

General terms and conditions for the transaction

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MarketerIT s.r.o. issues general terms and conditions for the transaction (hereinafter referred to as "GTC of the transaction"), which regulate the basic rules of the business relationship between the company and the customer in the sale and purchase of digital currencies through the portal <https://www.bitcoinzmenaren.sk>.

1. Basic clauses

- 1.1. Spoločnosť MarketerIT s.r.o., IČO: 50772619, se sídlom: Cez ohrady 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. The GTC of the transaction represent the terms and conditions for conducting purchase and sale transactions through the user interface on the website <https://www.bitcoinzmenaren.sk/>.
- 1.3. By completing the order form available on the portal <https://www.bitcoinzmenaren.sk/> and confirming its submission, the Customer agrees to these general terms and conditions for the transaction, which are updated as necessary by the Trader.
- 1.4. By agreeing and submitting the order form the Customer undertakes to comply with all obligations set out in the GTC of the transaction.
- 1.5. If the Customer does not agree with any part of these GTC of the transaction, the Customer will not place the order.

2. Cryptocurrency Risk Warning

- 2.1. The Customer acknowledges and expressly agrees that trading in virtual currencies (hereinafter referred to as "cryptocurrencies") is a high-risk activity that may result in the loss of some or all of the amount invested.
- 2.2. The Trader informs the Customer that cryptocurrencies are not legal tender within the meaning of Act No. 566/1992 Coll. on the National Bank of Slovakia, as amended, and are not subject to deposit protection under Act No. 118/1996 Coll. on Deposit Protection or any guarantee system as is the case with banking products.
- 2.3. The value of cryptocurrencies is highly volatile and can change suddenly and unpredictably depending on market, technological, legislative or other external factors. The Customer acknowledges that the exchange rate may change between the time a payment is sent and the time it is processed, and the amount of cryptocurrency or fiat currency provided will be based on the exchange rate in effect at the time of the transaction.
- 2.4. Transactions executed through decentralised networks (blockchain) are irreversible once confirmed. In the event that the Customer enters an incorrect destination address or performs an incorrect transaction, no refund can be guaranteed and the Trader shall not be held liable for such errors.

- 2.5. The Customer represents that he/she has been informed of the nature, operation and risks associated with cryptocurrencies prior to the transaction. The Trader does not provide investment advice within the meaning of Act No. 186/2009 Coll. on Financial Intermediation and Advice, nor does it provide any guarantee of the future value of any cryptocurrency.
- 2.6. The Customer is obliged to ensure that the transaction it executes does not violate the applicable legislation of the Slovak Republic, including Act No. 297/2008 Coll. on the Protection against the Legalization of Proceeds of Crime and Terrorist Financing. The Trader is entitled to refuse or suspend a transaction in case of reasonable suspicion of illegal activity or on the basis of legal obligations.
- 2.7. The Customer acknowledges that the proceeds from trading in cryptocurrencies may be subject to tax obligations under Act No. 595/2003 Coll. on Income Tax, and the Customer is solely responsible for their correct taxation.

3. Rights, obligations and liability of the Trader

- 3.1. The Trader is obliged to ensure that the technical and operational environment of the www.bitcoinzmenaren.sk portal allows customers to execute transactions in accordance with these General Terms and Conditions and the currently applicable legislation.
- 3.2. The Trader reserves the right to refuse or suspend a transaction at any time, in particular:
 - in case of suspected violation of legal regulations, including Act No. 297/2008 Coll. on the Protection against the Legalization of Proceeds from Crime and Terrorist Financing,
 - in the event of a technical error, security breach or breach of system integrity,
 - if the customer fails to provide the required identification or verification data, if required to provide them,
 - in the event of a reasonable suspicion that the customer is acting on behalf of a third party without proper authorisation or that the transaction is used to circumvent the law.
- 3.3. The Trader is not responsible for:
 - any financial loss caused by a fluctuation in the cryptocurrency exchange rate between the entry and execution of the transaction,
 - any loss of cryptocurrency caused by the customer's incorrect entry of the destination address,
 - failure or limitation of the functionality of the blockchain network or third party operated wallets or exchange services,
 - malfunctions, failures or congestion of payment systems, communication channels or transmission media beyond the control of the Trader.
- 3.4. The Trader has the right to unilaterally update or change these General Terms and Conditions. The amendment shall become effective upon publication of the current version on the web portal www.bitcoinzmenaren.sk, while the terms and conditions effective at the time of their conclusion shall apply to the transactions already made.

- 3.5. The Trader is not obliged to provide any guarantees to the customer regarding the development of the value of cryptocurrencies, and does not provide any guarantee of achieving any return or return on invested funds.

4. Rights, obligations and responsibilities of the Customer

- 4.1. The Customer is obliged to read these General Terms and Conditions thoroughly before making a transaction, in the version valid on the date of placing the order. By submitting the order form, the Customer confirms that he/she fully understands and agrees to these terms and conditions.
- 4.2. The customer is obliged to provide true, complete and up-to-date information when filling in the order form. In the event of a request for identification or identity verification, the customer is obliged to provide all required data and documents in accordance with legal regulations, in particular Act No. 297/2008 Coll.
- 4.3. The customer is solely responsible for:
- the accuracy of the data entered in the order form, in particular the accuracy of the destination address of the cryptocurrency wallet,
 - the selection of the transaction type (buy/sell), the amount of cryptocurrency and confirmation of the exchange rate at the time of the transaction,
 - the security of your devices, email and wallets, including the security of your login credentials and keys.
- 4.4. The Customer acknowledges that by submitting an order, he/she is making a legally binding proposal to enter into a contract. In the event that the Customer fails to make payment or otherwise fails to fulfil his/her obligations, the Trader shall not be liable for failure to complete the transaction.
- 4.5. The Customer is obliged to refrain from any action that could interfere with the operation of the Trader's portal, jeopardize the security of transactions or contravene the generally binding legislation of the Slovak Republic.
- 4.6. The Customer is obliged to ensure that the transactions executed by it do not violate legal regulations, in particular regulations governing the protection against the legalization of proceeds of crime, terrorist financing, tax regulations, sanctions regimes and prudent business rules.
- 4.7. The Customer is obliged to bear all tax obligations associated with the proceeds from trading in cryptocurrencies under Act No. 595/2003 Coll. on Income Tax and is responsible for their proper declaration and payment to the relevant tax authorities.

5. Transaction flow

- 5.1. The transaction between the Customer and the Trader takes place through the electronic ordering system available on the web portal www.bitcoinzmenaren.sk.
- 5.2. The customer fills in the order form, in which he/she states in particular:

- type of transaction (buying or selling cryptocurrency),
- type of cryptocurrency,
- transaction volume (amount in fiat currency or cryptocurrency),
- the destination address of the cryptocurrency wallet in the case of a purchase, or the bank account in the case of a sale,

5.3. Once the order is confirmed and sent, a summary email is sent to the Customer with payment instructions. Payment can be made by wire transfer to the Trader's bank account or by cryptocurrency payment to the address shown, or payment from the credit on the Customer's account.

5.4. After payment is received:

- in the case of a cryptocurrency purchase, the Trader sends the corresponding amount of cryptocurrency to the Customer's wallet address,
- in case of sale of cryptocurrency, the Trader, after crediting the cryptocurrency to its address, shall pay the corresponding amount in fiat currency to the Customer's account or in the form of credit to the Customer's account.

5.5. The transaction is deemed to have been successfully executed at the moment:

- sending the cryptocurrency to the wallet address provided (in case of purchase),
- sending the fiat currency to the Customer's bank account (in case of sale).

5.6. The Trader reserves the right to process the transaction only if the Customer has fulfilled all the conditions set out in these GTC of the transaction and at the same time the payment has been duly credited in the required amount.

5.7. In the event of irregularities, such as incorrect payment amount, unclear payment identification or violation of legal requirements, the Trader is entitled to suspend or reject the transaction and request additional information from the Customer.

6. Irreversibility of the transaction

6.1. The Customer acknowledges and explicitly agrees that once a payment or cryptocurrency has been sent and the transaction has been confirmed, it is no longer possible to cancel, amend or request a refund.

6.2. Due to the technological nature of cryptocurrency networks (especially blockchain), all transactions are irreversible once confirmed. Cryptocurrency transactions cannot be reversed or refunded in any way by the Trader or any third party.

6.3. The customer is fully responsible for the accuracy of the data entered in the order, in particular:

- the destination address of the cryptocurrency wallet,
- the amount and type of cryptocurrency entered,
- bank details (in case of fiat currency payout).

6.4. The Trader is not responsible for the consequences of errors caused by the Customer, including:

- sending cryptocurrency to an incorrect or non-existent address,
- losing access to your own cryptocurrency wallet,
- entering an incompatible address for a given cryptocurrency (e.g., a BTC address for an LTC transaction),
- sending the wrong amount or a late payment.

6.5. The Trader is also not responsible for any exchange rate losses incurred between the time of placing an order and its settlement, unless otherwise expressly stated.

6.6. The Customer expressly declares that he/she has read, understands and agrees to these terms and conditions before placing an order, thereby assuming the risk of non-refundability of the transaction.

7. Complaint transaction

7.1. The Customer is entitled to make a claim if he/she considers that the transaction was not executed in accordance with these General Terms and Conditions or that there was a technical error on the part of the Trader.

7.2. The Customer is obliged to file a claim without undue delay after becoming aware of the fact giving rise to the claim, but no later than within 3 working days of the transaction (or attempted transaction). After this deadline, the claim may not be accepted.

7.3. Complaints can be submitted electronically via email to the address listed on the Trader's web portal or via an online form (JIRA). The complaint must contain at least the following information:

- the name and surname of the customer,
- the date and time of the transaction,
- type of transaction (purchase/sale),
- amount and currency,
- the transaction identifier and, if applicable, the order number,
- a description of the problem complained of.

7.4. The Trader undertakes to assess the complaint without undue delay, but no later than 30 calendar days from the date of its proper application. In justified cases, the time limit may be extended, of which the Customer will be informed in due time.

7.5. If the Trader accepts the complaint as justified, it shall make an appropriate remedy, in particular replacement performance, refund or other solution according to the nature of the case and the possibilities of technical implementation.

7.6. In cases where the claim is unjustified, the Customer will be informed of the decision, stating the reasons for the rejection.

7.7. The Trader is not liable for errors and technical problems caused by the customer or third parties, in particular internet connection providers, wallet operators or banking institutions.

7.8. Complaints are in accordance with the applicable complaints procedure published on the Trader's website.

8. Application of applicable law

- 8.1. Legal relations arising between the Trader and the Customer on the basis of these General Terms and Conditions are governed by the law of the Slovak Republic, regardless of the country from which the Customer accesses the service or from where the transaction is carried out.
- 8.2. The courts of the Slovak Republic shall have jurisdiction to settle disputes arising out of or in connection with these Terms and Conditions, with local jurisdiction determined by the registered office of the Trader, unless otherwise provided by law.
- 8.3. If any provision of these GTC of the transaction is found to be invalid, illegal or unenforceable, the validity and effectiveness of the remaining provisions shall not be affected. The parties undertake to replace such provision with a valid and enforceable provision that most closely matches the economic purpose of the original provision.
- 8.4. These General Terms and Conditions come into force and effect on the date of their publication on the Trader's website. The Trader reserves the right to unilaterally change these Terms and Conditions at any time, with the new version being effective on the date of its publication, unless otherwise stated.