

# **General Terms and Conditions of the Company MarketerIT s.r.o.,**

Issued by: MarketerIT s.r.o.

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MarketerIT s.r.o. issues general terms and conditions (hereinafter referred to as "GTC"), which regulate the basic rules of the business relationship between the Company and the Customer in the use of services through the website <https://www.bitcoinzmenaren.sk> and the customer account created there.

## 1. Basic clauses

- 1.1. MarketerIT s.r.o., ID No.: 50772619, registered office: Cez ohradu 738/33, Trenčín 91101, registered in the Commercial Register of the Commercial Court of Trenčín, Section: Sro, Insert No. 34490/R (hereinafter referred to as the Trader).
- 1.2. General Terms and Conditions represent the terms and conditions for the provision and use of services on the portal <https://www.bitcoinzmenaren.sk/>.
- 1.3. They regulate the relationship of the Company with the Customer who has expressed interest in the services provided by the Company on the portal <https://www.bitcoinzmenaren.sk/>.
- 1.4. By performing and completing the registration on the web interface <https://www.bitcoinzmenaren.sk/>, a contractual relationship is established between the Company and the Customer, where the Customer undertakes to comply with all the obligations set out in the GTC.
- 1.5. If the Customer does not agree with any part of these GTC, the Customer may not complete the registration on the web interface <https://www.bitcoinzmenaren.sk/>.
- 1.6. The Company is under no obligation to enter into a contractual relationship with the Customer or to provide the Crypto Asset Switching Service. The Company is entitled to bind the provision of the Crypto asset switching service on the basis of the submission of the necessary documents and information.

## 2. Interpretation of terms

- 2.1. Price list - containing all contractual fees related to the use of services on the portal <https://www.bitcoinzmenaren.sk/>. It is a separate document published on <https://www.bitcoinzmenaren.sk/>
- 2.2. Carrier - a legal or natural person providing transport of letter consignments on the basis of a contractual relationship
- 2.3. Cryptocurrency - a digital currency that can be sold or purchased through a portal <https://www.bitcoinzmenaren.sk/>
- 2.4. Cryptocurrency address - an electronic wallet in the form of a QR code or multi-digit code used to receive or dispense cryptocurrencies:
  - it can be created directly in bidirectional machines **BITCOINMAT**
  - or instructions for creating a wallet can also be found on the portal [www.bitcoinmat.sk:](http://www.bitcoinmat.sk/)  
<http://www.bitcoinmat.sk/clanky-a-oznamy/kde-zalozit-bitcoin-penazenku/>
- 2.5. Transaction - means any transaction (purchase and/or sale of cryptocurrency), credit top-up, credit withdrawal and investment confirmation (via the selected investment package) and/or savings, unless otherwise stated in these GTC.
- 2.6. Customer - a natural or legal person who registers with the Company through the portal <https://www.bitcoinzmenaren.sk/> and agrees to these GTC and the services provided by the Company.

- 2.7. Contract - a business relationship between the Company and the Customer, which has been established on the basis of the registration made on the web interface registration on the web interface <https://www.bitcoinzmenaren.sk/>
- 2.8. Contract Documents - means the GTC, GTC of the Transaction, Price Lists and Limits.
- 2.9. The decisive day - is the day when the Company learns in a credible way about the death of the Customer or about his/her declaration as missing, i.e. the day when the Company receives credible documents about the fact that the Customer died or was declared dead or missing (e.g. death certificate, court or notary's record of the inheritance proceedings, court decision with a legal force clause about the Customer's declaration as dead or missing).
- 2.10. GTC of the Transaction - means the document "General Terms and Conditions of the executed transaction".

### **3. Warning of risks associated with Cryptocurrency**

- 3.1. Cryptocurrency under these GTC means in particular Bitcoin (BTC), Litecoin (LTC) and others.
- 3.2. The Customer acknowledges that the Company does not provide investment, tax or legal advice or process Transactions on behalf of the Customer.
- 3.3. The Customer acknowledges that the Company does not provide the Customer with any advice, guidance or recommendations regarding the suitability and/or value of any Cryptocurrencies.
- 3.4. All Deposit and Withdrawal Transactions are made at the Customer's direction and the Customer is solely responsible for determining whether any investment strategy relating to Cryptocurrencies is consistent with the Customer's risk tolerance.
- 3.5. The Customer acknowledges that:
  - 3.5.1. Cryptocurrency is not legal tender, is not backed/issued by any government and account balances (Cryptocurrency address) are not subject to deposit insurance.
  - 3.5.2. Legislative and regulatory changes and/or actions at national and international level may directly and/or indirectly affect the use, transfer, exchange and/or value of the Cryptocurrency.
  - 3.5.3. Transactions in the Cryptocurrency may be irreversible and therefore losses from fraudulent and/or accidental Transactions may be permanent.
  - 3.5.4. Certain Transactions in the Cryptocurrency are only deemed to have occurred when they are recorded in the "Public Ledger", which may not necessarily be the date or time that the Customer enters the Transaction.
  - 3.5.5. The value of a Cryptocurrency may be derived from the continued willingness of market participants to exchange FIAT Currency for Cryptocurrency, which may result in a potential permanent and complete loss of value of a particular Cryptocurrency in the event that the market for a particular Cryptocurrency ceases to exist.
  - 3.5.6. There is no guarantee that a person who accepts a particular Cryptocurrency as payment today will continue to do so in the future.
  - 3.5.7. The volatility and unpredictability of the price of a Cryptocurrency relative to the FIAT Currency may cause a significant loss in the short term.
  - 3.5.8. The nature of the Cryptocurrency may lead to an increased risk of fraud and/or cyber-attack.
- 3.6. Cryptocurrencies are not legal currencies in the Slovak Republic, which means that they are not regulated by the legislation governing payment and exchange services (i.e. Act

No.492/2009 Coll. on payment services and on amendment and supplementation of certain acts, as amended; Act No. 202/1995 Coll. No. 372/1990 Coll. on offences, as amended) and thus do not fall under the regulation and supervision of the National Bank of Slovakia.

- 3.7. The value and possibility of using Cryptocurrencies in the real world is based on the development of the technology and trust in that technology. There is no central bank or other authority that regulates or corrects developments to protect the value of cryptocurrencies in the critical situation of a decline in their value.
- 3.8. Customer acknowledges that there are serious risks associated with the use of Cryptocurrencies and any related networks. Customer agrees that it has read, understood and accepts the risks set forth in this section. Customer also acknowledges that the list of risks may not be complete. Risks are also associated with Customer's activities and behaviors. Customer is responsible for educating itself about the potential risks associated with Cryptocurrencies and all related networks, protocols, etc. In no event does Company make any warranties regarding the value of the Cryptocurrency or the security of the network(s).
- 3.9. The condition of using the services through the portal <https://www.bitcoinzmenaren.sk/> is the understanding of the mechanism of purchase and the understanding of the principle of functioning of Cryptocurrencies as such. If the Customer is unsure of his/her knowledge of the subject matter, he/she may contact the Company with general questions or supplement the information from publicly available sources.
- 3.10. A prerequisite (condition) for the purchase and sale of Cryptocurrencies through the <https://www.bitcoinzmenaren.sk/> portal is the Customer's attainment of 18 years of age.
- 3.11. The Company allows, in accordance with Act No. 297/2008 on the Protection against the Legalization of the Proceeds from Crime and on the Protection against the Financing of Terrorism, the execution of the Transaction without the need to complete the KYC of the maximum amount according to the applicable limits.

#### **4. Contract documentation**

- 4.1. In addition to these GTC, the Company issues a Price List and Limits, which contains prices for the services provided and for the actions related to the purchase, sale and exchange of Cryptocurrency, an overview of the limits for each level of verification and the GTC of the Transaction.
- 4.2. The Customer agrees to always be duly familiar with the Price List and Limits, in addition to the GTC, GTC of the Transaction and the Price List and Limits applicable to the specific service provided.

#### **5. Provided services**

- 5.1. The Company is entitled to perform the change of FIAT currency into Cryptocurrency and related services for the Customer on the basis of the trade license "Provision of virtual currency exchange services" and "Provision of virtual currency wallet services", which does not exclude cooperation with third parties.
- 5.2. Creation of an account on the site <https://www.bitcoinzmenaren.sk/>
  - 5.2.1. The Company allows you to open two types of accounts:

a) Personal account

b) Corporate account

5.2.2. Personal account is intended for natural persons who are not engaged in business.

5.2.3. Corporate account is intended for legal entities or natural persons - entrepreneurs.

5.3. The Customer must register, as a condition of the provision of services, to the web interface. After registering to the web interface, the Customer is obliged to verify his/her e-mail address, telephone number and fill in his/her profile data according to clause 12.1. of these GTC. After completing the profile, the Customer will automatically be able to use the services in Level 0 according to the applicable Company's limits:

- Internal crypto wallet - setting up an internal crypto wallet - it is not a classic wallet, but it is a wallet with an address that records the balance in the specified Cryptocurrency.
- Cash Account - this is not a bank cash account, but it is an account that records the balance in the indicated currency EUR or CZK.

5.3.1. As part of the registration to the web interface, the Customer can perform operations:

- Crypto exchange
- Buying and selling cryptocurrencies and settling trades
- Topping up and withdrawing credit to your account
- Saving
- Investing

5.4. Selling and Buying Cryptocurrencies through the Portal <https://www.bitcoinzmenaren.sk/>

a. The purchase of a Cryptocurrency is deemed to have been made and processed when all of the following operations have taken place:

- completion and submission of the order form by the Customer,
- by agreeing to the GTC of the Transaction,
- by making the identification according to Article 8 in these GTC. In the case of a transaction without verification as specified in Article 12. 6 of these GTC, the Customer is not obliged to carry out verification unless otherwise specified by the Company,
  - by sending payment instructions for payment of the purchase price,
  - by depositing the relevant amount in EUR to the bank account of the Companydepending on the type of transaction,
  - by contacting the Customer by the Company and notifying the current exchange rate within 72 hours of receipt of the purchase price to the relevant bank account by sending an e-mail message to the Customer's e-mail address specified in the order form,
  - the Customer's acceptance of the notified exchange rate within 15 minutes of the Company sending the rate,
  - followed by the transfer of the agreed amount of Cryptocurrency to the Customer's cryptocurrency address specified in the Order Form, the transaction is deemed to have been processed,

- the Customer's acceptance of the transaction is deemed to be final and the resulting transaction can no longer be altered (amount, target wallet and exchange rate).
- b. A cryptocurrency sale is considered to be completed and settled when all of the following operations have taken place:
  - by the Customer completing and submitting the Order Form,
  - agreeing to the Terms and Conditions of the Transaction,
  - making the identification pursuant to Article 8 in these Terms and Conditions,
  - sending the payment instructions for depositing the Cryptocurrency,
  - depositing the Cryptocurrency to the Company's cryptocurrency address account.
  - contacting the Customer by the Company with the notification of the current exchange rate within 72 hours from the receipt of the purchase price to the Company's Cryptocurrency address by sending an e-mail message to the Customer's e-mail specified in the order form,
  - agreeing with the notified exchange rate by the Customer within 15 minutes from the sending of the e-mail by the Company,
  - followed by the transfer of the relevant amount of money in EUR to the Customer's bank account specified in the order form, the transaction shall be deemed to be settled.

#### 5.5. Topping up and withdrawing credit

5.5.1. If the Customer decides to top up his/her account with credit, he/she will do so in the following way:

- in the 'Overview' section, the Customer fills in the 'Credit Prepayment' field with the amount he wants to top up his account,
- By pressing the 'Notify Transfer' button, the Customer confirms and receives the information to make a bank transfer.

5.5.2. Once the payment is credited to the Company's bank account, the amount is automatically credited to the Customer's account in the form of a usable credit.

5.5.3. The recharge and withdrawal of credit can also be done via the ATM of the BITCOINMAT contractual partner.

5.5.4. Withdrawal of credit via ATM must be notified in advance by filling in the form in the 'Overview' section.

5.5.5. Instructions for making deposits and credit withdrawals via BITCOINMAT can be found on the website <https://www.bitcoinzmenaren.sk/> in the instructions section.

#### 5.6. Savings

5.6.1. In the buy/sell section, the Customer can select a Cryptocurrency and then use it for saving (Staking).

5.6.2. The addition of the selected Cryptocurrency is considered done if:

- by selecting the relevant Cryptocurrency (must be owned by the Customer),
- by selecting the amount of the Cryptocurrency,
- by selecting the time for Saving (Staking),
- by subsequent confirmation.

5.6.3. The cryptocurrency that the Customer has deposited into the Savings (Staking) cannot be sold or otherwise manipulated during the duration of the Savings.

5.6.4. The Customer may withdraw his/her Cryptocurrency from the Savings (Staking) at any time.

#### 5.7. Investment section

- 5.7.1. This section serves to facilitate shopping in a certain proportion. It is not a portfolio of investments over which the Company has any care or control. It is not a traditional bank investment.
- 5.7.2. On the web interface in the registered section, the Customer has pre-set packages from the Company that they can purchase directly.
- 5.7.3. The Customer can build their own package by clicking on the 'New Investment Package' button.
- 5.7.4. Each newly added investment package must be approved by the Company.
- 5.7.5. The Customer can purchase any investment package by entering the amount and confirming it by clicking the 'Invest' button.

### 6. Rights, Obligations and Liabilities of the Trader

- 6.1. The Company's liability is governed by the applicable laws of the Slovak Republic.
- 6.2. The Company undertakes to carry out identification and verification according to due diligence in relation to the Customer pursuant to Act No. 297/2008 on the Protection against Money Laundering and Terrorist Financing, and reserves the right to request from the Customer the data referred to in the Customer Identification Article of these GTC.
- 6.3. The Company undertakes to carry out the Customer's instructions with professional care.
- 6.4. It undertakes to process and collect personal data for the fulfilment of the stated purpose in accordance with Act No. 122/2013 Coll. on the protection of personal data, as amended, and is duly registered as a data controller with the Office for Personal Data Protection in the Slovak Republic.
- 6.5. It undertakes to contact the Customer within 72 hours of receiving the amount of money in the bank account or the relevant amount of Cryptocurrency at the Company's Cryptocurrency address and to inform the Customer of the current exchange rate.
- 6.6. It undertakes to send the relevant amount of Cryptocurrency to the Cryptocurrency Address or Internal Crypto Wallet, as the case may be, or the amount to the Customer's bank account immediately after the Customer agrees on the exchange rate.
- 6.7. It is not responsible for lost Transactions after they have been sent to the Customer.
- 6.8. It is not liable for any interruption or other degradation of the services provided through the <https://www.bitcoinzmenaren.sk/> web interface due to unexpected events that occur, in particular war, strike, fire, flood, earthquake and other natural disasters and natural catastrophes; terrorist attacks; failure of telecommunications traffic, which are capable of affecting the functioning of the <https://www.bitcoinzmenaren.sk/> portal.
- 6.9. It is not responsible for misuse of the password to the Cryptocurrency Address or misuse of the Customer's email address.
- 6.10. It is not liable for damages and losses caused as a result of decisions of courts, police and other state authorities, nor for damages and losses incurred by the Customer as a result of changes in legislation.
- 6.11. It is not responsible for the risks of cryptocurrencies that it cannot control in any way.
- 6.12. It does not guarantee the market price of cryptocurrencies in the future as the price of cryptocurrencies is highly volatile.
- 6.13. The Company shall not be liable for any direct or indirect damages or losses or any other harm or event that the Customer incurs as a result of the use of computer

equipment inadequately protected against viruses and other malicious software or interference. The Company recommends that the Customer, in its own interest, use only a trusted and secure internet connection when communicating with the Company and protect its computing and communications equipment with functional and continuously updated anti-virus programs.

- 6.14. The Company is entitled to temporarily interrupt or suspend the provision of contractual services or change their scope at any time during the term of the contract, if it is obliged to do so on the basis of a measure or other rules binding on the Company or the Slovak Republic. The Company shall inform the Customer of the said state of affairs via the Website.
- 6.15. In accordance with the legislation on measures against legalization of proceeds of crime and financing of terrorism, the Company is entitled at any time during the term of the Contract with the Customer to request completion of the Customer's identification data, submission of documents or information requested by the Customer, in particular to prove the origin of the funds transferred to the Customer's account.
- 6.16. The Company shall not be obliged to perform such operation with the Customer's funds deposited in the Customer's Account if the Customer refuses to comply with the required scope of identification or verification, even repeatedly.
- 6.17. The Company is obliged to act towards the Customer with professional diligence and to enforce compliance with these GTC, which serve as one of the safety features of the Company's protection of the Customer against possible fraud.
- 6.18. Clauses 6.5 and 6.6 shall not apply if the Company suspects the Transaction and its eligibility. In such case, the Company is entitled to conduct an investigation and may postpone the posting of the Transaction for the time necessary for its proper examination and evaluation.
- 6.19. The Company preserves the right to transfer the identification made by the Customer pursuant to clause 9 of these GTC in order to improve the quality of the services provided. The identification made by the Customer shall be transferred to the following companies held by the Merchant:
- SnowmanIT s.r.o. IČO 09000500 so sídlom Rybná 716/24, Praha
  - SunnymanIT s.r.o. IČO 55438539 so sídlom Cez ohrady 738/33 911 05 Trenčín

## **7. Customer's rights, obligations and responsibilities**

- 7.1. The obligation to carefully consider whether its financial situation and ability to assess risk is appropriate to the nature of the purchase or sale of the cryptocurrency and to make the purchase or sale only after such careful consideration.
- 7.2. The Customer agrees to a handling fee of EUR 1 for the execution of each Transaction.
- 7.3. At the same time, he/she fully acknowledges the above risks and the fact that the Company cannot influence these risks in any way and is therefore not responsible for them.
- 7.4. The Customer acknowledges that he/she has been informed by the Company of the risk of fluctuations in the prices of Cryptocurrencies.
- 7.5. The Customer acknowledges that the current legal regulation of Cryptocurrencies and trading therein is only general and not entirely sufficient, and that this state of affairs, as well as the interpretation of the relevant applicable legal norms, may change in the future, and agrees to fully comply with such changes, as well as the related changes to these GTC.



- 7.6. The Customer agrees to the collection, storage and processing of personal data contained in the Company's order form for the purposes of buying and selling Cryptocurrencies.
- 7.7. The Customer acknowledges that the provision of personal data is voluntary, however, if it is personal data required by the Company or the identification and verification of the Customer pursuant to Article 12 of these GTC, its provision to the Company a condition for the execution of the Transaction.
- 7.8. The Customer undertakes to provide the Company with truthful information and data, in connection with the use of services and identification of prospective customers, and also undertakes not to provide any false information in the execution of the transaction.
- 7.9. In order to ensure the proper provision of services, the Customer shall inform the Company without undue delay of:
- a) Change of their identification data,
  - b) Any fact that may make the Customer a Person with a special relationship to the Company e.g. a member of the statutory body),
  - c) Change of facts determining the status of a Politically Exposed Person,
  - d) Loss of documents identifying the Customer,
  - e) Loss of access data to the web interface.
- 7.10. At the request of the Company, the Customer is obliged to prove and document the origin and source of the funds, as well as to disclose to the Company information and demonstrate the facts that the Company is obliged to investigate, including documentation of the purpose and nature of the relevant Transaction.
- 7.11. The authenticity and accuracy of the documents submitted. The trader shall act in confidence in the authenticity and truthfulness of the documents, documents and information provided, and shall not be obliged to accept them if he has reasonable doubts about them.
- 7.12. The Customer undertakes to pay the purchase price in accordance with the payment instructions received, namely by wire transfer from the bank account in his name or by direct cash deposit to the Company's bank account in the case of purchase of cryptocurrencies through the portal <https://www.bitcoinzmenaren.sk/>
- 7.13. The Customer agrees to send the appropriate amount of Cryptocurrency from the Customer's Cryptocurrency address to the Company's Cryptocurrency address in the event of a sale of Cryptocurrency through the portal <https://www.bitcoinzmenaren.sk/>
- 7.14. Clause 7.12 shall also apply accordingly if the Customer recharges his/her account with credit.
- 7.15. The Customer undertakes to use only his/her own funds or Cryptocurrency belonging exclusively to him/her and not to a third party to carry out the transaction.
- 7.16. The Customer undertakes to always use a wallet that is exclusively owned by him/her in the case of purchase of Cryptocurrency on the External Wallet.
- 7.17. The Customer undertakes to use exclusively his/her bank account in the Customer's name to execute the transaction. In the event that the name of the bank account from which the funds will come for the purpose of the order to the Company's account does not match the Customer's details filled in his/her profile, the Customer acknowledges that the Company may refuse to execute the Transaction.

- 7.18. The Customer acknowledges that payment of the Purchase Price in accordance with the received payment instructions by transfer from a third party's bank account in the case of purchase of Cryptocurrency is not permissible
- 7.19. The Customer acknowledges that deposit of Cryptocurrency owned by a third party and/or from a third party's Cryptocurrency address in the case of sale of Cryptocurrency is not permissible

## **8. Establishment of contractual relationship**

- 8.1. By registering on the web interface <https://www.bitcoinzmenaren.sk/> and becoming familiar with these GTC and the Price List and Limits in their current wording, a contractual relationship between the Company and the Customer is established.
- 8.2. The Customer is entitled to have only one valid registration/contract with the Company at any time. The Customer's account usage options are described in clause 5. of these GTC. In the event that the Company discovers that the Customer has multiple accounts, this will be considered a gross violation of these GTC.
- 8.3. The contract is concluded for an indefinite period of time.
- 8.4. The Contract shall be governed by and construed in accordance with the laws of the Slovak Republic and the courts of the Slovak Republic shall have exclusive jurisdiction to resolve any disputes. However, the Company and the Customer agree that all disputes arising out of the Contract shall preferably be settled amicably.

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

- 9.1. Termination of the Contract concluded between the Company and the Customer occurs in the following cases:
- The Customer shall make use of his/her legal right and withdraw from the Contract, even without giving any reason, within 14 days from the conclusion of the Contract, i.e. from the date of registration of the account on the web interface <https://www.bitcoinzmenaren.sk/>,
  - The Customer shall apply for closing the account,
  - The Customer's account shall be permanently blocked due to the Company's decisions for the reasons specified in these GTC, especially in case of suspected misuse of the Customer's account,
  - The termination by the Company on discovery of non-compliance with the conditions of safety of the use of the account,
  - The death of the Customer shall not terminate the contractual relationship between the Company and the Customer. The contractual relationship between the Customer and the Company terminates on the second business day after the Decision Day.
- 9.2. The Customer is free to terminate this Agreement at any time during the contractual relationship without giving any reason with one month's notice. The termination must be made in writing to the following e-mail address: [support@bitcoinmat.org](mailto:support@bitcoinmat.org).
- 9.3. The Company is entitled to terminate the Contract with the Customer at any time during the contractual relationship with:
- 2-month notice period without giving any reason,

- 14-day notice period in case of violation, non-performance or non-compliance with these GTC by the Customer, if the Company discovers other facts that seriously jeopardize the Customer's ability to properly fulfill its obligations, or for technical or security reasons on the part of the Company, or if the account is used by a person other than the authorized Customer as a contractual partner of the Company.

The Customer will be informed of the termination of the Contract in writing by post or email, or via the web interface or other appropriate means. The Customer's notice of termination of the Contract in accordance with the preceding sentence shall be deemed to constitute delivery of notice of termination of the Contract to the Customer.

- 9.4. The period of notice shall commence on the day following the date of delivery of the termination of the Contract to the other party to the Contract.
- 9.5. The Company shall be entitled to temporarily block the Customer's Account at any time for technical, security, maintenance, administrative or other unilateral reasons on its part for the necessary period of time without the Company incurring any liability to the Customer or any third party. To the extent permitted by law, the Company shall in no circumstances be liable for any damage or loss, whether direct or indirect, or for any consequential loss or inconvenience that the Customer may incur in connection with any failure of third parties to provide services in connection with the Customer's use of the Company's services, unless such failure was caused solely by the fault of the Company.
- 9.6. During the notice period, the Parties shall continue to perform their obligations under the Contract.
- 9.7. After the object and purpose of the Contract has been fulfilled, all provisions of the Contract, the nature of which so permits, shall remain in force and effect.

## **10. Cancellation of an order made through the portal <https://www.bitcoinzmenaren.sk/>**

- 10.1. The Company reserves the right to cancel the Customer's order without giving any reason until the time of the Transaction (purchase or sale of the Cryptocurrency) is completed, which shall be notified to the Customer without undue delay by sending the cancellation of the order to the Customer's email address specified in the order. In the event that the purchase price has already been transferred by the Customer to the Company's bank account or Cryptocurrency address, the Company shall send the purchase price, applicable transaction fees, back to the Customer's bank account or Cryptocurrency address from which it was sent by the Customer, without undue delay.
- 10.2. The Company reserves the right to cancel the Customer's order on the basis of a suspected violation of Act No. 297/2008 Coll. on protection against legalization of proceeds of crime and against financing of terrorism.
- 10.3. The Company reserves the right to cancel the order if the exchange rate is not agreed within 15 minutes of the Company sending the email to the Customer and if the Customer does not notify the Company to resend the email to agree the exchange rate.
- 10.4. The Customer has the right to cancel a confirmed order without giving any reason, until the time of execution of the transaction, by sending the order cancellation to the e-mail address of the Company support@bitcoinmat.org. In the event that the purchase price has already been transferred to the bank account or Cryptocurrency address of the Company by the Customer prior to the cancellation of the order by the Customer, the

Company shall send the purchase price, decreased by the Transaction fees, back to the bank account or Cryptocurrency address of the Customer from which it was sent.

10.5. The Customer acknowledges that the Terms and Conditions are governed by the Price List and Limits set out at <https://www.bitcoinzmenaren.sk/>.

10.6. The Customer may not revoke a completed Transaction, e.g. due to a significant drop in the price of the Cryptocurrency that is the subject of the Transaction. The Customer may only instruct a new Transaction.

## **11. Identifikácia zákazníka a predkladanie dokumentov**

11.1. If the Customer decides to use the services of the Internet portal

<https://www.bitcoinzmenaren.sk/>, he is obliged to provide the Company with the required information that is in accordance with the facts:

- Name and surname of natural person alt. Business name/legal name,
- Birth number, date of birth alt. ID number,
- Permanent residence alt. Registered office,
- Valid e-mail address,
- Telephone contact.

11.2. The Company is an obliged person within the meaning of Section 5 of Act No.

297/2008 Coll. on protection against legalization of proceeds of crime and on protection against financing of terrorism, as amended, and reserves the right to require the identification of the Customer pursuant to § 7 of the said Act, in the manner specified in § 8 of the said Act. For this purpose, the Company reserves the right to request the following data from the Customer:

- Name and surname of natural person alt. Business name/legal name,
- Birth number, date of birth alt. ID number,
- Permanent residence alt. Registered office,
- Valid e-mail address,
- Telephone contact,
- Proof of identity,
- Alternatively, other documents and data deemed necessary by the Company.

11.3. The Company is entitled to determine the scope of the documents and information required.

11.4. The Company is entitled, within the scope of its obligations under the legislation, to carry out repeated identification and control of the Customer for the purpose of fulfilling its information obligation, to ascertain and process data about the Customer, to keep records of the data thus obtained, all in accordance with the contractual arrangements and applicable legislation.

11.5. The identification of the Customer shall be carried out in accordance with Act No. 297/2008 Coll. and in accordance with the Company's internal directive, as instructed by the Company, by mutual communication between the Company and the Customer.

11.6. The Company shall refuse to execute the Transaction with the Customer if:

- the Customer refuses to be identified,
- if the identification cannot be carried out for any other reason,
- if it has doubts about the correctness of the information provided by the Customer,
- if it has doubts about the authenticity of the documents submitted.

- 11.7. The Company allows the purchase "without verification", whereby the Customer has to make a verification, phone number, email and entering the First and Last Name in their profile. The account holder's name must match the bank account holder. In the event that the Customer chooses to use the "no verification" option, the Customer may only execute the trade according to the limits specified for Level 0, which are set out in the Pricing and Limits section of the website <https://www.bitcoinzmenaren.sk/>. All transactions in this mode must take place through a bank transaction and therefore by bank transfer only.
- 11.8. In case the Customer decides to use the services provided by the Company in the "no verification" mode, the Company will impose a "protection period" of 14 days from the day the Company received payment for the first order to its bank account.
- 11.9. An order within the "protection period" will be processed by the Company, i.e. the purchase and/or sale will occur as instructed by the Customer, but will not be sent to the Customer's Cryptocurrency address (in the case of a purchase of Cryptocurrency or a crypto-for-crypto exchange) and/or bank account (in the case of a sale of Cryptocurrency)
- 11.10. In the event that the Customer has any order in "protection period" mode, no other order will be processed for the Customer until the "protection period" has expired. Clauses 6.5 and 6.6 of these GTC do not apply in this case.
- 11.11. Clause 12.7 does not apply if the first order does not exceed EUR 30.
- 11.12. If the Company processes the order within the protection period (provides the necessary information or documents), the protection period may be shortened. Otherwise, the protection period expires after 14 days. This does not apply if the trader discovers information or documents that prevent the expiry of the protection period.
- 11.13. The protection period does not apply to orders placed on the Internal Wallet as defined in clause 5.3 of these GTC.
- 11.14. The protection period does not apply if the customer only recharges his/her account and if it is a sales transaction.
- 11.15. The Company is obliged to maintain confidentiality of information concerning the Customer. The Company may only communicate information concerning the Customer to persons other than the Customer if this is permitted by general law or if the Customer has given the Company permission to do so.
- 11.16. The provision of Article 12.16 does not apply if the disclosure of personal information is requested by an authorised governmental authority.
- 11.17. The Company as an obliged person pursuant to Act No. 297/2008 Coll. on protection against legalization of proceeds of crime and on protection against financing of terrorism, as amended, are obliged pursuant to Article 19 to process and store all information about the Customer for the duration of the contractual relationship and for 5 years after termination of the contractual relationship.
- 11.18. The Customer undertakes to take measures and to act in such a way that he/she does not commit an act that could be construed as accepting a bribe, bribery or indirect bribery pursuant to Act No. 40/2009 Coll., the Criminal Act, as amended.

## **12. Webové interface**

- 12.1. Creating an account in the Web Interface is a prerequisite for managing and controlling Customer Transactions. Access to the Web Interface is via the Company's website. The Web Interface can be used 24 hours a day, 7 days a week.

- 12.2. The Web Interface is used to check back all the Transactions that have been executed on the Customer's account. At the same time, the web interface allows the Customer to perform basic operations such as changing the Cryptocurrency, ordering or redeeming vouchers, changing the Cryptocurrency in order to withdraw from the ATM within the scope of services offered by the Company.
- 12.3. The basic technical minimum which is a prerequisite for the reliable functioning of the web interface:
- Operating system: Microsoft Windows Vista and above, Mac OS, Linux.
  - Internet Explorer 10.0, Mozilla Firefox 3.7, Opera 31, Google Chrome 49, Safari 9.0.3.
  - Basic resolution from 1024 x 768.
- 12.4. The Company shall have the right to change the graphic design and format of the Web Interface and the Merchant's web pages through which the Customer has access to the Web Interface without prior notice.
- 12.5. Customers using the Web Interface are obliged to protect their access data and to take all measures to ensure that such data is not accessible to third parties. In particular, these obligations include:
- Do not disclose access data (password, authorization email) in any way to a third party,
  - Do not store it on permanent data storage media or leave it accessible to unauthorised persons,
  - Inform the Company without undue delay of any suspicion that the access data may have been disclosed to unauthorised persons,
  - Immediately report the loss, theft or misuse of access data,
  - Not to leave the computer or communication device while logged into the Web Interface,
  - Use only properly secured computers or communication devices,
  - Change passwords whenever the Customer is prompted to do so by the Company, for security reasons it is recommended to change access credentials every 3 months.

### **13. Privacy Policy**

- 13.1. The Company processes personal data in accordance with Act No. 122/2013 Coll. on the protection of personal data, as amended, and in accordance with the provisions of Regulation (EU) 2016/679 of the Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and is duly registered as a data controller with the Office for Personal Data Protection in the Slovak Republic.

- 13.2. The Customer consents to the collection, storage and processing of the personal data contained in the Company's order form for the purposes set out below. This consent is granted for all data contained in the said form:
- Name and surname of natural person alt. Business name/name of legal entity,
  - Birth number, date of birth alt. ID,
  - Permanent residence alt. Registered office,
  - Valid e-mail address,
  - Bank account in IBAN format,
  - Cryptocurrency address (Customer's e-wallet account),
  - Telephone contact,
  - Proof of Identity.
- 13.3. The customer is aware of his/her rights under Act No. 122/2013 Coll. on the protection of personal data, as amended, and the provisions of Regulation (EU) 2016/679 of the Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR).
- 13.4. All customer data provided in the form, as well as all data provided by the Customer, including personal data, are collected and processed by the Merchant solely for the purpose of carrying out Transactions in accordance with Act No. 297/2008 Coll. Act No. 122/2013 Coll. on the Protection against the Legalization of the Proceeds from Crime and on the Protection against the Financing of Terrorism, as amended, and in accordance with Act No. on the protection of personal data, as amended, and in accordance with the provisions of Regulation (EU) 2016/679 of the Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR).
- 13.5. The Company declares that it will collect personal data for the fulfilment of the stated purpose and process it in accordance with the purpose for which it was collected. The Company's employees or other natural persons who process personal data on the basis of a contract with the Company and other persons are obliged to maintain the confidentiality of personal data, even after termination of employment or work.
- 13.6. The provision of personal data is voluntary, however, if it is personal data required in the order form and the provision of data required for the identification of the customer within the meaning of Article 9 of these GTC, their provision to the Company is a condition for the execution of the transaction.
- 13.7. The Customer who has successfully made a purchase or sale of cryptocurrency through <https://www.bitcoinzmenaren.sk/> agrees that the Company is authorized to send him any mail messages, in particular information about news and opportunities offered by the Company.
- 13.8. The Customer, who has successfully made his identification with the Company, agrees that his personal data will be transferred to the companies as specified in point 6.14 of these GTC.

## **14. Delivery and communication**

- 14.1. Delivery of Shipments is made by the Company either to the Customer's permanent address, via a registered email address or telephone number. If the Customer and the



Company agree on a different method of communication, then delivery of Shipments shall be made by that agreed method (e.g. data mailbox).

- 14.2. The Customer may raise queries via the customer telephone line, via chat or via the ticketing system. All communication options are listed on the Company 's website.
- 14.3. Shipments sent by post addressed to the Merchant must be delivered to the Company 's registered office address, unless the Company notifies the Customer otherwise.
- 14.4. Shipments sent by electronic mail shall be deemed to have been delivered at the moment when the relevant system used for the transmission of the shipment confirms its successful transmission.

## **15. Complaint regulations**

- 15.1. Complaints are handled according to the valid Complaints Regulations of the Company.
- 15.2. The text of the Complaints Regulations as amended is published on the Company's website.

## **16. Application of applicable law**

- 16.1. The Company is empowered to change the content of the GTC as a result of changes in legislation or circumstances affecting its business. If the Customer does not agree with the change of the GTC, he has the right to withdraw from the contract.
- 16.2. Withdrawal from the contract does not have to be justified in this case, but must be made in writing and delivered in accordance with the provisions of the article Delivery of parcels and mutual communication.
- 16.3. The GTC of the use of the website <https://www.bitcoinzmenaren.sk/> as well as any changes are subject to the legal norms of the Slovak Republic. The GTC shall be governed by and construed in accordance with the laws of the Slovak Republic.
- 16.4. Any dispute arising between the Customer and the Company shall be resolved amicably by the disputing parties, otherwise all disputes arising shall be subject to the jurisdiction of the competent courts of the Slovak Republic.
- 16.5. The supervisory authority is the Slovak Trade Inspection:  
Inšpektorát SOI pre Trenčiansky kraj, Hurbanova 59, 911 01 Trenčín,  
tel. č. 032/6400 109, <http://www.soi.sk>
- 16.6. Another form of dispute resolution is the ODR platform:  
<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=SK>