

# GENERAL TERMS AND CONDITIONS OF THE COINGARAGE PLATFORM

These general terms and conditions apply to the use of the Coingarage platform, which is accessible via the website located at <https://coingarage.io>. The operator of the Coingarage platform and service provider is Coingarage s.r.o.

By creating a user account or using any services, you agree to these general terms and conditions and any other terms and conditions for the provision of specific services and agree to abide by and be bound by them. If you do not agree with or have any objections to the content of these terms and conditions or the terms and conditions of provision of particular services, you are not entitled to use any services and must cancel your user account without undue delay. You are advised to read these terms and conditions, including any additional terms and conditions of individual services, carefully to understand your obligations and rights.

## Definition of

In these general terms and conditions, abbreviations and capitalised terms have the meanings specified in the following table or in the body of these general terms and conditions. The introduction of an abbreviation or specification of a term is typically indicated in the body of the general terms and conditions by the words "hereinafter only" or "hereinafter also" in brackets.

<b>General Terms and Conditions</b>	These general terms and conditions of the Coingarage Platform govern the basic obligations arising from the use of the Platform and the provision of services and use of the Website.
<b>Terms of Service</b>	Special terms and conditions governing obligations arising from the provision of services beyond the General Terms and Conditions or deviating from the General Terms and Conditions according to the specifics of a particular service.
<b>Operator or also we</b>	The company Coingarage s.r.o., with registered office at Revoluční 1082/8, Nové Město, 110 00 Prague 1, ID No.: 11667974, registered in the Commercial Register maintained by the Municipal Court in Prague under No. C 352578.
<b>Platform</b>	A platform for the provision of services related to cryptoassets Coingarage available through the Website.
<b>Website</b>	The website located at <a href="https://coingarage.io">https://coingarage.io</a> and the web interface for accessing the Platform.

## 1. Introductory provisions

- 1.1 Subject of the terms and conditions. These General Terms and Conditions govern the legal relationships arising from the obligations between us as the operator of the Platform and Website and the service provider and you as the user of the Platform or Website and the recipient of the services. Our mutual obligations may be governed by other terms and conditions in addition to these General Terms and Conditions.
- 1.2 Supported countries. We provide the services only within the countries listed in the list of supported countries published through the Website. If you reside in a country that is not on the list of supported countries and you are still interested in our services, you

acknowledge that we are not subject to regulation in that country and you represent that you wish to avail yourself of our services solely on your own initiative and not on the basis of our active service offerings. We reserve the right to refuse or terminate our services at any time. Even under these conditions, we do not provide services to persons in the United States of America and Canada or other countries on the list of prohibited countries published through the Website.

1.3 Eligibility. You declare that you meet the following eligibility requirements for the provision of the services:

- you are at least 18 years old,
- you are fully competent,
- you are acting on your own account and on your own behalf or on behalf of the legal entity that is to receive the services, in which case you are fully authorised to represent that legal entity,
- you have read and agree to these General Terms and Conditions, any Terms of Service and the Privacy Policy,
- you are not a person from the United States, Canada or any other country on the list of prohibited countries,
- you are not a person against whom the Czech Republic applies sanctions or against whom international sanctions to which the Czech Republic is bound are applied, nor will your actions lead to circumvention of these sanctions,
- you deal exclusively with your own property or with the property of a legal entity that you are authorised to represent in these property transactions.

## 2. **Services and other terms of service**

2.1 Services. As part of the operation of the Platform, we provide a range of services as currently available through the Website or the Platform. The range of services may vary based on your country of residence. We are not a payment service provider and none of the services offered constitute a payment service or the acceptance of deposits. It is not possible to exchange funds of different currencies or make payments to third parties through the services.

2.2 Terms of Service. The provision of individual services may be subject to additional Terms of Service that govern the obligations associated with the provision of a particular service. In the event that the Terms of Service govern obligations differently from these General Terms and Conditions, the specific Terms of Service shall prevail. You are required to read in detail the Terms of Service of the service you are using.

2.3 Service changes. We reserve the right to change the scope and terms of individual services. In particular, we may limit or change the range of services offered, including limiting or expanding the range of individual markets traded.

2.4 Services of third parties and subcontractors. In the event that the Platform service you have selected uses the services of a third party or subcontractor (e.g., for certain deposit and withdrawal methods to and from your account), you are required to review the terms of service provided by that third party or subcontractor. In no event shall the Platform Operator be liable for any services provided by a third party that it has informed you about or for which it has informed you that such services are provided with the assistance of or through a designated third party.

### **3. Price for services and fees**

- 3.1 Provision of services for remuneration. The provision of services is usually charged by way of a specific price or fee. You agree to pay the price of the services provided and any applicable fees at the then-current rate at the time you use the services.
- 3.2 Price list of services and fees. The prices of services and rates of fees are published either in an aggregate price list or in a price list of individual services via the Website or the Platform.
- 3.3 Changes in prices and fees. We reserve the right to change service prices and fee rates at our discretion. Service prices and fee rates are updated regularly. By executing a trade or other transaction on the Platform, or by using a service, you agree to the service price or fee in accordance with the price list current at the time of the transaction or use of the service.
- 3.4 Prices subject to market fluctuations. In the event that prices are subject to market fluctuations, the current price displayed at the time the trade is executed shall always prevail and any changes to such price shall not be subject to information obligations.
- 3.5 Offsetting against the advance. We are entitled to set off all our claims against your balance on your deposit account.

### **4. User account**

- 4.1 Registration. In order to use the Platform and use its services, you must first create a user account. As part of the user account registration process, you are presented with these General Terms and Conditions, including additional Terms of Service and Privacy Policy for your approval. We reserve the right to refuse registration of a user account at our discretion.
- 4.2 Verification. After the user account has been created, verification must be performed. Without verification of the user account, it is not possible to use certain services and to access the full use of the Platform. You will be guided through the verification process via the Platform and, where applicable, in cooperation with the user support staff. Verification is subject to our approval. We reserve the right to refuse verification at our sole discretion. Access to certain features may require different levels of verification.
- 4.3 Up-to-date and truthful information. You agree to provide only complete, truthful and current information at all times during registration and verification of your user account and other communications with us. You further agree to keep all information current and to notify us of any changes without undue delay.
- 4.4 One user account. Each person is entitled to register only one user account. A user account may only be used by the person to whom the user account is registered. You agree that you will not allow a third party to open, administer or manage your user account, nor will you yourself act as such on behalf of a third party except as a proper representative of a legal entity. A sub-account may be set up for another person in addition to the user account. In this case, the owner of the user account assumes all responsibility for the actions of the persons using the sub-accounts. Orders and instructions given using a sub-account shall be deemed to be authorised by and executed on behalf of the user account holder.
- 4.5 Access data. Access to the user account is usually secured by a username, password and possibly two-factor authentication (2FA) or other security features. We strongly

recommend that you secure user account access using two-factor authentication and consider using other measures as well. If access credentials are lost, user account access can be restored through user support services. However, restoration of access to the user account is subject to proof of ownership of the user account. Please note that the process of restoring access may take some time.

- 4.6 User account abuse. You undertake to carefully secure access to your user account and your access data and in particular not to disclose your access data to any third party. We shall not be liable for any loss or disclosure of user access data. You undertake to inform us immediately of any possible loss or disclosure of access data or misuse of your user account. Misuse of access data or user account, unless caused by us, is always your responsibility.
- 4.7 Option to cancel a user account. You can choose to cancel your user account at any time. The Platform will guide you through the process of cancelling your user account. Cancellation of a user account may be conditional upon the settlement of our mutual obligations.
- 4.8 Suspension and cancellation of a user account on our initiative. We reserve the right to suspend access to a user account, or restrict access to the services in whole or in part, or terminate a user account altogether in justified cases. Reasons for these measures may include, but are not limited to, suspected misuse of the user account, suspected suspicious transactions, compliance with legal requirements, breach of obligations on your part or decisions of the competent authorities.

## **5. Advance deposit account in fiat currencies**

- 5.1 Advance deposit to cover the price and fees. As part of the use of our services, we allow you to pay for the price and fees by making an advance deposit and then using it. Advance deposits can be made through the methods and in the fiat currencies listed on the Platform. We reserve the right to change the advance deposit methods.
- 5.2 Deposits of advances. Funds can be deposited into the advance deposit account in the fiat currencies supported by the Platform and in the ways allowed by the Platform. You can choose the method and fiat currency for depositing funds into the advance deposit account from the offer published through the Platform.
- 5.3 Proper designation. You undertake to properly mark each advance deposit with the appropriate identifying marks depending on the method of deposit chosen and in accordance with the instructions displayed via the Platform. Proper marking is necessary to properly pair the advance deposit with your user account.
- 5.4 Advance deposit account status. You can monitor the current status of your advance account through your user account.
- 5.5 Crediting an advance deposit. There may be a time delay between the sending of funds and the crediting of funds to your advance deposit account corresponding to the chosen method and fiat currency for depositing funds. The deposit is credited to your advance deposit account only after we have received the relevant funds and paired them with your user account. We do not accept advance deposits made on your behalf by third parties.
- 5.6 Fees. The advance deposit may be subject to a fee according to the current price list, the amount of which may vary depending on the method of the crediting of funds to

your advance deposit account. The deposit may also be subject to a fee payable by your service provider.

## **6. Deposit and possession of cryptoassets**

- 6.1 Deposit of cryptoassets. You may deposit cryptoassets into the cryptoasset deposit account in the cryptocurrencies supported by the Platform and in the ways permitted by the Platform, including by purchasing cryptoassets through a third party who will then send the cryptoassets purchased by you to the Platform Operator, who will register them for the benefit of your cryptoasset deposit account. You can choose the method and cryptoasset for depositing funds into the cryptoasset deposit account from the offer published through the Platform.
- 6.2 Virtual wallets. All cryptoassets on the Platform are held by us in virtual wallets under our management or the management of our partners. Cryptoassets of multiple clients may be held on shared wallets. If cryptoassets held on shared wallets are partially lost, each of the affected clients will bear a pro rata share of the loss.
- 6.3 Security of cryptoassets. We undertake to take reasonable measures to ensure the security of cryptoassets held against unauthorised theft or loss of access. These measures include, but are not limited to, controlling access to wallets, managing cryptographic keys, using wallets that require multiple digital signatures, using cold wallets for long-term storage of cryptoassets, limiting the amount of cryptoassets outside of cold wallets, and other measures. However, no single level of security guarantees 100% protection of the cryptoassets held.
- 6.4 Empowerment. If you deposit any cryptoassets with us, you authorise us to hold them and execute instructions in accordance with your instructions given through the Platform. These instructions may include transferring cryptoassets to your wallet, selling cryptoassets, settling trades and other instructions. You also consent to us entrusting the cryptoassets to the custody of a third party to ensure their safe keeping.
- 6.5 Special permissions. We reserve the right to withhold cryptoassets in our possession where we are required to do so by law or by order or direction of a competent authority. This situation may arise in particular in cases of reasonable suspicion of the legalization of proceeds of crime or in cases required by law enforcement authorities.

## **7. Withdrawals of funds**

- 7.1 Returning advance deposits. If you have a positive fiat currency balance in your advance deposit account, you may request settlement of the deposit balance by returning funds up to the amount of your positive balance through the Platform. You may choose the method of settlement of the Deposit from the offer published through the Platform. Some settlement methods may require additional conditions to be met (e.g. payment to a bank account requires prior verification of your bank account).
- 7.2 Selection of cryptoassets. If you have cryptoassets stored with us, you can request their release. In this case, you must always properly specify these cryptoassets and the amount you wish to withdraw via the Platform. You agree that you may not be returned the identical cryptoassets you have entrusted to us, but the same quantity of cryptoassets of the same type. Proper fulfillment of your request may require the satisfaction of other conditions and in particular the specification of a suitable virtual wallet to which the cryptoassets are to be transferred. We reserve the right to request verification of ownership of such virtual wallet.

- 7.3 Prohibition of remittance. Withdrawal of cryptoassets or settlement of a deposit may be made solely for your benefit. You undertake not to make a request for settlement of a deposit or withdrawal of cryptoassets for the benefit of a third party, in particular by entering a third-party bank account or a third-party virtual wallet. We reserve the right to appropriately verify all requests to settle a deposit or withdraw cryptoassets.
- 7.4 Deadlines for withdrawal of funds. We undertake to make all withdrawals of cryptocurrencies and settlement of advance deposits without undue delay after your request. Different settlement and withdrawal methods may affect the execution time of your order. In justified cases, we reserve the right to delay the execution of the request, but for a maximum of 7 days.
- 7.5 Special authorization. We reserve the right to refuse or delay a request for settlement of an advance deposit or collection of a cryptoasset in cases where we are required to do so by law or by decision or direction of the competent authorities.
- 7.6 Responsibility for the accuracy of the data. Before making any withdrawal of cryptoassets or settling an advance deposit, please make sure that all the entered data and in particular the target virtual wallet or bank account are correct. Once an order has been entered, the details can usually no longer be changed and the order can be automatically processed and executed. You also acknowledge that transactions with cryptoassets are irreversible and we are unable to recover any funds sent in error. You assume all responsibility for the accuracy of the data you enter.

## **8. Limits and restrictions**

- 8.1 Setting limits. We reserve the right to set certain limits on the execution of orders and other transactions, both on an aggregate and per-client basis. Limits are generally set in the form of maximum volumes of certain transactions within a specified period of time (e.g., a maximum volume of trades or withdrawals in a 24-hour period), by setting a maximum number of certain orders within a specified period of time, or by setting a time limit for the execution of a specified order.
- 8.2 Exceeding the limit. Should the execution of an order exceed the limit, we reserve the right to postpone the execution of that order until a later time. You will be notified of the postponement of the execution of an order via the Platform.
- 8.3 Prohibited Activities. It is prohibited to use our services in any way in the context of activities that violate the law, in particular for the legalization of the proceeds of crime, terrorist financing, the organization and operation of illegal gambling, fraud and other criminal activities.
- 8.4 Price and market manipulation. It is prohibited to engage in any activity aimed at creating artificial market prices or liquidity or influencing other market metrics and other market manipulation techniques.
- 8.5 Correction of trades and transactions. You acknowledge and agree that the Platform Operator may, at its sole discretion, retroactively correct, modify or amend any such trade or transaction in which the Platform Operator determines that an error or other abnormality has occurred, whether such error or abnormality was caused by you, the Platform Operator, the Platform or a third party, or as a result of technical problems, system problems, software failures or similar causes, or where the Platform Operator is required to do so by law or by a decision of a public authority. The Platform Operator shall not be liable for any alleged or actual damages caused as a result of a trade or

transaction in which the Platform Operator determines that an error or other abnormality has occurred.

## **9. User support and complaint handling**

- 9.1 User support. User support is provided during standard business hours as published through the Website or Platform in the ways specified therein. User requests are handled without undue delay, however, in certain time periods it may take longer to handle your request due to the increased workload of our staff, but should not take more than 5 working days.
- 9.2 Fair use rules. We reserve the right to refuse a request for user support if such request is unclear, violates these General Terms and Conditions or other Terms of Service, or is contrary to law, or if it is rude, harassing, or if you make too many requests for user support in a short period of time.
- 9.3 Handling complaints. It is also possible to file a complaint through user support. We will confirm the submission of the complaint by electronic communication within 3 working days at the latest. We undertake to investigate each complaint and inform you of the outcome of this investigation by electronic communication within 30 days of receipt of the complaint. Your further cooperation may be required for a proper investigation of the complaint.

## **10. End-User License and Use of the Platform and Website**

- 10.1 Reservation of rights. We reserve all rights to the Platform and the Website, including but not limited to copyright, industrial and similar rights in computer programs, databases, content, including page layout, text, photos, videos, graphics, trademarks, logos and other content and elements. It is prohibited to copy, modify, distribute or otherwise use the protected elements or parts thereof without our consent.
- 10.2 Limited license. We grant you a non-exclusive, non-transferable right to use the Website and the Platform, including its content, to the extent necessary for your normal private use, in particular in the context of using the services. You are not, however, authorized to modify or otherwise interfere with, distribute, publish or otherwise make available to the public, whether commercially or non-commercially, any of the protected elements. You may not assign, transfer or sublicense this license to any other person.
- 10.3 Acceptable use. You are entitled to use the Website and the Platform in the ordinary course of business and you agree not to use the Website and the Platform in any manner that could lead to unavailability, limitations, errors or outages of the Website or the Platform. If you have specific requirements for use of the Website or Platform, you agree to contact us to discuss your specific requirements for use of the Website or Platform. We reserve the right to impose technical limitations and restrictions on the use of the Website and Platform, which may in some cases result in limitations on the use of the Website and Platform.
- 10.4 Application interface. We may allow you to use our services and the Platform through an application programming interface (API) so that you can access them through other information systems and applications. By accessing the application interface, you agree that we will treat any commands using the application interface with your generated credentials as if you were entering them in person. We reserve the right to change, restrict or terminate access to the application interface at any time, including the ability to change the application interface itself.

10.5 Securing access credentials to the application interface. You acknowledge that accessing the application interface may, in certain circumstances, pose an additional risk of misuse of your user account and you assume responsibility for the proper and secure storage of your application interface access credentials. You acknowledge that any commands using the application interface are not subject to confirmation using two-factor authentication, even if this feature is enabled.

## **11. Measures against legalization of proceeds of crime and financing of terrorism**

11.1 Legal obligation. As a person providing services related to cryptoassets, we are obliged under the relevant legislation to implement measures against legalization of proceeds of crime and financing of terrorism.

11.2 Nature of the measures. We are required by law to properly identify our clients, conduct client checks, maintain information regarding the client and their trades, delay execution of trades in certain cases, delay execution of withdrawals or deposits, and report and reject suspicious trades or block or cancel user accounts, or take other appropriate action.

11.3 Cooperation. You undertake to provide, upon request, all cooperation necessary for the fulfilment of our obligations in connection with measures against the laundering of the proceeds of crime and the financing of terrorism, in particular to provide without delay all information and documents necessary for the verification of identification, as well as information and documents on the sources of funds used and cryptoassets and the purpose of the transactions carried out, or other information necessary to comply with legal obligations.

## **12. Personal data protection**

12.1 Processing of personal data. Personal data is processed in connection with the use of the Platform, the provision of services and the use of the Website. In view of this fact, we have taken technical and organizational measures to ensure the confidentiality, availability and integrity of personal data and to ensure the lawfulness of the processing and all rights of data subjects, in accordance with the relevant legislation.

12.2 Privacy Policy. Information about the scope and other conditions of personal data processing and the use of cookies is provided in a separate document - Privacy Policy. The Privacy Policy is available on the Website or within the Platform and is displayed as part of the user account registration.

## **13. Responsibility**

13.1 Liability for defects. The rights and obligations of the contracting parties arising from defective performance are governed by the relevant provisions of the relevant legislation, in particular the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended. We shall only be liable for defects in our performance at the time of delivery.

13.2 The origin of cryptoassets. We do not guarantee any quality of the origin of cryptoassets. The transaction history of the cryptoassets you receive from us does not create any liability for defects.

13.3 Claims. You must bring any defects to our attention without undue delay from the moment you discover them and no later than 2 years from the date of performance. In



the context of a complaint, which can be made by means of user support, you must specify in particular the identification of the defective performance and the claim you are making. We will process claims without undue delay and within 30 days of the claim.

- 13.4 Rights from defective performance. If the defect constitutes an insubstantial breach of contract, you have the right to demand the removal of the defect or the provision of a reasonable discount; if this is not unreasonable, the consumer may demand delivery of the item without defects. If the defect constitutes a material breach of contract, you are entitled to demand the removal of the defect or the provision of a reasonable discount or to withdraw from the contract. In the case of cryptoassets, it is generally not possible to demand delivery of a new item due to fluctuations in value.
- 13.5 Security. We do not take the security of the Platform, the Website, our services, your data and resources lightly and we have taken appropriate organisational and technical measures to protect them from misuse, unauthorised access and data loss. However, it is not possible to achieve perfect protection. We therefore point out that despite the measures taken, security may be breached, in particular by the unlawful actions of third parties.
- 13.6 Compensation. As part of the handling of your claim or request for compensation, we may offer you compensation, usually in the form of an increase in your advance deposit account balance or by providing you with earmarked funds that you can use as part of our services. If you agree to compensation, we will settle your defect or liability claim by providing compensation. In this case, your rights from defective performance or rights for compensation claim will be extinguished.
- 13.7 Limitation of liability. We shall only be liable for damages to the extent that the damages are causally related to our fault. We are not liable for damage to a third party, damage to the extent that we could not have reasonably foreseen, damage in the form of lost profits. Any limitation of liability shall not apply to damage caused by gross negligence, intentional intent or damage to a person's natural rights. In the event of loss of a cryptoasset or loss of access to a cryptoasset, damages are limited to the market value of the cryptoasset at the time the loss occurred.
- 13.8 Force Majeure. We shall not be liable for damages if we are temporarily or permanently prevented from fulfilling our obligation by an exceptional obstacle arising independently of our will, which we could not have foreseen or overcome even with reasonable efforts.
- 13.9 Correctness of instructions and data. In providing the services, we rely on the accuracy and completeness of all information and instructions you provide to us. We will not be liable for any defects or damages arising from incorrect or incomplete instructions or information provided by you.
- 13.10 Special cases. The Terms of Service may provide for additional limitations of liability for damages or defects.
- 13.11 Commitment to indemnification. You agree to indemnify us or our partners for any damages incurred by us or our partners in connection with your conduct or use of our services, including any legal fees or legal costs.

## 14. Risks

- 14.1 Information on risks. Due to the nature of our services, there are a number of risks associated with their use. You undertake to make yourself properly acquainted with these risks and acknowledge them.
- 14.2 Volatility of cryptoassets. The value of cryptoassets may be subject to significant, unpredictable and rapid fluctuations, and these changes may have a material effect on the value of the cryptoassets you hold and may lead to their complete devaluation.
- 14.3 Liquidity risk. Cryptoasset markets may not be sufficiently developed and liquidity may be insufficient, subject to fluctuations or the cryptoasset may become completely illiquid (unsellable).
- 14.4 Market risk. The value of cryptoassets is based on the market situation, which may change independently of your will. In the case of cryptoassets, markets behave unpredictably and, given their relatively small capitalization and transparency, may be subject to significant fluctuations, including those caused by the targeted or coordinated intervention of a market participant or group of such participants.
- 14.5 Currency risk. Trading can take place in different currencies. In addition to the market risk of the value of the cryptoassets themselves, the exchange rate of each currency affects the profit or loss of a trade, even if the value of the cryptoasset itself may not change.
- 14.6 Business cycle risk. Cryptoassets are a relatively new instrument with no known and predictable relationship to the economic cycle and may behave unpredictably in relation to the general economic cycle or in relation to developments within a particular sector and may follow or go against such cycle or develop independently.
- 14.7 Political risk. Changes in the political situation, both globally and in certain regions or countries, may affect the pricing of cryptoassets, their regulation, legality, operation and the enforceability or enforceability of the obligations associated with them.
- 14.8 Risk of unforeseen developments. Any action or provision of services related to cryptoassets is high risk given their experimental nature and the virtually unpredictable economic, technological and regulatory developments.
- 14.9 Risk of insufficient diversification. Insufficient portfolio diversification may accentuate the risks associated with holding cryptoassets.
- 14.10 Irrevocability of orders and transactions. Trade orders and transfers of cryptoassets are generally irrevocable. You assume all risks arising from erroneously entered orders or instructions to transfer cryptoassets.
- 14.11 Risk of technological developments and vulnerabilities. The value of cryptoassets may depend on their technology and may respond to the evolution of that technology as well as the emergence or development of competing technologies. The value of cryptoassets may also be affected by the existence of vulnerabilities or their exploitation by third parties.
- 14.12 No guarantee of profit. We in no way guarantee that you will make a profit by using our services. Past profits do not guarantee future profits.

- 14.13 Risk of loss of trust. The value of some cryptoassets may be based on confidence in their functionality or on the expectation of their value increasing or maintaining and may not be based on any fundamental basis. Thus, a loss of confidence in a given cryptoasset may lead to a collapse in demand and, consequently, a collapse in the value of the cryptoasset.
- 14.14 Lack of insurance. Any funds entrusted to our management, whether fiat or cryptoassets, are not subject to deposit insurance or business indemnity insurance.
- 14.15 Lack of additional protection. We do not review your orders for suitability or risk and execute them as you enter them.
- 14.16 Autonomy of cryptoassets. Cryptoassets are digital systems either controlled by a third party or decentralised, where there is no entity that exercises control over the network of the cryptoasset. Our role is primarily to facilitate the disposition of cryptoassets, but we do not exercise any oversight or control over them, nor are we able to guarantee their functionality.
- 14.17 Incomplete list of risks. The list of risks presented here is not exhaustive. You agree to actively familiarize yourself with and assess other risks, including risks associated with your person, your assets, your attitude to risk and other individual factors.

## **15. Tax liability and non-provision of advice**

- 15.1 Non-provision of advice. We do not provide any advisory services in the provision of our services, in particular we do not provide investment, legal or tax advice.
- 15.2 Independent assessment. In the course of providing the services, situations may arise in which tax liability arises on your part. We recommend that you obtain independent advice on the possibility of incurring a tax liability, the amount of the liability and the method and timing of payment. If you do not take such advice, this is your own free decision and you do so at your own risk and peril.
- 15.3 Independent fulfilment of tax obligations. You acknowledge that you shall be responsible for your own compliance with any tax obligations that may arise in connection with the provision of the services and you shall inform yourself of and properly comply with any such potential tax obligations.

## **16. Change of terms and conditions**

- 16.1 Authorisation to change. We may amend or supplement these General Terms and Conditions or the Terms of Service in whole or in part at any time, particularly in response to changes in legislation, technological advances, changes in services or changes in market conditions.
- 16.2 Notification of changes. We agree to notify you of any changes to the General Terms and Conditions or Terms of Service by posting them on the Website, displaying a notice within your user account, and sending a notice of the changes to your chosen electronic contact no later than 15 days prior to the effective date of the changes.
- 16.3 Disagreement with the changes. If you do not agree to the changes, you have the right to terminate the all contractual obligations by the effective date of the changes. In this case, you must close your user account by the effective date of the changes. If you do not close your User Account by the effective date of the changes, the changes will take effect.

## **17. Termination of the contractual relationship**

- 17.1 Options for terminating the contractual relationship. You may terminate the contractual relationship at any time by cancelling your user account. We consider a request to cancel a user account as a termination of the contract. We may terminate the contractual relationship at any time without giving any reason with 30 days' notice and in specified cases we may terminate the contract without notice. Both parties may only withdraw from the contract in the event of a serious breach of the terms of the contract or in other cases provided for by law.
- 17.2 Termination by the user. You can give notice at any time, even without giving a reason, by requesting the cancellation of your user account via the Platform. Cancellation of a user account will generally take place without undue delay if the following conditions are met. Prior to cancellation of the user account, you must withdraw all cryptoassets and settle the advance deposit account and close and settle all open positions and other pending trades.
- 17.3 Termination by the Operator without notice. We may terminate the contract without notice due to a serious breach of contractual obligations, suspicion of suspicious business, failure to cooperate in the implementation of measures to prevent the legalization of the proceeds of crime and the financing of terrorism and the application of sanctions, suspicion of the use of services in violation of the law.
- 17.4 Withdrawal from the contract within 14 days. In the European Union, consumers have the right to withdraw from online contracts within 14 days of the conclusion of the contract. However, this right is limited in the case of this contractual relationship. Access to the services is made available at your request immediately after registration of your user account, and even if you subsequently withdraw from the contract, you are still obliged to pay all fees and the price of the services you have used up to that point. At the same time, the value of the cryptoassets is subject to market fluctuations independent of our will and cryptoasset trades, and thus cannot be withdrawn within the 14-day period. A sample withdrawal form is attached as Appendix 1 to these General Terms and Conditions.
- 17.5 Liabilities incurred before the termination of the contractual relationship. Any obligations incurred prior to the termination of the contractual relationship shall remain unaffected by the termination. This means that even if the contractual relationship is terminated, you must pay any debts incurred during the contractual relationship.

## **18. Airdrop and network splitting**

- 18.1 Network splitting. Due to the nature of the distributed ledger technology used, we do not control the network of the relevant cryptoassets, and as a result of a change in the software of this network, it may be split (hardfork, softfork), where two or more parallel networks may be created, and cryptoassets traded on the Platform may exist in parallel on all or only some of the networks. In such cases, we are not responsible for any effects of the network split. We undertake to respond to any network split as we reasonably determine in our sole discretion. We reserve the right, in our sole discretion, to operate the Platform and recognize cryptoassets on all or some of the networks created by the split, or to treat each network differently.
- 18.2 Airdrop. In relation to certain cryptoassets, a certain amount of that or another cryptoasset may be released free of charge in connection with the holding of a certain cryptoasset (an Airdrop). With respect to holding cryptoassets on the Platform in

shared wallets under our control or with our partners, you may not be entitled to receive cryptoassets from an airdrop.

- 18.3 Measures related to network split and airdrop. We recommend that you proactively identify information related to network split and airdrop distribution and react to these changes in a timely manner (e.g. by removing cryptoassets from escrow). We are under no obligation to take any action on your behalf in connection with the network split and airdrop distribution. We undertake not to take control of any cryptoassets created by the network split or acquired under the airdrop on your own behalf. However, we do not guarantee that we will be able to ensure that you obtain control of any cryptoassets created by the network split or acquired under airdrop. You will be informed of the details of the process in connection with the network split. We are under no obligation to provide any consideration or compensation in connection with the network split.

## 19. Final provisions

- 19.1 Opening hours and availability. The website operates 24 hours a day, 7 days a week on a best effort basis with no guarantee of availability. The Platform, Website or user account may not be available around the clock, particularly with respect to necessary hardware and software maintenance and events beyond our control.
- 19.2 Electronic communication. All communication regarding this contractual relationship will be made electronically either by electronic mail using the electronic mail address you provide when registering for a user account or directly through the Platform's communication tools. You agree to use and review the Platform's communication tools regularly.
- 19.3 Set-off only with our consent. You may only set off any of your claims against our claims if we give our prior written consent.
- 19.4 Prohibition on assignment of claims. You may assign any of your claims relating to obligations arising from your use of the Platform, the Website or the provision of the Services to a third party only if we have given our prior written consent.
- 19.5 Applicable law and dispute resolution bodies. The contract and all related rights and obligations of the parties shall be governed by the laws of the Czech Republic. If any of these legal relations contain an international element, the parties expressly agree that the law of the Czech Republic shall govern this relationship.
- 19.6 Dispute Resolution. Disputes arising out of or in connection with this contractual relationship shall preferably be resolved amicably, in particular by negotiation between the parties. To this end, you undertake to use the complaint resolution procedure in accordance with Art. 9. Only if no amicable settlement can reasonably be expected will the dispute be finally settled before our general court, in accordance with the laws of the Czech Republic.
- 19.7 Out-of-court dispute resolution. The Czech Trade Inspection Authority, with its registered office at Štěpánská 796/44, 110 00 Prague 1, ID No.: 000 20 869, website: <https://www.coi.cz/informace-o-adr/>, is also competent for out-of-court settlement of consumer disputes. If you are a consumer, you can also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/> for online contracts.

- 19.8 Language version. These General Terms and Conditions are written in the Czech and English versions, and in the event of any conflict between these versions, the version written in the Czech language shall prevail. Any translations into other languages are for informational and non-binding purposes only.
- 19.9 Separability. If individual provisions of these General Terms and Conditions become invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of their other provisions shall not be affected.

**These General Terms and Conditions are effective from 1.3.2024**

## **Annex No. 1 to the General Terms and Conditions**

### **Sample withdrawal form**

(fill in this form and send it back only if you want to withdraw from the future contract)

Addressee: Coingarage s.r.o., with registered office at Revoluční 1082/8, Nové Město, 110 00 Prague 1, ID: 11667974, e-mail: support@coingarage.io

I/We hereby notify (\*) that I/We hereby withdraw (\*) from the contract for the provision of these services:

The date of registration (i.e. the date the contract was concluded):

Name and surname of the consumer(s):

Address of the consumer(s):

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

Date:

(\*) Delete where not applicable or fill in the details.