

GENERAL TERMS AND CONDITIONS

1 INITIAL PROVISIONS

- 1.1** **FINCITY TRX s.r.o.**, having its registered office at Miletičova 21, Bratislava - mestská časť Ružinov, Post Code: 821 08, Identification No: 52 349 594, Tax ID: 2121038535, VAT ID: SK2121038535, registered in the Register of Companies of Bratislava I District Court, Section: Sro, File No: 137536/B (hereinafter referred to as “**Broker**” or “**Controller**” or “**Operator**”) is a company engaging in, in addition to other business activities, the intermediation of the buying and selling of BTC, LTC, ETH, XRP and other digital representations of value (hereinafter also referred to individually as “**Cryptocurrency**” and collectively as “**Cryptocurrencies**”) through its website www.crypshark.com (hereinafter referred to as “**Website**”).
- 1.2** At present, no Digital Currency is a legal tender of the Slovak Republic. Also, a Digital Currency is not regulated by any specific law or by the laws governing payment services (including without limitation the Act No 510/2002 on the payment system and on amendments to certain laws, as amended).
V At present, Digital Currency trading is not subject to any licensing, regulation or supervision by the National Bank of Slovakia.
- 1.3** In accordance with the provision of Article 273 (1) of the Commercial Code Act No 513/1991, as amended (hereinafter referred to as “**Commercial Code**”), these General Terms and Conditions (hereinafter referred to as “**GTC**”) shall regulate the mutual rights and obligations of parties which will arise from and/or in connection with a contract for Cryptocurrency trading (hereinafter referred to as “**Contract**”) to be made between the Operator and the client (hereinafter referred to as “**Client**”).
- 1.4** These GTC shall be deemed incorporated in the Contract by reference and shall be binding upon both the Operator and the Client for the duration of the Contract, until the full and complete settlement of all obligations and claims between the Operator and the Client.
- 1.5** As a general rule, these GTC shall also apply to cases where the party ordering or receiving the Operator’s services is a natural person acting for the purposes of its business, or a legal entity.
In such cases, however, the application of certain provisions of GTC shall be excluded by virtue of law or of their nature.
- 1.6** These GTC shall also govern the provision of a special electronic wallet service (hereinafter referred to as “**CRYPHARK**”) by the Broker for the purposes of buying services offered by the Broker on its Website.

2 DEFINITIONS

- 2.1** For the purposes of these GTC and the contractual relationship between the Operator and the Client, the following terms shall have the meanings ascribed thereto herein below, unless these GTC or the Contract between the Operator and the Client provide otherwise:
- a) **GTC** shall mean these General Terms and Conditions governing the rights and obligations of the Operator and the Client in connection with Cryptocurrency trading;
 - b) **Operator** or **Controller** or **Broker** shall mean **FINCITY TRX s.r.o.**, having its registered office at Miletičova 21, Bratislava - mestská časť Ružinov, Post Code: 821 08, Identification No: 52 349 594, Tax ID: 2121038535, VAT ID: SK2121038535, registered in the Register of Companies of Bratislava I District Court, Section: Sro, File No: 137536/B;
 - c) **Customer** or **Client** shall mean (i) a natural person who has reached the age of 18 and has the full legal capacity, or (ii) a business natural person (self-employed person), or (iii) a legal entity, who/which visits the Website or orders and/or receives any service provided by the Operator through the Website;
 - d) **Cryptocurrency** or **Digital Currency** shall mean an electronically stored unit, whether or not having an issuer, which does not constitute a means of payment within the meaning of the Act No 510/2002 on the payment system and on amendments to certain laws, but is accepted for payment for goods or services by a person other than the issuer; for the purposes of these GTC, Digital Currency shall be understood as including, without limitation, Bitcoin, Litecoin or Ethereum;
 - e) **Transaction** shall mean buying and/or selling a Digital Currency under the Contract;
 - f) **Party** shall mean the Operator or the Client individually; **Parties** shall mean the Operator and the Client collectively;
 - g) **Contract** shall mean a Contract for buying or selling a Digital Currency at the Operator’s current rate, made between the Parties through the Website, by which one Party undertakes to deliver the Digital Currency being bought or sold to the other Party, and such other Party undertakes to accept the Digital Currency and pay the purchase price thereof to the first Party. The Contract conclusion process shall be completed upon delivery of the Operator’s confirmation of order acceptance and receipt of consideration from the Client.
 - h) **Website** shall mean any website operated by the Operator under the www.crypshark.com domain, which has the nature of a copyrighted work and the property rights in which are exercised by the Operator; the Website contents must not be stored, processed, modified,

reproduced or distributed, or be subject to the exercise of any property rights, unless the Operator grants its prior written approval therefore;

- i) **Civil Code** shall mean the Civil Code Act No 40/1964, as amended;
- j) **Commercial Code** shall mean the Commercial Code Act No 513/1991, as amended;
- k) **AMLA** shall mean the Act No 297/2008 on the prevention of the legalisation of proceeds of crime and the financing of terrorism, and on amendments to certain laws, as amended;
- l) **GDPR** shall mean the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), which is effective from 25 May 2018;
- m) **Personal Data Protection Act** shall mean the Act No 18/2018 on personal data protection, as amended;
- n) **Office** shall mean the National Financial Police Unit of National Criminal Agency (NAKA), having its principal office at Pribinova 2, 812 72 Bratislava.

3 BASIC TERMS AND CONDITIONS OF THE PROVISION OF CRYPTOCURRENCY BUYING AND SELLING SERVICES (INCLUSIVE OF THE CRYPTSHARK SERVICE)

CUSTOMER

- 3.1** For the purposes of **buying and selling** Cryptocurrency, Customer shall mean a person registered in the Broker's CRYPSHARK system (hereinafter referred to as "**Registered Customer**"). For the purposes of **buying** Cryptocurrency, the Customer may also be a person not registered in the Broker's CRYPSHARK system and having their own electronic wallet if such person meets the conditions determined by the Broker for the buying and selling of a Cryptocurrency (hereinafter referred to as "**Non-registered Customer**").
- 3.2** Before using CRYPSHARK services, the Customer must send a completed registration form to the Website, in which the Customer shall provide true identification details including the Customer's **name and surname, contact e-mail address and telephone number**. The Broker shall register the Customer and send registration confirmation to the Customer's contact e-mail address and establish the Customer's client account with unique login data. The Customer shall have the right to make the full use of the CRYPSHARK services (corresponding to the particular verification level within the meaning of Article 3.4 of these GTC) only after the confirmation of registration by the Broker.
- 3.3** For the Customer to be able to buy a Cryptocurrency for a financial currency and to receive a valid order confirmation, the Customer must hold a sufficient "credit" in their client account (hereinafter referred to as "**Credit**"). The Credit shall amount to the deposited financial currency at the rate of 1:1. The Customer may make the deposit to obtain the Credit by means of a SEPA transfer to the Broker's account specified in the order, or using a "payment gate" financial service the website of which shall be automatically generated for the Customer upon binding order confirmation. The Credit shall be deposited in an "EURO wallet" or a "CZK wallet".

CUSTOMER VERIFICATION LEVELS AND CORRESPONDING AUTHORISATIONS OF THE CUSTOMER

- 3.4** The Customer shall obtain one of the following verification levels:
 - a) **Verification level 1 (one)** if the Customer is a Non-registered Customer or a Registered Customer and the Customer's payment details (name, surname or registered name, residential address or registered address, e-mail address and telephone number) have been verified; such Customer shall then be able to buy/sell Cryptocurrencies in a total amount up to EUR 15,000, irrespective of the number of Transactions;
 - b) **Verification level 2 (two)** if the value of the Transaction(s) exceeds EUR 15,000. Transactions exceeding EUR 15,000 may be executed exclusively by a Registered Customer that has been successfully identified in accordance with AMLA and Article 10 of these GTC. The Customer shall wait for the completion of the identification, verification and approval by the Broker and only then the Customer shall be able to buy/sell Cryptocurrencies without limitations.
- 3.5** When using the Website, the Customer must comply with generally applicable laws and these GTC and respect the rights of the Broker and of third parties. The Customer specifically agrees to refrain from:
 - a) Using the Website in any manner that could be detrimental to the Broker and to other Customers and/or third parties;
 - b) Altering the contents of or otherwise interfering with the Website or jeopardising and/or disturbing its operation;
 - c) Using any software or hardware or other mechanisms and techniques able to adversely affect the operation of the Website;
 - d) Unlawfully obtain any personal data of other Customers or any information constituting the Broker's trade secret within the meaning of the Commercial Code; or
 - e) Using any unsecured e-mail or make their client account access password available to any third parties.

- 3.6 The Customer shall be responsible for any harm or damage due to the Customer's act or omission contrary to accepted principles of morality, generally applicable laws, these GTC and/or the Contract.

BROKER

- 3.7 Contact details of the Broker:

Address:

FINCITY TRX s.r.o.

Miletičova 21

Bratislava - mestská časť Ružinov

Post Code: 821 08

E-mail contact address:

office@crypshark.com

- 3.8 The Broker's scope of business is published at www.orsr.sk:
- Purchase of goods for resale to end consumers (retail trading) or to other traders (wholesale trading)
 - Trade, service and manufacture intermediation activities
 - Computing services and computerised data processing related services
 - Business, organisational and economic advising
 - Manufacture of computer, electronic and optical products
 - Manufacture of electrical devices and electrical parts
 - Publishing, printing and bookbinding
 - Advertising and marketing services, market research and public opinion surveys
 - Out-of-school education activities
- 3.9 The Broker's business is subject to supervision by the Slovak Trade Inspection authority having its registered address and principal office at P. O. BOX 29, Bajkalská 21/A, 827 99 Bratislava.
- 3.10 Should the Broker withdraw from a Contract concerning a CRYPSHARK product, the Broker shall return the purchase price of the Cryptocurrency, or the relevant part thereof, to the Customer's bank account notified by the Customer to the Broker for that purpose.
- 3.11 The Broker shall issue the invoice for the CRYPSHARK service without undue delay following the execution of the Transaction through CRYPSHARK; such invoice shall include the Customer's details provided by the Customer in the process of registration for the Website.
- 3.12 The Broker agrees to ensure the highest possible operational quality of the CRYPSHARK service. The Broker reserves the right to limit the use of the CRYPSHARK service in exceptional cases.
- 3.13 The CRYPSHARK disclaims all liability for any unauthorised use of the Credit due to insufficient protection and security of the Customer's access data for the TRX EXCHANGE service, unless the cause of such situation is directly attributable to the Broker.

CRYPSHARK

- 3.14 CRYPSHARK is a service allowing Customers to buy and/or sell Cryptocurrencies via their client accounts using the Website operated by the Broker.
- 3.15 In CRYPSHARK, a Customer may buy and/or sell Cryptocurrencies via their client account (refer to Article 4 of these GTC) and use other CRYPSHARK services of their choice, taking regard of the facts and risks referred to in Article 6 of these GTC.
- 3.16 To be able to successfully buy a Cryptocurrency for a financial currency, the Customer must have a corresponding Credit amount in their client account.
- 3.17 The Customer shall not pay any handling fees in connection with their use of the CRYPSHARK service, save third parties' transaction fees payable according to the third parties' current price lists for wire transfers to "recharge" the Customer's Credit.
- 3.18 The Broker shall provide an overview of the CRYPSHARK service to the Customer within the framework of the Customer registration for the Website.
- 3.19 Upon detection of any discrepancy, the Customer must lodge a complaint without undue delay and support the claim by appropriate data and documents.
- 3.20 If the Customer withdraws from a Contract for buying/selling Cryptocurrencies and closes their client account, the Broker shall transfer any remaining Credit balance to the Customer's bank account notified by the Customer to the Broker for that purpose.

INTERMEDIATION

- 3.21 **Partner Programme** is a system of recommending/bringing new clients to the Broker's Website by the Customer (hereinafter referred to as "**Partner Programme**"). By such recommending/bringing a new client to the Broker's Website, the Customer becomes the Broker's partner (hereinafter referred to as "**Partner**"). The Partner shall receive a fee, in form of a Credit, for any such new client that makes an order (hereinafter referred to as "**Fee**"), which Fee shall be convertible to a financial currency

at a rate of 1:1, or to a Cryptocurrency. The amount of the Partner's Fee shall amount to 0.25% of the Broker's profit on every Transaction effected by the new client acquired by the Partner.

3.22 The Partner shall have the exclusive liability for the taxation of any income the Partner receives under the Partner Programme in accordance with applicable legislation.

4 BUYING AND SELLING CRYPTOCURRENCIES

4.1 To buy Cryptocurrencies, the Customer shall complete a standardised order form generated on the Broker's Website and indicate the method of payment in the form. Upon conforming the order, the Customer shall be automatically redirected to a secured "payment gate" website to make the payment for the services ordered by the Customer.

4.2 When the Customer fulfils their obligation and pays the price of the order, the Broker shall transfer the Cryptocurrency amount corresponding to the purchase price paid by the Customer to the electronic wallet designated by the Customer (which must be established by the Customer before proceeding to the Transaction), or store the Cryptocurrency amount in an electronic wallet maintained by the Broker, and inform the Customer of the purchased amount of the Cryptocurrency and its current value whenever the Customer so requests.

4.3 The Cryptocurrency buying service may also be used by a Customer that is not a registered CRYP SHARK user. In such case, the Customer shall be subject to the verification level limitations described in Article 3.4 hereof.

4.4 The Cryptocurrency selling service shall be available only to a Registered Customer. Upon logging in to the Customer's client account, the Customer shall confirm their intent to sell a particular type of Cryptocurrency to the Broker by indicating the relevant Cryptocurrency type and amount and the currency for which the Cryptocurrency is to be sold in the standardised form on the Broker's Website. Upon confirmation of the sale form by the Customer, the Broker shall transfer the purchase price in EUR agreed with the Customer through the sale form to the Customer's bank account indicated in the sale form.

4.5 The buying/selling of Cryptocurrencies shall be subject to payment of a charge, referred to as "Spread", by the Customer. The Spread shall be charged automatically upon each Cryptocurrency buying/selling Transaction. The Spread rate shall be determined by the Broker unilaterally and notified to the Customer prior to the effectuation of any Transaction.

5 PAYMENT FOR BUYING AND SELLING CRYPTOCURRENCIES

5.1 The Customer shall pay the purchase price of a Cryptocurrency by wire transfer. The Customer may make the payment by means of a SEPA transfer to the Broker's account specified in the order, or using a "payment gate" financial service website of which shall be automatically generated for the Customer upon the binding order confirmation.

5.2 The Customer may offer for sale to the Broker only a Cryptocurrency that is owned by the Customer and held in their electronic wallet account maintained by the Broker, which shall be identifiable through the Customer's CRYP SHARK client account. Upon confirmation of the sale form by the Customer, the Broker shall transfer the purchase price in EUR agreed with the Customer through the sale form to the Customer's bank account indicated in the sale form.

5.3 Paying the purchase price of a Digital Currency by means of wire transfer from a third party's account, or selling a Cryptocurrency held by a third party and/or in a third party's electronic wallet shall be forbidden. The Broker disclaims all liability for any damage incurred by the Customer in consequence of any breach of the above rules.

6 RISKS ASSOCIATED WITH TRANSACTIONS

6.1 The Broker disclaims all liability to the Customer for any loss due to negligence of the Customer or any third party, or to their deliberate action contrary to accepted principles of morality, applicable laws, these GTC and/or the Contract. The Broker disclaims all liability for any loss and/or damage incurred by the Customer in consequence of indicating an incorrect electronic wallet account or bank account, or of loss, theft or misuse of the Customer's e-mail, electronic wallet or bank account access password. The Broker disclaims all liability for any loss and/or damage incurred by the Customer in consequence of legislative changes, including without limitation changes in the interpretation and application of laws currently in effect, or of court decisions. Also, the Broker disclaims all liability for any loss and/or damage due to loss of availability of the Internet network or of a particular Cryptocurrency P2P network (hereinafter referred to as "**Blockchain**"), full or partial loss of functionality of the Broker's Website, illegal misuse of the Broker's Website, computer viruses, cyber-attacks or interruption of operation of the Broker's Website (e.g. for maintenance purposes), or termination of operation of the Website by the Broker.

6.2 In case effectuating a Transaction is impossible for any reason, the respective amount of the purchase price of the relevant Digital Currency (the Digital Currency transferred to the Broker's electronic wallet account) shall be returned back to the bank account/electronic wallet account from which it was transferred. The Broker disclaims all liability for any loss or damage incurred by the Customer in consequence of indicating an incorrect electronic wallet account or bank account, or of loss or misuse of the Customer's electronic wallet or bank account access password or

e-mail address. Also, the Broker disclaims all liability for any loss or damage incurred by the Customer in consequence of loss of availability of the Internet network or of Cryptocurrency P2P networks, or negligence or lack of cooperation on the part of the Customer or a third party. The Broker equally disclaims all liability for any illegal action or breach of the provisions of these GTC or of a Contract concluded through the Broker's acceptance of the Customer's order by the Customer. The Broker also disclaims all liability for any damage or loss caused to the Customer by *force majeure* or changes in applicable legislation.

- 6.3** The buying and/or selling of a Digital Currency is associated with the risk of potential loss of funds by the Customer and, accordingly, it is not suitable for everyone. Digital Currency trading entails risks related to changes in financial market that are beyond the Broker's control. The Broker hereby draws the Customer's attention to the fact that any gain derived from past Transactions does not guarantee future gains. By accepting these GTC, the Customer acknowledges their understanding of the risks associated with buying/selling a Digital Currency . The Broker advises the Customer to never buy/trade for money which the Customer cannot afford to lose.
- 6.4** The information provided on the Website is for general informational purposes only. It is not intended to serve as financial, investment or personal advice, nor has it a binding nature and, accordingly, the Customer must not exclusively rely on or refer to that information.
- 6.5** The Broker recommends that the Customer should carry out their own extensive research before undertaking any financial obligation.
- 6.6** No material published on the Website is to be interpreted as an advice. The Broker does not provide any specific or implicit recommendation to the Customer regarding any product or service offered on the Website.
- 6.7** The Broker disclaims all liability for any loss or forgone profits made by a Website visitor in reliance, whether direct or indirect, to any information contained in or associated with the Website.
- 6.8** Further, the Broker disclaims all liability for any harm or damage incurred by the Customer that is caused, in particular, by:
- a) legislative changes, including changes in the interpretation and application of laws currently in effect;
 - b) loss of availability of the Internet or of Digital Currency P2P networks;
 - c) full or partial loss of availability or functionality of the Website;
 - d) illegal misuse of the Website;
 - e) computer viruses;
 - f) cyber-attacks;
 - g) other *force majeure* events which the Broker is unable to foresee and/or control;
 - h) termination of the buying and/or selling of any or all Digital Currencies or of any other services; or
 - i) interruption (e.g. for maintenance purposes) or termination of the Website operation by the Broker.
- 6.9** By using the Broker's services, the Customer confirms their understanding and acceptance of the potential risks associated with the buying and/or selling and storage of Cryptocurrencies.

7 ORDER CANCELLATION

- 7.1** Any offers for buying/selling a Digital Currency published by the Broker on its Website shall be for informational purposes only and shall constitute a mere call for offers. Any orders of Customers shall constitute a mere proposal for entering into a Contract. The Broker reserves the right to not enter into a Contract with the Customer on the basis of an offer published by the Broker's on its Website or of an order made by the Customer.
- 7.2** The Broker shall have the right to cancel an order confirmation without giving the reason, provided that in such case any sum previously paid by the Customer for the purchase of a Cryptocurrency, or any amount of a Cryptocurrency previously confirmed for exchange for a financial currency, shall be sent back to the bank account/electronic wallet account from which the Transaction was executed by the Customer.
- 7.3** A Customer being a consumer under legislation in force shall not be allowed to withdraw from the Contract without paying a fine and giving the reason within the meaning of Article 5(5)(a) of the Act No 266/2005 on consumer protection in distance marketing of financial services and on amendments to certain laws (hereinafter referred to as "**Consumer Protection Act**"), because the subject of the Contract is delivery of a Digital Currency the price of which depends on financial market variations that are beyond the Operator's control and that may occur during the statutory withdrawal period. In such case, the fine shall amount to the value of the unrealised Transaction. A Customer not being a consumer shall not be allowed to withdraw from the Contract, because the subject of the Contract is the delivery of a Digital Currency the price of which depends on financial market variations that are beyond the Operator's control and that may occur in a short time after the entry into the Contract.

- 7.4 The foregoing shall be without prejudice to the Customer's right to withdraw from the Contract in cases where the Broker has not performed its obligations under the Contract, whether in full or in part, or performed its obligations on a terms other than agreed. The liability for any damage (including loss of profit) incurred by the Broker in consequence of cancellation of a validly confirmed order, or non-realisation of such an order for reasons attributable to the Customer, shall attach to the Customer and the Broker shall be entitled to make a claim for damages against the Customer.
- 7.5 Withdrawal from the Contract by the Customer shall become effective on the date of delivery of the written notice of withdrawal to the Broker.

8 COMPLAINTS

- 8.1 A validly confirmed Transaction cannot be complained against or cancelled except where the Customer has sent a binding order based on wrong information provided by the Broker. The burden of proof and demonstration that a loss was incurred in consequence of wrong information and in causal connection with the alleged reason of the complaint shall be upon the Customer.

9 PERSONAL DATA PROTECTION

- 9.1 The Controller shall process the user's personal data in compliance with GDPR and the Personal Data Protection Act.
- 9.2 The Customer shall provide the following data to the Controller for the purposes of concluding and performing the Contract within the meaning of Article 6(1)(b) of GDPR and Article 13(1)(b) of the Personal Data Protection Act: the Customer's personal data including their name, surname, permanent address, e-mail address and IP address; and where the Customer is a legal entity, the Customer shall provide to the Controller the Customer's registered name, registered address and Identification No, and the Customer's statutory body's personal data including: name, surname, permanent address, e-mail address and IP address. Subject to the data subject's consent, such consent to be given in accordance with Article 6(1)(a) of GDPR and Article 13(1)(a) of the Personal Data Protection Act, where the amount of the Transaction(s) exceeds EUR 15,000 within the meaning of Article 3.4 of these GTC, the Customer shall also provide to the Controller the Customer's telephone number, a photocopy of their driving licence and a photocopy of their identification card, which shall be retained by the Controller for the duration of the Contract between the Controller and the Customer. Upon termination of the Contract, such data shall be destroyed in accordance with GDPR.
- 9.3 By checking relevant checkbox prior to sending an order, the Customer shall give their consent to personal data processing for the purposes of receiving information on news, discounts and other marketing offers within the meaning of Article 6(1)(a) of GDPR and Article 13(1)(a) of the Personal Data Protection Act, and to the processing and storing of the Customer's personal data, including the Customer's title, name, surname, permanent address, e-mail address and telephone number, by the Broker. Such data are necessary for the Broker to pursue its business, including sending information on new products, discounts and special offers of goods/services.
- 9.4 By accepting these GTC, the Customer as the data subject represents and acknowledges that the Customer provides their personal data to the Controller voluntarily and gives their specific and unambiguous consent as an expression of their free and serious will.
- 9.5 Prior to granting their consent to the processing of their personal data, the Customer received from the Controller all the following information:
The Controller's identification and contact details:
FINCITY TRX s.r.o., having its registered office at Miletičova 21, Bratislava - mestská časť Ružinov, Post Code: 821 08, Identification No: 52 349 594, Tax ID: 2121038535, VAT ID: SK2121038535, registered in the Register of Companies of Bratislava I District Court, Section: Sro, File No: 137536/B E-mail address: office@crypshark.com
Purpose of personal data processing:
a) Performance of a Contract under these GTC (Article 9.2 of GTC);
b) The Controller's marketing activities (Article 9.3 of GTC).
- 9.6 The Controller shall not provide, disclose or make available Customers' personal data to other recipients.
- 9.7 The Controller hereby confirms that it shall not carry out cross-border transfers of Customers' personal data to non-EU countries. Customers' personal data shall not be processed for the purposes of automated decision-making and profiling.
- 9.8 The consent to personal data processing shall be granted for the duration of the Contract, subject to prior withdrawal by the Customer.
- 9.9 As a data subject, the Customer shall have the following rights:
a) **Right of access to their data:** The Customer shall have the right to obtain from the Controller confirmation as to whether or not personal data concerning the Customer are being processed, and where this is the case, access to the personal data and other information in accordance with Article 15 of GDPR;
b) **Right to rectification of personal data:** The Customer shall have the right to obtain from the Controller without undue delay the rectification of inaccurate personal data concerning the Customer. Taking into account the purposes of the processing, the Customer shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement;
c) **Right to erasure (so-called right to be forgotten):** The Customer shall have the right to obtain from the Controller the erasure of personal data concerning the Customer without undue delay and the Controller shall have the obligation to

erase the personal data without undue delay if any of the grounds listed in Article 17 of GDPR (e.g. the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; the Customer has withdrawn the consent to the processing of their personal data; etc.) applies;

- d) **Right to restriction of processing:** The Customer shall have the right to obtain from the Controller restriction of processing of the Customer's personal data under Article 18 of GDPR;
- e) **Right to accuracy of data:** The Customer shall have the right to the accuracy of their personal data in accordance with Article 20 of GDPR;
- f) **Right to object to processing, including profiling (if any):** The Customer shall have the right to object to the processing of personal data concerning them under Article 21 of GDPR and to profiling, if any, under Article 22 of GDPR. The Controller does not presently carry out personal data processing for the purposes of automated decision-making and profiling. The Customer's objections shall not affect any processing of personal data prior to the objecting or processing of the Customer's personal data for purposes that are not subject to the Customer's consent or that are based on a legal reason which cannot be objected to;
- g) **Right to lodge a complaint with a supervisory authority:** The Customer shall have the right to lodge, in substantiated cases, a complaint with the supervisory authority, which is the Office for Personal Data Protection of the Slovak Republic, having its principal office at Hraničná 12, 820 07 Bratislava 27;
- h) **Right to withdraw consent to processing:** The Customer shall have the right to withdraw their consent to the processing of their personal data at any time, provided that such withdrawal shall not prejudice the lawfulness of processing based on the Customer's consent prior to the withdrawal.

The Customer may exercise the right to withdraw consent at any time, including before expiry of the time for which it was granted, using any of the following ways: an e-mail sent to office@crypshark.com, or a written request sent to the Controller's registered address, i.e. to **TRX s.r.o.**, Miletičova 21, Bratislava - mestská časť Ružinov, Post Code: 821 08

The withdrawal of consent shall not affect any processing of the Customer's personal data prior to the withdrawal, or processing for purposes based on a different legal reason which is not subject to the Customer's consent.

9.10 "Cookies" are small text files which are stored in the Customer's end device or its memory. Cookies enable the recording by the Website of information about the Customer's visits, the Customer's browser settings, the Customer's preferred language and other information. The Customer's future visit may thus be faster and more customised to their interests. Without cookies, browsing the Website would be much more complicated. Cookies also enable the customisation of the Controller's offer to the Customer's individual needs and use of the Google Analytics service. The Controller uses cookies for the purposes of improving the provision of its services and promoting the services. By using the Website, the Customer grants the Controller consent to saving cookies in the Customer's device.

9.11 To prevent the saving of cookies, the Customer needs merely to enable the "private browsing" functionality of their browser before visiting the Website. In such case, however, some parts of the Website may not be displayed correctly, the viewing may be more complicated and the displayed content will not be customised to the Customer's individual needs.

10 IDENTIFICATION AND VERIFICATION OF IDENTIFICATION FOR THE PURPOSES OF AMLA

10.1 The Operator is an obliged person, as defined in Article 5(1) sub-paragraph (b)(11) and sub-paragraph (o) of AMLA, and as such, the Broker must comply with AMLA.

10.2 The Operator as an obliged person shall perform the identification of the Client and verification of identification:

- a) - in cases referred to in Article 10(2) of AMLA;
- b) - in accordance with Article 10(3) of AMLA if the value of the Customer's single Transaction or the sum of all Transactions for all accounts and e-mail addresses of the Customer is EUR 1,000 or more.

10.3 The Customer understands and acknowledges that the Operator may set specific thresholds for the various types of Transactions provided by the Operator to trigger the Client identification and verification of identification, and such thresholds may be lower than EUR 1,000.

10.4 A suspicious transaction shall be understood as a Transaction carried out in circumstances giving rise to suspicion of money laundering, or of the Transaction funds being destined for the financing of terrorism, or of the Transaction being otherwise connected with or related to the financing of terrorism, or a Transaction otherwise suggesting such suspicion. The Transaction shall be deemed suspicious whenever the Client refuses identification in accordance with AMLA.

10.5 Where the Client is a legal entity, the Operator as an obliged person shall perform the identification of the ultimate beneficial owner and take appropriate measures to verify the identification, including measures to identify the Client's ownership and management structures.

- 10.6** The identification of the Client and the ultimate beneficial owner and verification of identification shall be carried out in accordance with the provisions of Articles 7 and 8 of AMLA as follows:
- a) For a Client who is a natural person, the Operator shall register and verify the Client's identification data against the Client's identity document, if contained in the same, and register the identity document type and number and the issuing country and/or authority and the validity; as part of verification of identification under Article 8(1) (a) of AMLA, the Operator shall also check the Client's appearance against their image in the identity document. The Operator shall not be obliged to carry out the verification of Client identification, as described in the preceding sentence, if the verification has been performed by a credit institution or financial institution and the Operator has obtained the identification in accordance with Article 13 of AMLA;
 - b) For a Client which is a legal entity, the Operator shall register and verify the Client's identification data referred to in Article 7 (1)(b) of AMLA against a documentary proof of existence of the Client and carry out the identification and verification of identification to the extent of data referred to in Article 7 (1)(b) of AMLA, of physical persons acting on the Client's behalf in respect of the given Transaction; where the statutory body or a member of the same or the controlling entity of the legal entity concerned is another legal entity, the Operator shall register its identification data and carry out the identification of the ultimate beneficial owner.
- 10.7** As part of the Client identification, the Operator shall establish and register whether or not the Customer is a politically exposed person or a person subject to international sanctions enforced by the Slovak Republic pursuant to relevant laws.
- 10.8** The Broker may also carry out the identification of the Customer and verification of such identification within the basic Customer registration process by requesting the Customer to enter required identification details (including telephone number) in their profile and submit to the Operator the following documents: (i) two identity documents containing officially certified basic data of the Customer, mainly the Customer's name, surname, image, birth identification number, if any, or date of birth, nationality, and type and number of the identity document; and (ii) header of a bank statement in respect of the Customer's bank account to be used for fulfilling the Customer's financial obligations under the Contract, clearly indicating the bank account number and the Customer's identity, and the addresses of the Customer and the financial institution (in accordance with Article 13 of AMLA). The Customer shall either present the originals of the above documents for physical inspection, or send good-quality and legible full-colour copies of the same by electronic means. The Customer understands and acknowledges that the process of Client identification and verification of identification by the Operator shall include contacting the Customer by telephone in order to verify the data provided by the Customer.
- 10.9** If the Broker detects any defects in the basic registration carried out by the Customer, the Broker shall have the right to ask the Customer to rectify the same immediately, and repeat such request until the Customer's basic registration is deemed fully complying with contractual terms and legal requirements. The Customer shall be obliged to fulfil such request without delay; failing that, the Broker shall cancel the Customer's registration.
- 10.10** Upon approval of the Customer's basic registration, the Operator may decide at its own discretion to apply a higher level of data verification. In such case, the Customer shall present the following documents to the Operator: (i) a photo representing the Customer and their identity document (a so-called ID-selfie) and (ii) a document proving the source of the funds to be used in the Transaction (e.g. a tax return, certificate of income, financial statement, loan agreement, donation agreement, court decision concerning succession etc.); where such document cannot be presented for objective reasons, it may be substituted by a relevant sworn declaration of the Customer, subject to the Broker's agreement. The Customer shall either present the originals of the above documents for physical inspection, or send good-quality and legible full-colour copies of the same by electronic means.
- 10.11** For further Transactions with the Customer that has already been identified in accordance with Article 10.6 et seq. of these GTC, the Operator shall verify the identity of the particular natural person acting as, or for, the Customer in a suitable manner.
- 10.12** During the given Transaction and in further Transactions, the Operator shall check the validity and completeness of the Customer's identification data.
- 10.13** The Customer shall provide the Operator with information necessary for the identification, including presenting relevant documents. The Operator may process the information so obtained for the purposes of AMLA.
- 10.14** Identification data shall be provided, in particular, by completing and sending the order and/or registration form or a CIS (Client Information Sheet), and presenting required proofs and documents.
- 10.15** The Operator shall refuse executing a Transaction or establishing a business relationship, or terminate an existing business relationship, if the Customer refuses to subject themselves to Client identification, or provide necessary assistance in the verification of Client identification, or if the person carrying out the identification or verification identification has doubts about the veracity of information or authenticity of documents provided by the Customer.
- 10.16** If the Operator identifies a suspicious Transaction, the Operator shall report the same to the Office without undue delay and take action according to Article 14 et seq. of AMLA.
- 10.17** The Operator shall have the right to hold back the Customer's order concerning a suspicious Transaction if a threat exists that the execution of the Transaction could prevent or substantially hamper the seizure of income from crime or of funds destined for the financing of terrorism, or upon the Office's written request, until receipt of the Office's written instruction to execute the Transaction, but for no more than 120 hours; after the expiry of that time limit, the

Operator shall be obliged to hold back the Transaction if it has received the Office's notification of referral of the case to law enforcement authorities, but for no more than additional 72 hours. The periods of time relevant to the holding back of a Transaction shall be exclusive of Saturdays and non-working days.

- 10.18** The Customer understands and acknowledges that if there is a threat referred to in Article 10.17 of these GTC and the examination of the suspicious Transaction takes a longer time for the reason of complexity, the Office may decide that (i) the period of holding back the Customer's Transaction be extended, (ii) the assets to be used in the Transaction be seized by the Operator.

11 FINAL PROVISIONS

- 11.1** The Parties have agreed that communication between them shall take the form of e-mail messages.
- 11.2** Any legal matters not specifically governed by these GTC shall be governed by applicable provisions of the Civil Code; Commercial Code; Act No 22/2004 on electronic commerce and on amendments to the Act No 128/2002 on state supervision over the internal market in matters concerning consumer protection and on amendments to certain laws, as amended by the Act No 284/2002, as amended; and Consumer Protection Act.
- 11.3** The Customer shall not have the right to transfer any rights and/or obligations concerning CRYPSHARK to a third party without the Broker's prior written approval.
- 11.4** If misuse of the CRYPSHARK service is suspected, the Broker reserves the right to suspend the availability of the service until such suspicion has been rebutted, in which case the Customer shall not be entitled to any compensation claims on account thereof.
- 11.5** Any disputes between the Broker and the Customer arising from and/or in connection with the Contract shall be decided by competent courts of the Slovak Republic in accordance with laws in force in the territory of the Slovak Republic.
- 11.6** The Broker shall have the right to amend these GTC, mainly for the reason of changes in legislation or in market or economic conditions relevant to Digital Currency trading, in order to ensure the proper operation of the Website and/or proper provision of services by the Operator. The Broker undertakes to notify Customers of any such amendments to GTC in advance, at least fifteen (15) calendar days before the effective date thereof. In case such amendments have an effect of substantially limiting the Customer's rights, the Customer shall have the right to terminate their use of CRYPSHARK no later than the day preceding the effective date of the amendments and request the return of the Customer's Credit.
- 11.7** These GTC shall become effective when published on the Website.
- 11.8** Before sending an order/registering, the Customer was invited to confirm, in a designated manner, that the Customer had been informed about these GTC and had read and understood the GTC and fully approved the same without reservations.

12 Exchange Fees with Cryptocurrencies

The calculation of our prices is based on the average of the following 10 European crypto exchanges.

<https://www.coincorner.com/>
<https://btcbt.net/>
<https://switchere.com/>
<https://www.happycoins.com/de>
<https://cex.io/>
<https://coinfalcon.com/de/>
<https://safecurrency.com/>
<https://www.bcbtcoin.co.uk/>
<https://anycoindirect.eu/en>
<https://coingate.com/buy/bank>

Bratislava, 08.02.2021