

# General Terms and Conditions for the use of WEXO Point of sales

Version 11/2023

## 1. CONTRACTING PARTIES

**1.1.** This Contract is concluded between the company updn one, s.r.o., ID No.: 51 051 435, with registered office: Na Strži 1702/65, 140 00 Prague, Czech Republic, a company registered in the Commercial Register of the Municipal Court Bratislava III, Section Po, Insert No. 4211/B, (hereinafter referred to as "**UPDN**") and the Merchant.

**1.2.** A trader is a legal entity or a natural person entrepreneur who uses WEXO Point of sales.

(CD and Merchant each hereinafter referred to as a "**Party**" and collectively as the "**Parties**")

## 2. EFFECTIVENESS AND TERMINATION

**2.1.** These General Terms and Conditions shall become effective as between the Parties upon the Merchant's registration as a WEXO Point of Sales user or the Merchant's delivery of a WEXO Point of Sales order to UPDN, whichever is earlier (the "**Effective Date**").

## 3. DEFINITIONS

**3.1.** Capitalized terms in this Agreement shall have the meanings set forth below or as expressly set forth elsewhere in these GTC:

a) Wexo Point of sales is a software designed to generate a QR code to accept payment and to accept payment by the Merchant (hereinafter referred to as "**WPOS**")

b) Accessories means hardware or other accessories to WPOS, the definition of which is set out on the UPDN website and/or on the commercial CRYPTON DIGITAL, SE, company registration number: 51 051 435, with registered office at Staré Grunty 18, 841 04 Bratislava, Slovak Republic (hereinafter referred to as "CD").

d) The Contract is the set of all the following documents between the Merchant and UPDN: , these GTC and the Price List and is created by the activation of WPOS by the Merchant;

e) Working Day means every working day from Monday to Friday (inclusive), excluding public holidays and public holidays established by law regulations in the Slovak Republic;

f) Confidential Information has the meaning set forth in Section 13.1;

g) Effective Date has the meaning set forth in Section 2.1;

h) Call Centre means a specific telephone number at which UPDN or CD provides an assistance service, if such a service is in place;

i) The GTC are these general terms and conditions applicable to the use of WPOS;

j) A trader is a natural person, entrepreneur or legal entity that has established a

business crypto account and activates WPOS , whereby the right to activate WPOS arises only if the trader has an active WEXO CRYPTO PARTNER program;

- k) Business location means the establishment or other business location of the Merchant in which the WPOS is located or for which the WPOS has been ordered;
- r) The Usage Period is the period of time during which UPDN provides the Equipment to the Merchant in accordance with the WPOS Usage Option;
- s) Software shall have the meaning set forth in Article 8.1;
- t) Warranty Period has the meaning set forth in Section 5.4.
- u) Contractual penalty has the meaning set out in the relevant Article. It is a penalty for breach of an obligation under the Contract by one of the Parties.

## 4. CONTENTS OF THE CONTRACT

**4.1** UPDN is provided to the Merchant by WPOS, subject to the terms and conditions set out in these T&C.

**4.2** WPOS is provided for the sole purpose of using it to conduct transactions - accepting cryptocurrency payments.

## 5. USING WPOS

**5.1** Use of WPOS: The Merchant is entitled to use WPOS from UPDN in accordance with these General Terms and Conditions.

**5.4** Use Period: the Merchant is entitled to use the WPOS during the period of use of the WEXO CRYPTO PROGRAM (hereinafter referred to as the "**Rental Period**"), which runs from the date of installation and operation of the WPOS on the Merchant's device.

**5.5** Merchant shall report all failures to the WPOS Call Center or to the following email address: support@wexopay.com. UPDN will attempt to resolve the causes of the WPOS failure and restore WPOS operation via remote access.

**5.6** Installation: the installation of the Device is carried out by the Merchant itself (self-installation) based on the installation instructions received from UPDN or the CD. All WPOS must have an internet connection. The Merchant shall ensure an uninterrupted supply of electricity and telecommunication/internet connection and meet other technical requirements to ensure the installation and operation of the WPOS.

**5.7** Operation: Merchant shall (i) ensure that the WPOS is operated and used solely for the purposes set forth in the Agreement by Qualified Persons in accordance with the Operations Manual and; (ii) not permit or allow any change or modification to the WPOS without the prior approval of UPDN; (iii) shall permit UPDN or its representatives to enter the Merchant's premises during normal business hours or at other times for the purpose of inspecting, testing, or repairing or modifying the WPOS; (iv) shall maintain the WPOS connected to the Internet or telecommunications networks as required by UPDN.

## 6. SOFTWARE

**6.1** WPOS is provided as a virtual terminal for accepting cryptocurrency payments and is part of the WEXO Business application (the "**Software**"), which operates properly

in the Android and iOS environment.. For the term of this Agreement, UPDN grants Merchant a non-exclusive, non-transferable, limited license to use the Software for the purpose of using WPOS.

**6.2** During the term of the Agreement, UPDN shall be entitled, at its sole discretion, to maintain, update, modify, alter, replace or replace any part of the Software and shall bear all costs relating to such modification, alteration, replacement or replacement. Merchant shall maintain WPOS connected (online) for maintenance and remote downloading of the Software and shall perform such other acts as may be required by UPDN in connection with the foregoing.

**6.3** Merchant shall not access, copy, modify, alter, modify, decompile (extract source code), translate, disassemble, or otherwise discover by any means any portion of the Software or remove (disassemble), delete, block, update, modify, or otherwise alter or disable the Software in WPOS. Merchant shall not permit third parties to access, copy, modify, alter, decompile (extract source code), translate, disassemble, or otherwise discover by any means any portion of the Software or remove (disassemble), delete, block, update, modify, or otherwise alter or disable the Software in WPOS.

## **7. THIRD PARTY DEPENDENCY**

**7.1** Merchant acknowledges that the Device may not be compatible with Merchant's or any third party's systems, including, but not limited to, any electronic cash register systems, and UPDN is under no obligation to ensure WPOS compatibility with Merchant's or any third party's systems.

**7.2** CD's obligations to provide WPOS and to perform its obligations under this Agreement are expressly conditioned upon the timely performance by Merchant and any third party engaged by Merchant of its respective duties and obligations, including, but not limited to, the supply of power and the operation of the telecommunications line and networks necessary to operate WPOS. CD is not responsible for telecommunications networks operated by third parties or the connectivity of the Equipment to such networks.

## **8. THE TRADER'S OBLIGATIONS**

**8.1** The Merchant undertakes to keep the WEXO CRYPTO PROGRAM or WEXO Business active during the entire period of use of WPOS.

## **9. ACCOUNTABILITY**

**9.1** Unless otherwise specified in the Contract or in these GTC, in the event of a breach of individual contractual obligations of the Parties, the aggrieved Party shall have the right to compensation for damages incurred in connection with the breach of the other Party's contractual obligation in accordance with the provisions of Sections 373 et seq. of Act No. 513/1991 Coll. of the Commercial Code, as amended, unless the breaching Party proves that the breach of the obligations was caused by circumstances precluding liability within the meaning of the relevant provisions of the Commercial Code.

## **10. DURATION OF THE CONTRACT**

**10.1** The Facilities Lease Agreement shall commence on the Effective Date and shall be for an indefinite term for the duration of the Lease Term until the Agreement is terminated by one of the methods set forth in this Agreement.

**10.2** The Contract may be terminated by written agreement of the Parties, by termination of the Contract by one of the Parties or by withdrawal from the Contract in accordance with the following paragraphs.

**10.3** Either Party may terminate this Agreement by written notice without assigning any reason, with a notice period of one (1) month commencing on the first (1st) day of the calendar month following the month in which the written notice is delivered to the other Party. The Parties agree that termination of the Contract by notice by either Party pursuant to this clause may occur at the earliest upon expiration of the term of the Contract (this shall also apply in the case of renewal of the Contract). If written notice of termination by one of the Parties is received by the other Party earlier than one (1) month before the expiry of the term of the Contract, the length of the notice period shall be extended so that it expires at the same time as the expiry of the term of the Contract.

**10.4** UPDN may terminate this Agreement in writing for any of the following reasons:

- a) if the Merchant does not have WEXO CRYPTO PROGRAM, or WEXO Business,
- b) in case of making or attempting to make a fraudulent payment or other unauthorized transaction by the Merchant (including transactions against third parties), non-compliance with the established authorization limits or deliberate alteration of accounting documents or reasonable suspicion of such action.
- c) Repeated justified complaints and complaints from the Merchant's customers about deficiencies related to the use of WPOS at the Merchant.
- d) if in relation to the Merchant there is a petition for bankruptcy of the Merchant's property, a petition for authorisation of restructuring of the Merchant, the Merchant's entry into liquidation or a substantial deterioration of the Merchant's property conditions, which, in the opinion of CD, may have a significant impact on the Merchant's ability to properly fulfil its obligations under the Contract;
- f) if the Merchant materially breaches any provision of the Contract,
- g) if the Trader is listed on any official sanction list.

**10.5** The Merchant shall be entitled to withdraw from this Agreement in writing for any of the following reasons:

- a) if in relation to UPDN or CD there is a petition for bankruptcy of the assets of UPDN or CD, a petition for authorisation of restructuring of UPDN or CD, UPDN or CD enters into liquidation or there is a substantial deterioration of the financial situation of UPDN or CD which, in the opinion of the Merchant, may have a material impact on the ability of UPDN or CD to properly perform its obligations under the Contract;
- b) if UPDN materially breaches any provision of the Agreement and fails to cure such breach within 30 Business Days following written notice of UPDN's breach.

**10.6** In the event of termination of the Contract by withdrawal from the Contract in accordance with these GTC, the Contract shall terminate on the date of delivery of

written notice of withdrawal from the Contract by the withdrawing Party to the other Party.

## **11. MILK**

### **11.1 Confidential Information is:**

- a) any data or information that is commercially and competitively sensitive data and is not publicly available and known, including, but not limited to, product information, plans, marketing strategies, finances, operations, customer relationships, customer profiles, estimated sales, business plans, and past, present and future business results of CD or Merchant, their affiliates, customers, clients and suppliers;
- b) any scientific or technical information, design, process, procedure, formula or improvement which is of commercial value and is confidential and the confidentiality of which gives UPDN or Merchant or any of their Affiliates a competitive advantage over their competitors;
- c) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flowcharts, databases, inventions, information, know how and trade secrets, whether or not patentable or copyrightable.

### **11.2 Except by permission upon prior written notice to the other party, each party shall:**

- a) restrict access by its employees or employees of its Affiliates to Confidential Information received by it to those who need to know in connection with the performance of their rights and obligations under the Contract;
- b) instruct its employees who have access to the Confidential Information as to the confidential nature of the Confidential Information and the obligation of confidentiality under this Agreement;
- c) provide protection for Confidential Information at least equal to the level of protection it provides for its own information and materials similar to Confidential Information;
- d) will not disclose or make available to any third party any Confidential Information received by it;

### **11.3 The confidentiality obligations and restrictions do not apply to any Confidential Information that:**

- a) were publicly available prior to the execution of this Agreement or subsequently became publicly available through no fault of the recipient of the Confidential Information;
- b) have been lawfully obtained by the recipient from a third party without an obligation of confidentiality in relation to such third party;
- c) already lawfully available to the party prior to service, directly or indirectly, from a third party;
- d) must be disclosed in a judicial or administrative proceeding, or by order of a governmental authority, or must be disclosed by law, in either case, if possible, the party concerned shall notify the other party of the obligation to disclose and allow the other party to make reasonable efforts, at its own expense, to avoid disclosure;
- e) are subsequently and independently created by employees, consultants or the recipient's representatives without regard to the Confidential Information provided pursuant to this Agreement; or

f) are disclosed by the recipient with the prior written consent of the other party.

## **12. VARIOUS PROVISIONS**

**12.1** This Contract and all relations related thereto shall be governed by the relevant provisions of Act No. 513/1991 Coll., the Commercial Code, as amended.

**12.2** The express provisions of the WPOS Application shall prevail over the provisions of the GTC with which they conflict.

**12.3** This Agreement supersedes all prior or contemporaneous understandings and agreements between the parties with respect to the subject matter hereof and is the entire agreement with respect to the subject matter hereof.

**12.4** If any court determines that any provision of this Agreement is invalid or unenforceable, such provision shall be replaced by such valid and enforceable provision that reflects the intent of the parties and the meaning of the original provision.

**12.5** UPDN shall be entitled to unilaterally amend these GTC, the Fee Schedule or the Contract at any time by giving written notice (including email) of the relevant amendments to these GTC or the Contract to the Merchant. Changes to these GTC or the Contract shall become effective upon the expiry of a period of 2 months following the notification of the changes to the Merchant, unless the Merchant objects to the changes within the said 2-month period following the notification. In the event that the Merchant objects to changes to the GTC or the Contract notified to UPDN, UPDN shall have the right to terminate the Contract by giving the Merchant one (1) week's written notice. The General Terms and Conditions or other customary terms and conditions of purchase or provision of services of the Merchant shall not apply and are expressly excluded.

GTC comes into force from 01.11.2023

Branko Baník  
managing  
director

.updn one s.r.o.

Responsible  
person:  
Martin Kuchár