praha 8-Kobylisy, Prague, Czech Republic 182 00.

We operate the website <http://www.criptherium.com> (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

The website <http://www.criptherium.com> offers a comprehensive suite of financial services focused on cryptocurrency and blockchain technology. It positions itself as a comfortable platform which provides services of cryptocurrency exchange to individual customers. Key Features and Services of the platform include:

1. The website provides a user-friendly interface for exchanging various cryptocurrencies, including popular options like Bitcoin, Ethereum, and others to fiat money and vice versa. The platform is designed to cater to both beginners and experienced users. The exchange offers competitive trading fees, making it attractive for high-volume traders.

2. On the website you can also find the Customer Support:

- "24/7 Support": Criptherium offers round-the-clock customer support through multiple channels, including live chat, email, and a comprehensive help center;

- "Personal Account Managers": For VIP clients, the platform provides dedicated account managers to offer personalized assistance.

3. Regulation and Compliance section of the website: KYC/AML Procedures: Criptherium adheres to strict Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures to ensure compliance with international regulations, making the platform safe and reliable for users.

4. User Experience is represented by the following:

- Mobile and Desktop Access: the platform is accessible via both web and mobile applications, ensuring that users can manage their accounts and trade on-the-go;

- Intuitive Interface: the website and trading platform are designed to be intuitive, with clear navigation and a sleek design that enhances user experience.

5. Security Measures include:

- Two-Factor Authentication (2FA): Criptherium employs 2FA to add an extra layer of security to user accounts;

- Cold Storage: A significant portion of assets is stored in cold storage, minimizing the risk of hacks.



Thus, Criptherium is a comprehensive platform for cryptocurrency exchange. It combines a secure and intuitive interface and a range of financial services. The platform's commitment to security, compliance, and customer support makes it a reliable choice for those looking to engage in the crypto market.

In the foreseeable future, the mobile application "Criptherium" ("C2L") will also be developed. It will be a set of services similar to the website and it will have a high quality of service. The convenience of its interface will meet all modern requirements for the best players in the crypto business market. It will be available in the App Store and Google Market.

You can contact us by phone at +420 721 734 697, email at [support@criptherium.com](mailto:support@criptherium.com), or by mail to Frydlantská Str., No.1312/19, Praha 8-Kobylisy, Prague, Czech Republic 182 00.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Velvetloom Production Company S.R.O., concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by [support@criptherium.com](mailto:support@criptherium.com), as stated in the email message. We do not intend to make any of notifications using SMS-messaging. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services. Customers over the age of 65 may be asked additional questions to ensure that they are not fraudulently influenced.

We recommend that you print a copy of these Legal Terms for your records.



## 1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Criptherium through the online platform <http://www.criptherium.com> allows users to exchange fiat money to cryptocurrency (including stablecoins). In the future we will begin to exchange cryptocurrencies into fiat money and later on, exchange one cryptocurrency into the other one. The exchange rate will be set by Criptherium at the moment when the amount transferred by the user arrives Criptherium's EMI accounts.

In case of high volatility in the market, in particular the change of the price/rate by more than 2.00% between the launch of the order (initial price) and the settlement, Criptherium reserves the right to settle the transaction the trade in crypto, regardless of the value, at the best available price when the funds are available in Criptherium bank accounts. The trade is completed in Criptherium work program (Monday-Friday, except for official non-working days).

There may be situations where, due to high volatility, the customer will incur a recalculation of the purchase price when Criptherium has the possibility to buy and deliver the cryptocurrency to the customer.

We do not accept cash deposits at the bank. The client will make the transfer only from another bank account to Criptherium's listed bank account for a particular currency.

The approval of the transaction may take from a few minutes up to 2 (two) working days after the date when order was created and executed by customer, depending on the availability of the client's funds to Criptherium, the value of the purchase, and account history. The market volatility does not affect the price but the transaction load (the number of transactions per unit of time, e. g. in case number of transactions made in a certain cryptocurrency network is more than usual, the transaction can take longer to pass).

The customer can request a refund from us and we will definitely consider his request, but we also reserve the right to refund customers without their approval.

## 2. ACCEPTANCE OF TERMS AND CONDITIONS OF USE

By using and registering the website <http://www.criptherium.com>, you accept the Terms and Conditions of use listed below; being necessary to read them carefully.

The service offered by Criptherium provides exchange services for various types of transactions, including fiat to cryptocurrency, cryptocurrency to fiat, and crypto to crypto exchanges. These exchanges are facilitated through software programs operated by the Company. The exchange platforms developed by the Company enable clients from around the world to smoothly exchange digital currencies for other assets, such as fiat currencies (traditional government-issued currencies) or other virtual currencies. This means that clients can convert their fiat currencies into cryptocurrencies, or vice versa, as well as trade one type of cryptocurrency



for another. By offering these exchange services, the Company aims to provide its clients with a convenient and reliable platform for securely converting their digital assets into different forms of value.

There may be situations where, because of the legal framework in which you live, it could be possible to not have permission to use all features of this website. We are not responsible if, for various reasons, you can not access this site. Once you agree to these terms and conditions, Criptherium offers you a personal non-exclusive, non-transferable, limited right to access and use our site and our service.

Criptherium will not be held for any money/currency loss by blockchain technical issues, natural disaster, Criptherium's service providers and third parties.

We shall execute your exchange order (according to the rate for the customer fixed on the day of his order billing), as soon as reasonably practicable and up to 48 hours, after your completion of our registration, AML and KYC processes to our satisfaction and after the transaction has been confirmed by the payment provider used for the deposit (a bank, cc, etc.). Until execution, any order by you shall be considered as pending and not completed, and shall not be binding on us whatsoever.

Any payment or delivery by us to you of fiat money or cryptocurrency, as applicable, shall be made after deduction of any applicable fees, including our exchange fee for a clients' purchase of a cryptocurrency (buy) and an exchange fee for a clients' sale of a cryptocurrency (sell) in percentage up to 4% both. The rate of the exchange fee may vary from time to time, in our sole discretion and shall be defined to you prior to your order.

If for any reason we cannot make the deal we will refund the money minus 30 EUR transfer fee.

In any case the transactions were processed through a credit/debit card no withdrawal fee will be charged.

We are not committed to buy the cryptocurrency back from you.

We are not committed to sell more cryptocurrency to you.

Our customer service will not provide any help with buying selling exchanging crypto currencies.

If you make a mistake in your wallet string, we will not help you to get your cryptocurrency.

By initiating an exchange transaction you implicitly acknowledge that you simultaneously meet the following conditions:

- 1) The sold fiat/cryptocurrency do not come from illegal or illicit activities.
- 2) The sale of fiat/cryptocurrency does not represent money laundering activity.
- 3) You are the authorized account holder of the account you open with us.
- 4) You declare on oath that the amount of money used for the acquisition of fiat/cryptocurrency does not come from fraud. If it's proved otherwise, you bind yourself to bear the losses and any other legal consequences.

Due to the fact that countries of Nordic region of Europe use their own local currencies we warn customers from there that transactions with these currencies will be made by us only in case we have an opened account with the local Nordic EMI.



### 3. COOKIES AND OTHER TRACKERS POLICY

We use various types of cookies and other types of web trackers, which help us to administer and operate the Website.

These trackers are used mainly to collect statistical information about your use of the Website;

We use cookies for Website analytics purposes, as explained above.

If you wish to block cookies, you may do so through your browser's settings. You can delete cookies that are already on your computer and you can set

your browser to prevent them from being placed going forward. Please refer to the browser's help menu for further information.

Please also bear in mind that disabling cookies may adversely affect your user experience on the website.

### 4. INTELLECTUAL PROPERTY RIGHTS

#### ○ Our intellectual property:

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the jurisdictions around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

#### ○ Your use of our Services:

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Services;
- download or print a copy of any portion of the Content to which you have properly gained access;
- solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: [support@criptherium.com](mailto:support@criptherium.com). If we ever grant you the



permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

○ Your submissions:

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You are responsible for what you post or upload. By sending us Submissions through any part of the Services you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission;
- warrant that any such Submission are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions;
- warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

## 5. USER REPRESENTATIONS

By using the Services, you represent and warrant that:

- all registration information you submit will be true, accurate, current, and complete;
- you will maintain the accuracy of such information and promptly update such registration information as necessary;



- you have the legal capacity and you agree to comply with these Legal Terms;
- you are not a minor in the jurisdiction in which you reside;
- you will not access the Services through automated or non-human means, whether through a bot, script or otherwise;
- you will not use the Services for any illegal or unauthorized purpose;
- your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

## 6. USER REGISTRATION

You must be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

You may open only one account on Criptherium trading platform. If you try to open more than one account, such an additional account may be suspended or closed, at our discretion. To use the services Criptherium, you must register first by providing an email address, password and phone number; accepting Terms & Conditions, Privacy Policy and ticking off the fact of reaching 18 years of age; then you will need to submit the email by going through verification link sent on your email. Upon successful completion of the registration process, Criptherium will determine your Criptherium account.

To open an account with Criptherium, the client must add to his registration a valid proof of identification (ID, passport, or Driving License – front & back). Documents verification may take up to 3 business days.

Criptherium may, at its sole discretion, refuse to allow someone to establish an account with Criptherium. From time to time, we may also ask you to provide additional information as a condition to continue the use of our services. If you want to convert fiat money into cryptocurrency or cryptocurrency into fiat money authorized by Criptherium, directly or through third parties, Criptherium can make any demands that we consider necessary to validate your identity. This may include requesting further information about the user, such as name, date of birth, email address, phone number, address, city, country, post code, information whether the user is Politically exposed person and the filled questionnaire so that we can confirm your identity and for the user to benefit from the services provided by Criptherium.

Criptherium may seek you to answer any questions or take measures to verify your identity; thus respecting the law. By transmitting sensitive information which may be required, please make sure the information is accurate and authentic and that you agree to inform Criptherium if you change any basic information requested. When using a Credit and/or Debit card to buy cryptocurrencies, from time to time, we may require to verify that you are authorized to use this card/own the account. Card verification applies only to the front





side, where the name and last name are indicated. The client has the right to hide information that he considers confidential.

We reserve the right to keep your Registration Information account after you close the account for regulatory purposes and compliance with business rules.

## 7. PASSWORD SECURITY AND KEEPING CURRENT CONTACT INFORMATION

You are responsible for maintaining the security and proper control of any ID and all IDs, passwords, information, personal identification numbers (PINs) or any other codes that you use to access the services Criptherium. Any loss or compromise of the above information and/or personal information can result in unauthorized access to your account online with Criptherium by third parties. You are responsible for keeping up to date your email address in your account to receive any notifications or alerts that we send. Criptherium shall not be liable for any loss or damage caused by failure to comply with rules protecting account information, or failure to follow or take note of any notifications or alerts that we send. If you feel that your account information has been compromised, contact Support or Contact Criptherium as soon as possible.

Criptherium does not have any responsibility for any damage or disruptions caused by computer viruses, spyware or other malware that can harm your computer or other equipment, or any phishing, spoofing or other attacks. It is advised the regular use of a reliable antivirus and malware screening and prevention software. If in doubt about the authenticity of a communication from Criptherium, you need to connect with your account, through the site Criptherium (<https://HERZNAET.COM>), not clicking on links contained in emails.

## 8. SUSPENSION AND CLOSING OF THE ACCOUNT

It may be the case, at our sole discretion without liability to you or any third party, to refuse to open an account, to your account suspended or you terminate your account or how it works on one or more services. Such actions can be taken as a result of account inactivity, failure to respond to requests for customer support activities spam (e. g. initiation of transactions without their completion in the allotted time) or after breaching the terms of this Terms & Conditions. Or, in accordance with the requirements of a valid subpoena or court order, or if Criptherium reasonably suspects you to be using your Criptherium account in order to promote illegal activities, but not limited to, or opening multiple accounts Criptherium or abuse of promotions that Criptherium can provide from time to time, your account may be suspended.

If you have unsettled trades in an account that has been suspended or closed, you will be able to recover these funds, unless prohibited by law or court order. This is applicable only in case the transaction itself was not fraudulent. We have a right to ask additional questions and require documents, confirmations and explanations from such a customer, after which the decision on funds recovery is made.

We reserve the right to require the provision of further identifying information before processing such agreements and to delay or prohibit these agreements, if Criptherium considers that there were fraudulent or illegal activities. If you are unable to connect to your account, you should contact assistance services to process such agreements.





You may terminate this Agreement at any time by discontinuing use of the Services offered by Criptherium. Upon termination of this Agreement and suspend of your account, you remain liable for all transactions made while the account was opened. If the account is inactive for a year we have the right to block or delete the account.

## 9. THE RIGHT TO SUSPEND OR DELAY TRANSACTIONS AND SETTLEMENTS

Criptherium reserves the right to refuse to process or cancel any transaction or cryptocurrency being connected to your local currency at Criptherium or any services, as required by law or in response to a subpoena, a court order or another binding. Criptherium cannot reverse a settlement of a cryptocurrency which was communicated and confirmed by a special cryptocurrency network.

Criptherium reserves the right to refuse a process or cancel it on any purchases or sales of cryptocurrency or transfers, at its sole discretion. If Criptherium suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud or any other type of financial crime in response to a subpoena, a court order or other governmental order, or if Criptherium suspects that the transaction relates to a restricted activity.

We reserve the right to change, suspend or discontinue any aspect of the Service at any time, including the hours of operation or availability of any facilities without notice and without any liability. We may refuse to process any transaction or settlement without notice and can limit or suspend your use of one or more services at any time at our sole discretion. Suspension for use by you of any of the services will not affect your rights and obligations under this Agreement. There may be the case, in our sole discretion, to delay transactions or agreements, if we believe that the transaction is suspicious, or it may involve fraud or irregularity, violate laws or violate the terms of this agreement.

If a technical problem is causing system errors, interruptions of function or account, Criptherium may temporarily suspend online access to your account until the problem is solved.

Criptherium may, at the customer's verbal or written request can keep his/her cryptocurrency indefinitely until the client requests in writing or verbal the return of this cryptocurrency, or their value from the day in which the request is made on the platform of Criptherium. Payment is made to a bank account that belongs to the client. Criptherium does not take responsibility for the lack of communication with the client and does not presume the customer's intent in these situations.

In case of high market volatility, unanticipated situations on the economic scene or natural disaster, transactions and payments may incur delays. Criptherium shall not be liable for these delays, having no control over these possible events.

Criptherium reserves the rights to authorize transactions and capture/settle the amount only after the product will be delivered.



## 10. WITHDRAWING FROM A TRADE

In case the customer has already sent a fiat money, then it is impossible to cancel the transaction, because it is already being processed. If the transaction status is "Approved", then the customer has the right to request a refund. If the transaction status is "Decline", money is not debited from the customer's account. If the status of the transaction is "Pending" we are waiting for the final status from the payment solution provider. The final status of the transaction appears in a time period not exceeding 1 (one) day basically.

## 11. TAXES

It is your sole responsibility to determine whether and to what extent any charges apply to cryptocurrency transactions, conducted through Criptherium; and to withhold, collect, report and remit taxes to the correct values to the appropriate tax authorities.

## 12. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

○ As a user of the Services, you agree not to:

- systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein;
- disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services;
- use any information obtained from the Services in order to harass, abuse, or harm another person;
- make improper use of our support services or submit false reports of abuse or misconduct;
- use the Services in a manner inconsistent with any applicable laws or regulations;
- engage in unauthorized framing of or linking to the Services;
- upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services;



- engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- delete the copyright or other proprietary rights notice from any Content;
- attempt to impersonate another user or person or use the username of another user;
- upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services;
- harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you;
- attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services;
- copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services;
- except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software;
- use a buying agent or purchasing agent to make purchases on the Services;
- make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
- use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise;
- sell or otherwise transfer your profile;
- use the Services to advertise or offer to sell goods and services;
- operate an offensive language in any form and during any stage of the usage of the Services, that is connected to race, national origin, gender, sexual preference, or physical handicap, e. g. manifestations of racism, radical nationalism, anti-Semitism etc;
- write reviews about the quality of the Services we provide in case you did not use our platform personally.



### 13. USER GENERATED CONTRIBUTIONS

The Services do not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Services' Privacy Policy.

- When you create or make available any Contributions, you thereby represent and warrant that:
  - the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party;
  - you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms;
  - you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms;
  - your Contributions are not false, inaccurate, or misleading;
  - your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
  - your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us);
  - your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
  - your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people;
  - your Contributions do not violate any applicable law, regulation, or rule;
  - your Contributions do not violate the privacy or publicity rights of any third party;
  - your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
  - your Contributions do not include any offensive language in any form, that is connected to race, national origin, gender, sexual preference, or physical handicap, e. g. manifestations of racism, radical nationalism, anti-Semitism etc;
  - your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.



Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

#### 14. CONTRIBUTION LICENSE

You and Services agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings). By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

#### 15. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain either (1) third party's API integration into our system or (2) redirection ("Third-Party Websites") to other websites together with articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"), that belong to electronic money institutions, liquidity providers, payment solution providers, live verification systems, crypto transaction monitoring system, an automatic document signing system, an automatic e-mail distribution system and system providing the ability to leave a feedback.

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services.



Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## 16. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## 17. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: <https://app.criptherium.com/en/privacy-policy>. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in Czech Republic. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Czech Republic, then through your continued use of the Services, you are transferring your data to Czech Republic, and you expressly consent to have your data transferred to and processed in Czech Republic.

## 18. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.



## 19. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services. We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## 20. GOVERNING LAW

You expressly understand and agree any legal matter arising from the Terms and Conditions or related to your use of the website will be governed by the Czech law, without regards to its conflicts of law's provisions. You further agree to the personal and exclusive jurisdiction of the Czech courts and waive any objection to such jurisdiction or venue.

## 21. LIMITATIONS OF LIABILITY

To the extent permitted by law, we are not responsible for injury/damage or loss of profits, business, data, opportunities or other direct or indirect losses, unless the damage is derived from imprudence or deliberate misinformation or if fraud is committed. None of the items mentioned above do not exclude or limit the liability of either party for fraud, death, physical injury, caused by recklessness, breach of clauses derived from law or any other liability which cannot be limited or excluded by law.

## 22. DISPUTE RESOLUTION

The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the parties fail to agree upon terms of settlement, either side may submit the dispute to confidential arbitration proceedings by a sole arbitrator under the ICC ADR Rules, whose decision shall be final and binding. The arbitration proceedings shall be conducted in the Czech court or another place agreed by Parties. Without derogating of the provisions above, this clause explicitly sets exclusive jurisdiction to said arbitration process, and neither Party shall be entitled to submit any dispute to the courts of its domicile which contradicts said arbitration process.





## 23. COMPLAINTS POLICY

When registering, you will have to provide us with some specific identification information. You are responsible for the security of your account's login and password with Criptherium. You are solely responsible for any damage caused by reason of any act or omission resulting in improper or illegal use of your account. You agree to provide accurate and complete information about yourself during the registration process and you also agree not to impersonate another person or entity, and not to hide your identity for Criptherium for any reason whatsoever. If you register as a commercial entity, you declare that you have the required authority to bind that entity to this Agreement.

Criptherium carefully treats the information you provide to us according to the disclosure of information provided during the registration process and privacy policy. Also, note that Criptherium maintains effective and transparent procedures for reasonable prompt complaint handling for existing and potential retail clients, and we keep records of complaints and measures taken for complaint resolution. The purpose of this procedure is to ensure fair and consistent dealing with client complaints whilst striving to provide the highest level of customer service.

## 24. REFUND POLICY

In rare circumstances, Criptherium reserves the right to either cancel your order or offer you a different price for the Services. In the event we cancel your order, if we have already received fiat money from you with regards to such order, we will, subject to applicable law and regulation, refund such funds to you. In this case we will take a fix commission for the refund (30 EUR, as stated above).

Refund shall be made to the same source from which they have originated, after deduction of any cost or expense we incur with regards to such transfer, including without limitation any wire transfer charges, currency exchange charges and/or payment processing charges. Your funds may, at Criptherium's sole discretion, be returned to another source to which you are the beneficiary, as long as you provide us with the required documents and information to verify that the account to which the funds were requested to be refunded belongs to you.

To comply with anti-money laundering and terrorist financing regulations or any other regulations and to prevent prohibited conduct, all payments and information related to the refund may be verified by Criptherium. In such case, Criptherium may request from you, at its sole discretion, to provide certain documents and information, including without limitation identification documents, copy of your credit card (front – we need to clearly see your name, expiration date, digits of the card number; for security purposes you have the right to close the middle 6 digits with a small strip of paper because this is considered confidential information; this data can also be blurred in the photo itself, back – we need to see your signature in order to validate the card; for security purposes you must cover the CVV using a small piece of paper but we must be able to see the rest of the information on the back of the card; this data can also be blurred in the photo itself) or bank details and/or any other proof required to affect the refund. In case you fail to provide appropriate documents or information, or in case of any doubts as to the authenticity of provided documents and information, Criptherium shall be entitled to cease the refund process until you take appropriate measures, as requested.



The provisions of this refund policy shall apply mutatis mutandis to any return of cryptocurrency already received from you prior to cancellation of your order, from which the then-current equivalent amount of cryptocurrency to such costs and expenses shall be deducted. The return of the cryptocurrency is not carried out by the amount of the cryptocurrency that was purchased, but by the amount of fiat money equivalent to it according to the market at the moment. It is hereby understood, agreed and confirmed by you that due to cryptocurrency price volatility, we are unable to refund the exact cryptocurrency amount received, therefore that amount of Cryptocurrency refunded shall be calculated based on its USD value at the date of transaction between you and Criptherium with respect to such cryptocurrency (without derogating from our right to deduct from such refund any cost and expense we incur with regards thereto, as specified above).

Notwithstanding the above, Criptherium reserves the right to cancel your order without any refund, or decline any refund request, if it suspects that you have or are engaged in, or have in any way been involved in, fraudulent or illegal activity. This suspicion has to be provided with the supporting evidence from our side.

Refund will be processed without undue delay, and in any event within 7 (seven) business days from cancellation of order, subject to the requirements set forth hereinabove, and provided that you do not fail to provide Criptherium with any information and/or documentation required in order to process the refund. This period may vary in smaller or larger directions, depending on the conditions of our cooperation with payment solution providers, since a request for a refund is sent to them and executed by them as well.

## 25. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability etc. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

## 26. NOTIFICATION FOR UK AND CANADA CLIENTS

We do not target customers from UK and Canada and do not have an office or branch there. Customers from there, along with the rest, have every right to go to our website and freely choose to use our services.

Today's financial regulations in the UK require all companies directly or indirectly serving customers from there to register with the FCA. Our company has no intention and does not target and is not an authorized person to provide services in the UK, customers do everything at their own risk and they will not be able to contact the FCA or the Ombudsmen with a claim against us.

## 27. THE CUSTOMER'S RESPONSIBILITY

The right to use our services may be illegal in certain countries. It is your responsible for determining whether the use of the website and services is compliant with applicable laws in your jurisdiction and you warrant to us that the use of our services is not illegal in the territory where you are currently located and you agree to



comply with all applicable laws, statutes and regulations regarding our website and the services offered through the website. The responsibility for violation of this condition lies with you.

## 28. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## 29. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume



the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

### 30. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

### 31. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing.

Emails sent on the Internet are not secure and Criptherium is not responsible for any damages derived from their transmission. We suggest sending emails in an encrypted format and we invite you to send encrypted emails variations in PGP format.

**YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.**

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

### 32. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There



is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

### 33. CONTACT US

If you have concerns/questions about these "Terms and Conditions", in which the rights and obligations arising therefrom, and the use of the site, the service account or any other problem, please contact us at [support@criptherium.com](mailto:support@criptherium.com).

**Viktorija Andrjuščenko**

**Director**

**Signature:**

