

TERMS AND CONDITIONS OF WEXOPAY CRYPTOCURRENCY SERVICES

1. Basic Provisions

- 1.1. Scope. These terms and conditions govern the relationship between you, as the user, and the Company, as the operator of the website, in cases when you buy, sell, manage, receive or send cryptocurrencies through the website.
- 1.2. Definition. Words that are not defined directly in this document and begin with a capital letter have the meaning defined in the [General Business Terms and Conditions](#).
- 1.3. Precedence of Terms and Conditions. In case of any conflict between these terms and conditions and the General Business Terms and Conditions, these terms and conditions shall prevail.

2. Danger and Risks connected with Cryptocurrencies

- 2.1. High General Risks. The user acknowledges and understands that any conduct or provision of services related to cryptocurrencies is high risk due to their experimental nature and unpredictable economic and regulatory development.
- 2.2. Decentralized Systems. Cryptocurrencies are formed by autonomous and essentially unregulated global computer networks. Due to the absence of central authorities, transactions with cryptocurrencies are practically irreversible and errors or thefts of cryptocurrencies are usually irreparable. The value of cryptocurrencies depends on trust in these peer-to-peer (P2P) networks and their cryptographic security. The development of human knowledge and development in the field of software and hardware can affect the trust in this network as well as the value of the cryptocurrencies thus formed.
- 2.3. High Volatility. Cryptocurrencies are highly volatile. Cryptocurrency rates can fluctuate sharply in tens or even more percentages over the course of a few hours against common (fiat) currencies.
- 2.4. Absence of Sectoral Legal Regulation. The Committer shall be aware of the fact that according to the current interpretation of public authorities, cryptocurrencies are not electronic money or other funds in terms of the Section 2 (c) of the Act No. 370/2017 Coll. on Payments System, as amended, and also that according to the Czech National Bank, cryptocurrencies are generally not regulated as transferable securities or as other investment instruments in terms of the Section 2e of the Act No. 256/2004 Coll. on Capital Market Business, as amended.
- 2.5. Absence of Sectoral Supervision. The provision of services related to cryptocurrencies (including services under this Contract) is not subject to the supervision of the Czech National Bank and is not regulated by public authorities in any other special way, except for exceptions (especially measures against money laundering and terrorist financing). In regard to the abovementioned,

the services provided under this Contract are not considered as investment services within the meaning of the said Act on the Capital Market Business.

- 2.6. Risks associated with hacker attacks and other outages. The user acknowledges that cryptocurrency stock-exchanges and other entities providing cryptocurrency services, including the Company, are not fully regulated financial market entities, the cryptocurrencies held by them are not insured and in case of a hacker attack on these entities or the user's account, or in case of service failure for any other reason or in case of a hacker attack against the cryptocurrency network itself, the user may irreversibly lose all managed resources without compensation at any time.
- 2.7. Unpredictable Development. The user is aware that the above-mentioned assessment and view by public authorities may change in the future.
- 2.8. Exclusion of Liability. With respect to the above-mentioned risks, the Company cannot and is not responsible for any development related to cryptocurrencies, including a possibility of total loss of their value, prohibition by the Czech Republic or other nation states (e.g. a state where the Company or the Company's subcontractors are located) up to their complete loss or extinction.
- 2.9. The user shall assume all risks. By concluding the Contract, the user accepts all risks associated with cryptocurrencies.

3. Purchase and Sale of Cryptocurrencies

- 3.1. Order. By filling in and confirming the order form, the user enters into a brokerage contract with the Company on purchase or sale of cryptocurrency, which the Company undertakes to mediate the purchase or sale of cryptocurrency for the user for the current exchange rate within twentyfour (24) hours after receiving the funds.
- 3.2. Exchange rates. Our exchange rate for the purchase or sale of cryptocurrencies, according to which both the indicative exchange rate and the current exchange rate are determined, shall be variable and as such it is constantly changing with regard to the situation on the cryptocurrency market. The exchange rate set by us includes all fees for arranging the exchange, while no other fees shall be charged for this Service. We always display current exchange rates on the website.
- 3.3. Informative Exchange Rate. When filling out the order, the user is shown the informative amount of the cryptocurrency purchased, or the informative yield from sale of the cryptocurrency, both according to our current exchange rates.
- 3.4. Current Exchange Rate. The cryptocurrency transaction is executed according to our current exchange rate within twenty-four (24) hours after receiving the funds or cryptocurrency.
- 3.5. Cancel of the Order. An order to buy or sell a cryptocurrency cannot be revoked by the user without a consent of the Company.

3.6. Rejection of the Order. It may happen that the Company rejects the user's order to buy or sell the cryptocurrency. In such a case, the Company shall not be liable for any possible losses which the user may suffer as a result. The Company may reject the user's order if:

- a) a sufficient amount of the required cryptocurrency is not available on the market;
- b) some of the partner stock-exchanges are not available;
- c) the Company has a reason to believe that the purpose of the order is illegal; or
- d) the Company has a reason to believe that compliance with the order could adversely affect the Company's reputation.

3.7. Fulfilment of the Contract. The Company shall fulfil the Contract by crediting the financial amount in the cryptocurrency, or in the legal (fiat) currency, specified in the instruction, to the user account.

4. Cryptocurrency Custody and Transfers

4.1. Virtual Account. All cryptocurrencies that the Company keeps for users are recorded by the Company in the virtual accounts of individual users. The cryptocurrency is stored directly by the Company in accordance with the law, however, it does so on behalf of the user and the user has a legal right to the cryptocurrency.

4.2. Shared Wallet. The cryptocurrency which the Company stores for individual users is stored in the shared cryptocurrency wallets, where the cryptocurrencies of other users are also stored. These cryptocurrency wallets have been created and are secured directly by the Company or by a third-party providing cryptocurrency storage services to the Company.

4.3. Private Keys. The user does not have his own private keys to the cryptocurrency until he transfers the cryptocurrency from the Company to the cryptocurrency addresses managed through his own cryptocurrency wallet outside the website. The user can see the current cryptocurrency balance at any time via the Company's website.

4.4. Fork. The rules of a particular cryptocurrency can be changed in the form of changes in the cryptocurrency protocol, which are referred to as fork. Fork can significantly change the properties, functions, value or name and other properties of the cryptocurrency. The cryptocurrency network may be permanently split during fork. For such cases, the Company reserves a right, in its sole discretion, to proceed as follows: to support both newly created cryptocurrencies, keep the user's balance in one of the two cryptocurrencies formed and / or withdraw support for both new cryptocurrencies. The Company is entitled to keep the balance from cryptocurrencies that are no longer supported.

4.5. Transfers. On the website, the user can transfer (select) his cryptocurrency to his own or to another cryptocurrency wallet, which are kept completely independent of the Company.

4.6. Irreversibility of the Transfer. The user is aware that cryptocurrency transactions are virtually irreversible and any error in the cryptocurrency address can lead to the irreversible loss of cryptocurrency.

5. **Trezoring Service**

5.1. Description of the Service As part of the Trezoring service, the user can lock some or all of the cryptocurrencies stored freely on the virtual account and achieve their appreciation through locking. The user can lock only those cryptocurrencies that are currently supported by the Company within the Trezoring Service.

5.2. Locking Time The user shall always lock the cryptocurrency for a predetermined time. The user is not entitled to select or otherwise handle the locked part of the cryptocurrency during the entire period of the cryptocurrency locking.

5.3. Interest. The company undertakes to pay the user a fixed interest rate in advance. The interest rates are set on the Trezoring Service website and vary in relation to individual cryptocurrencies and the chosen time of cryptocurrency locking. Interest is determined in a locked cryptocurrency and is paid in this cryptocurrency to the user's virtual account.

5.4. Subject to Change. The user acknowledges that the Company may change the amount of interest at any time in the future, as well as the range of supported cryptocurrencies, or cancel the Trezoring Service completely. However, these changes shall not affect funds already locked at that time for the period of locking.

5.5. Method of Cryptocurrency Use. The user hereby authorizes the Company to use locked cryptocurrencies in its own business and at its own discretion, including loans and other forms of providing the cryptocurrencies to third parties. The amount of interest and the return of the cryptocurrency shall not depend on the risks associated with use of the cryptocurrency.

6. **Withdrawal from the Contract**

Impossibility to Withdraw without a Reason. The user, who is a consumer in sense of the Civil Code, acknowledges that it is not possible to withdraw from the Contract without giving legal reasons, even within the statutory fourteen (14) day period, because in terms of the Section 1837 (b) of the Civil Code the cryptocurrency is goods, the price of which depends on fluctuations in the financial market independently of the will of the entrepreneur and which may occur during the period for withdrawal from the Contract.

7. **Tax Obligations**

Obligation of the User. The user is aware that income from the purchase, sale and exchange of cryptocurrencies shall be subject to income tax. Likewise, any other income or remuneration paid

in connection with provision of the Services to the user, such as interest paid as part of the Trezoring Service, shall be subject to income tax. The Company is not responsible for the user's tax liabilities, even they are related to the Services provided. The user shall tax all income that the user achieves on the basis of the Contract according to the applicable legislation.

These Terms and Conditions shall be effective as from 25 January 2021.