

## Terms and Conditions

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**THIS IS AN IMPORTANT DOCUMENT.**

**PLEASE READ IT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.**

This document must be proactively accepted by You (hereinafter referred to as "You," "Your," "Client" or "Customer") after careful reading and understanding, only if You agree with its entire contents. Please carefully read these terms of service.

By accessing, downloading, using, or clicking on "I agree" to accept any Konto.com Exchange services, You agree that You have read, understood, and accepted all of the terms and conditions stipulated in these Terms and Conditions as well as our Privacy Policy at [www.konto.com/legal/privacy-policy](http://www.konto.com/legal/privacy-policy).

By clicking the "create account"/"Create My Account" button or by accessing or using the services, You agree to be legally bound by these terms of service.

Once accepted by You, this document will constitute the contract/agreement between You and Your service provider (part of the Cryptoro OU group), setting forth all rights and obligations of the parties, governing the terms under which the Konto.com Exchange service is provided to You and the obligations of the parties in the performance of such services.

The headings used in this contract are included for convenience only and will not limit or otherwise affect these Terms And Conditions.

### I. **Konto.com Exchange General Terms and Conditions**

#### **1. Introduction and Acceptance of Terms**

These Terms And Conditions (T&Cs) shall govern Your use of this Website and Konto.com Exchange Services provided here, including all pages within this Website (collectively referred to herein below as this "Website"). These T&Cs apply in full force and effect to Your use of this Website and the services provided here. By using this Website (hereinafter "Website" includes Website, Android, IOS, native apps, and any other supported operating system), You expressly accept all T&Cs contained herein in full. Please read them carefully before use. You must not use this Website if You have any objection to any of these T&Cs.

This Website and the services provided are not to be used by any person under 18 years of age, and You must not use this Website and the services provided here if You are under 18 years of age. It is Your responsibility to keep your account secure.

You shall take time and carefully read these T&Cs (both General Terms and Specific Terms) before using the services provided by the Konto.com Service Provider or through the Konto.com Website so You are fully aware of Your rights and obligations.

Remember that by using these services (even only by completing the sign-up process), You both actively agree with these T&Cs and enter into contractual relations with the Konto.com Service Provider.

The rights and obligations of Your service provider through the Konto.com Service Provider Website and Your rights and obligations are governed by the general provisions of these T&Cs as well as the specific section corresponding to the type of service You are using. Please note the general as well as the specific provisions depending on the type of service.

**The meaning of specific terms or notions used in these T&Cs:**

- **Fiat money, or legal tender, means a government-issued currency not backed by a physical commodity, such as gold or silver, but rather by the government that issued it.**
- **"Reward" / "Bonus" within the Konto.com platform is explicitly defined as an intangible and non-material incentive, devoid of any intrinsic monetary value, expressly granted to participants or users. These rewards are strictly conceptual and entirely fictional, existing solely within the virtual environment of the Konto.com platform at the sole discretion of Konto.com Service Provider. It is imperative to note that these rewards hold no legal standing or implications for Konto.com Service Provider. They do not represent tangible, real-world items but are intentionally crafted elements intended to enhance the overall user experience on the Konto.com platform.**

**This term, "Reward," explicitly disclaims and should not be construed as an offer, a commitment, or the assurance of actual rewards by Konto.com Service Provider. It serves purely as a descriptor for the intangible, virtual elements incorporated within the platform to augment the users' experience, and in no manner suggests any legally binding obligation on the part of Konto.com Service Provider to provide actual, tangible rewards or promises thereof. Any implications or interpretations suggesting otherwise are expressly disclaimed.**

**2. Services provided by Konto.com Service Provider through the Konto.com Exchange website.**

Konto.com Service Provider provides You with a simple and convenient way to trade fiat money for crypto assets (such as bitcoins) and vice versa and to trade one type of crypto asset for another type of crypto asset. You may also use Konto.com Service Provider services to store Your crypto assets in Your Konto.com Exchange Account or to purchase and sell crypto assets directly from and to us. Additionally, the range of services available to You will depend in part upon the country in which You are a resident or a citizen of and from which You access Konto.com Exchange. The Konto.com Service Provider reserves the right to restrict or deny its services in certain countries, e.g. countries designated as high risk by the FATF, EU and UK government.

The Konto.com Exchange Website provides 'crypto-asset service' for its customers, meaning any/all of the services and activities listed below relating to the crypto-asset listed by Konto.com Exchange:

1. the custody of crypto-assets;
2. the exchange of crypto-assets for fiat money and the exchange of fiat money for crypto-assets;
3. transfer of crypto-assets to/from personal wallets;
4. the exchange of crypto-assets for other crypto-assets.

### 3. Your Konto.com Service Provider

The services offered to You under the Konto.com brand and through the Konto.com Exchange Website are provided by one of the subsidiaries of the Cryptoro OU group as follows:

| Country           | You are a customer of     | Registered office                          |
|-------------------|---------------------------|--|
| Lithuania         | Nava Investment UAB       | Chemijos g. 27C, Kaunas 51332, Lithuania   |
| Rest of the world | Rondo Services Sp. Z O.O. | Ul. Hoza 86 / 210, 00-682 Warszawa, Poland |

Your contractual partner (Konto.com Service Provider) is determined according to Your country of residence or citizenship in accordance with the above and without Your possibility to opt for another supplier within the Cryptoro OU group.

Every subsidiary of Cryptoro OU group reserves the right to transfer the Agreement with any of its users/clients to another subsidiary of the group without prior notice. By opening a Konto.com Exchange Account, the Client unreservedly expresses their advance consent to such transfer of the contractual relationship to another subsidiary/branch of the Cryptoro OU group.

### 4. Who can become a customer of Konto.com Exchange, and requirements for Konto.com Exchange services

Only a person over 18 years of age or a legal entity legally established in their country of residence are accepted as Konto.com Exchange customers. If You are registering to use the Services on behalf of a legal entity, You represent and warrant that:

- (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and
- (ii) You are duly authorized by the legal entity to act on its behalf.

Only a person residing in the EEA or having citizenship in the EEA (which is not a high-risk country due to sanctions or for money laundering or terrorist financing) or a citizen of Argentina can be a customer of Konto.com Exchange. The use of Konto.com Exchange Website is prohibited to citizens and residents of the United States of America (USA) including the situation where an USA citizen resides in EEA.

Only a person who has not previously been suspended, blocked or removed from using Konto.com Exchange Services can be a customer of Konto.com Exchange.

Konto.com Exchange does not accept clients who qualify as politically exposed persons (PEP), members of their family or friends, or associates of PEP as defined in the legislation on preventing money laundering and combating terrorism financing (AML/CTF).

A demo account with Konto.com Exchange can be opened. The purpose of the demo account is to allow those interested to familiarise themselves with the functionality of Konto.com Exchange. A demo account provides limited access to the Website resources (information, news, user interface, public documents of the Website, etc.), but it does not allow You to carry out any transactions with crypto-assets or fiat money.

Depending on Konto.com Service Provider partnerships and strategies, the demo account with Konto.com Exchange can or may, depending on the situation, for limited periods of

time, display a digital representation of crypto assets that are purely fictional and have no legal bearing for Konto.com Service Provider.

To become the holder of a full-fledged client account (other than a demo account) on Konto.com Exchange, the Client will have to perform a sign-up procedure prior to disposing of crypto-assets or fiat money through their account, in which they will have to provide real, accurate and complete data in order to properly identify them (Know-Your-Customer (KYC) procedure).

The Client will have to provide, upon request of the Konto.com Service Provider, at the sign-up moment or whenever subsequently requested, new evidence of the conformity and reality of the data provided, supporting documents, and documents proving the source of funds, source of wealth, proof of address, proof of bank account ownership or other documents. Konto.com Service Provider has the right to suspend/block or close Your account if You delay, or refuse or take no action to communicate back or to provide documents or information as requested by Konto.com Service Provider, in a certain timeframe settled through the same channels, without any further notification provided to You.

Clients will also be required to complete questionnaires enabling Konto.com Service Provider to build up a user profile that will serve for the analysis of the risks and financial comfort of the operations in which the Client engages.

No occasional transactions may be initiated on the Konto.com Exchange platform by persons who have not opened a client account nor by Clients.

The Konto.com Service Provider may at any time decide to terminate the contractual relationship with any of the clients, in which case the Client's account activity will be suspended except for the transfer of his funds (fiat or crypto assets) to another provider or personal ledger. Even this transfer to another provider of the Customer's funds may be temporarily suspended at the discretion of Konto.com Service Provider, for example in case of suspicion of committing a financial crime. Such a decision to terminate is at the discretion of the Konto.com Service Provider and will not need to be justified in any way.

A Customer will be immediately suspended or blocked from the provision of services if it is discovered that they have provided false data to the Konto.com Service Provider or attempted or carried out any type of financial crime or illegal activity on/through the Konto.com Exchange website.

## **5. ONBOARDING**

5.1. By opening Your Konto.com Account, You acknowledge, represent, warrant and confirm that:

1. You are not a citizen or resident of a sanctioned country according to the up-to-date lists of the United States (US) Office of Foreign Assets Control (OFAC), the United Nations (UN), the European Union (EU), and any EU Member State, the United Kingdom (UK) Department of Treasury, etc.;
2. You are not identified as "Specially Designated Nationals And Blocked Persons List" (SDN list) on the OFAC list of the US Department of the Treasury (<https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>) and You are not placed in the US Commerce Department's Denied Persons List;
3. You are not a citizen or resident of a country included in high-risk jurisdictions or jurisdictions under the Increased Monitoring list released by The Financial Action Task Force (FATF) (please see <http://www.fatf-gafi.org/>);

4. You are a resident of EEA or a citizen of Argentina;
5. You are not a politically exposed person (PEP), member of their family or friends, or associate of PEP as defined in the legislation on the prevention of money laundering and combating terrorism financing (AML/CTF);
6. You are at least 18 years old or of legal age to enter into contractual relations with Konto.com (whichever is later);
7. You are the exclusive beneficial and/or legal owner of any Crypto Assets (as a natural person) transferred to/from, topped up or to be topped up into Your Konto.com Account, and/or the fiat money transferred to/from Konto.com Exchange used or to be used for the purchase of Crypto Assets;
8. You are the beneficial owner of Your Konto.com Account and do not act on behalf of or represent any other natural person or legal entity;
9. You comply with all Applicable Law requirements relevant to You and to Your use of the Konto.com services, such as tax, exchange control, and registration ones;
10. You will not use our Services if any applicable laws in Your country prohibit You from doing so in accordance with these T&Cs;
11. You have read, understood, and agreed to our Privacy Policy and Cookies Policy;
12. You are the exclusive beneficial and/or legal owner of the payment methods and withdrawal methods provided;
13. You represent, warrant and undertake on a continuous basis that You shall comply with all applicable anti-bribery, anti-money laundering and counter terrorism financing laws, rules, and regulations of the United States, European Union, Argentina or any member state and any other similar laws in all applicable jurisdictions. These laws include without limitation, the currently effective or successor versions of the U.S. Foreign Corrupt Practices Act, the Criminal Justice (Corruption Offences) Act 2018, and the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010;
14. You have the appropriate training, sophistication, expertise, and knowledge necessary to make informed decisions regarding trading in digital assets and the use of Institutional Services;
15. You should not engage in actions that impose an unreasonable or disproportionately large load on Konto.com Exchange's infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to Konto.com Exchange systems that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to Konto.com Exchange systems, other Konto.com Exchange accounts, computer systems or networks connected to Konto.com Exchange systems, Konto.com Exchange Site, through password mining or any other means; use Konto.com Exchange Account information of another party to access or use the Konto.com Exchange systems, except in the case of specific Clients and/or applications which are specifically authorized by a Client to access such Client's Konto.com Exchange Account and information; or transfer Client's account access or rights to Client's account to a third party, unless by operation of law or with the express written permission of Konto.com Exchange.
16. You will not use Konto.com Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying Konto.com Services, or that could damage, disable, overburden or impair the functioning of Konto.com Services in any manner;
17. You will not use Konto.com Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other

illegal activities;

18. You will not use any robot, spider, crawler, scraper or other automated means or interface not provided by Konto.com Service Provider to access our Services or to extract data;
19. You will not use or attempt to use another user's account with or without their authorization;
20. You will not use or attempt to circumvent any content filtering techniques we employ, or attempt to access any Services that You are not authorised to access;
21. You will not develop and/or use any third-party applications that interact with our Services without our prior written consent;
22. You will not provide false, inaccurate, or misleading information; or encourage or induce any third party to engage in any of the activities prohibited under this Section;
23. You have not been previously suspended, blocked or restricted from using Konto.com Exchange Services;
24. As an individual, legal person, or other organization, you have full legal capacity and authority to agree and bind yourself to these Terms and Conditions;
25. You will promptly notify Konto.com of any changes to the information provided during the account opening process, including but not limited to changes in your residency status, contact information, or legal status;
26. You will not engage in any activity that could harm Konto.com's reputation or violate any applicable laws or regulations, including intellectual property laws, data protection laws, or any other legal rights of Konto.com or third parties;
27. You will maintain the confidentiality of Your account information, including Your username and password, and will not share this information with any unauthorized third parties;
28. You will cooperate with any investigations or audits conducted by Konto.com or any regulatory authorities, providing accurate and complete information as requested;
29. You acknowledge that Konto.com reserves the right to suspend, restrict, or terminate your account at its sole discretion if it suspects any fraudulent, illegal, or unauthorized activity, or if you violate any terms of this agreement;
30. You will regularly review and comply with all updates to Konto.com's terms and conditions, policies, and procedures as they are made available on our website or through other official communication channels.

5.2. You are not entitled to:

- (i) open more than one Konto.com Account;
- (ii) open a new Konto.com Account if we have suspended, limited, blocked or closed Your previous account;
- (iii) use or attempt to use another user's account with or without their authorization;
- (iv) create a Konto.com Account using false, misleading, or fraudulent information;
- (v) share Your Konto.com Account credentials with any other person or entity or allow any other person or entity to use Your Account;
- (vi) circumvent any technical measures or security features Konto.com has implemented to protect its platform and users;
- (vii) transfer or assign Your Konto.com Account to any third party;
- (viii) use Konto.com Services to engage in activities that violate any laws, regulations, or third-party rights, including intellectual property rights;
- (ix) manipulate or interfere with the markets for any digital asset in a manner that



could be construed as misleading or fraudulent;

(x) access Konto.com Services through unauthorized means, including but not limited to, deep linking, web crawlers, bots, spiders, scrapers, or automated/automatic systems, devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy, monitor, replicate or bypass the Website or Services;

(xi) engage in any activity that could be detrimental to the functionality or security of Konto.com Services, including distributing viruses or other harmful software;

(xii) use Konto.com Services for any unauthorized commercial purpose or for the benefit of any third party without Konto.com's express written consent;

(xiii) provide false, inaccurate, or misleading information to Konto.com or any other user of Konto.com Services;

(xiv) use Konto.com Services to engage in any form of deceptive, fraudulent, or unethical trading practices;

(xv) attempt to decompile, reverse engineer, or disassemble any software used in connection with Konto.com Services;

(xvi) use Konto.com Services to infringe upon or violate our or any third party's copyright, patent, trademark, trade secret, or other proprietary or intellectual property rights;

(xvii) act in a manner that is defamatory, libellous, threatening, or harassing while using Konto.com Services;

(xviii) use Konto.com Services to collect or harvest any personally identifiable information, including account names, from the platform;

(xix) violate or breach any other terms of this agreement or any policy referenced herein;

(xx) engage in any activity that poses a significant risk of harm to Konto.com, its operations, its reputation, or its users;

(xxi) make any back-up or archival copies of the Website or any part thereof, including disassembling or de-compilation of the Website.

5.3. When You request Konto.com Service Provider to open Your Konto.com Account, You must provide all information and/or documents requested by Konto.com Service Provider or any third party acting on its behalf so that Konto.com Service Provider can verify Your identity and validate Your funding sources and transactions. Konto.com Service Provider or any third party acting on its behalf may additionally verify the information and/or documents (provided by you) from secure databases to which You explicitly consent by entering into this Agreement. You hereby authorize Konto.com Service Provider to conduct any electronic identity verification checks on You, directly or through third parties, either at the time of entering into this Agreement or at any time thereafter. You also agree to provide true and complete information during registration.

5.4. We may refuse to open Your Konto.com Account and/or grant You access to Konto.com Exchange services. At our discretion, we may suspend, limit, block or close Your Konto.com Account without explanation. A forced closure of Your account will always occur if You engage in fraudulent activity of any kind or if Your behaviour in relation to Konto.com Service Provider is inappropriate, for T&C, policies and procedures violation/circumvention or if Konto.com Service Provider does not tolerate the risk generated by Your activity on Konto.com Exchange.

5.5. You hereby represent and warrant that all the information You provide Konto.com Service Provider with is complete, valid, accurate, and up-to-date at all times. If there are

any changes in this information, You have to notify Konto.com Service Provider and send Konto.com Service Provider accurate information without any delay.

5.6. When and/or if at any point Konto.com Service Provider needs to verify that the information it has about You is complete, accurate, and up-to-date, Konto.com Service Provider will contact You and request that You either provide more information or that You go through the verification process all over again. If You do not complete all the necessary steps, or if You fail to provide Konto.com Service Provider with up-to-date information, Konto.com Service Provider will not be able to provide You with the Konto.com Services and will not be responsible for any losses You incur as a result thereof.

5.7. You hereby undertake to obtain all necessary hardware, as well as to install all necessary software, including security and antivirus, for Your use of the Konto.com Services in accordance with these T&Cs. You are solely responsible for keeping Your device safe and maintaining adequate security and control of Your username and password and shall be solely responsible for any access to and use of the Konto.com Services through Your device, regardless of whether such access may have been made without Your knowledge, authority or consent. If You suspect unauthorized access to your account, immediately change your password and contact support. We will not be liable to You for any loss or damage resulting from such use. In case Your device has been lost or stolen or has been accessed or used in an unauthorized manner, You shall notify Konto.com Service Provider of this, and if the device has been accessed or used in an unauthorized manner, You shall, as soon as possible, reset the password.

5.8. Konto.com Service Provider shall not have any liability, obligation, or responsibility whatsoever for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect Client's computer or other equipment, or any phishing, spoofing or other attacks unless such damage or interruption directly resulted from the Konto.com Service Provider's proven gross negligence, fraud, or willful misconduct. Client agrees to access and use its Konto.com Exchange Account through the Konto.com Exchange website to review any Orders, deposits, withdrawals, or required actions to confirm the authenticity of any communication or notice from the Konto.com Service Provider.

## 6. Privacy Notice

Please refer to our **Privacy Notice** for information about how we collect, use, and share Your information.

We can only provide the Konto.com Exchange Services once we have collected Your Personal Data.

By using the Konto.com Exchange Services, You give Konto.com Service Provider Your consent to gather, process, and store Your Personal Data for the purpose of providing You with the Services, and declare, acknowledge, and confirm that You have read our Privacy Policy and Cookies Policy and agree thereto. You can withdraw Your consent by closing Your Konto.com Account. If You do this, we will stop using Your Personal Data for declared purposes, but we may need to keep Your Personal Data when required by any Applicable Law.

We reserve the right, at any time, to verify Your Personal Data for anti-money laundering and counter-terrorist financing purposes.



## 7. General Rights & Obligations

### 7.1. Rights

The Konto.com Service Provider is entitled to review the results of transactions in the event of detecting failures/non-performances of the software which provoked delays in ratings, incorrect listings, or any other negative consequences for the service provider. The Konto.com Service Provider has the right to cancel Your order or instruction and the implied consequences (whether the result was a profit or a loss for You) immediately after detecting an obvious error, a software error, an inadequate operation of the Konto.com Exchange, or whenever inadequate transaction behavior or a non-compliant use of the Konto.com Exchange by You are detected. The Konto.com Service Provider is not responsible for any loss incurred by You due to such cancellation.

The Konto.com Service Provider is entitled to deny the rendering of services to the Client, and deny the Client access to its services, if the Client fails to take responsibility or fails to comply with the T&Cs, as well as immediately after detecting an obvious error, a software error, or whenever an inadequate trading behavior, as well as in all other circumstances specified in this Agreement.

The Konto.com Service Provider is entitled to ask You to provide additional information or details regarding the source of the funds before operating the amount of available funds (in total or partially), as well as documents proving the origin and the traceability of the money. In the absence of this information/documents, the service provider is entitled to refuse to conclude the transaction or to continue to provide services to you.

The Konto.com Service Provider has the right not to pay the amounts received by You in the Konto.com Account if the Konto.com Service Provider identifies a situation of breach of contractual provisions by you, has identified a possible software error or obvious error, the platform fails to operate normally, or You have demonstrated an inadequate behavior or non-compliant use of the platform, as well as in all other circumstances provided by the law.

The Konto.com Service Provider has the right to maintain the user's transactions in unsettled status. Bank transfer deposits/withdrawals of funds are carried out in four banking days and depending on bank processing rules, except for cases where additional documents/information have been requested according to T&C, the law or the requests of the competent institutions/authorities, in which case the deadline can be automatically extended until the requested documents/information are obtained from the Client, but not more than 30 calendar days.

The Konto.com Service Provider has the right to block Your Konto.com Account if a situation of abuse on the platform or obvious errors has been identified.

The Konto.com Service Provider has the right to set minimum withdrawal limits and cooldown periods.

Konto.com Service Provider reserves the right to implement and use a dynamic cooldown period before allowing Clients to initiate withdrawals of either digital assets or fiat money to external wallets/accounts.

The cooldown period may vary based on factors determined by the Konto.com Service Provider, including but not limited to account age, activity, security considerations, and regulatory requirements. By using the Konto.com Exchange, Clients acknowledge and agree to the implementation and use of a dynamic cooldown period as outlined in these T&Cs.

Clients understand that the cooldown period may be subject to change at the Konto.com Service Provider discretion, and such changes may be communicated through appropriate channels.

The cooldown period is implemented to enhance security measures, prevent unauthorised

access, mitigate the risk of fraudulent activities, and comply with regulatory requirements. The Konto.com Service Provider reserves the right to modify or remove the cooldown period without prior notice.

The Konto.com Service Provider may, at its discretion, apply the cooldown period selectively to specific Users/Clients or transactions based on risk assessments and security considerations.

The cooldown period can be placed after the Client has created a fully-fledged account and deposited funds on it. The standard minimum cooldown period is 24hrs. However, this could be modified.

During the cooldown period, Clients cannot withdraw digital currency or fiat money.

The Konto.com Service Provider has the right to add new digital assets on the Konto.com Exchange and to suspend and/or eliminate any crypto assets, instruments, services, products, features or sections from the Konto.com Exchange.

The Konto.com Service Provider has the right to deny closure of the account, at the Client's request, when a breach of contractual provisions or the legal provisions in force is detected until such a situation has been clarified.

The Konto.com Service Provider has the right to reject any deposit/withdrawal of funds (fiat and/or crypto) from the Konto.com Exchange Account and to suspend/close, as the case may be, the Customer's account if the information and/or documents requested to prevent money laundering and terrorism financing are not conveyed within five days from the time they were requested. If any orders are placed, The Konto.com Service Provider has the right to cancel them.

The Konto.com Service Provider has the right to request annually, or whenever it deems necessary, any information and/or documents confirming the Customer's identity, and if in five working days and not after the expiration date of the document, the Konto.com Service Provider does not receive the respective documents, the Konto.com Service Provider has the right to suspend the account indefinitely, until the data update or until the Customer supplies the required documents. Konto.com Service Provider has the right to conduct due diligence to verify accounts and transactions as part of the document validation procedure.

## **7.2. Obligations**

This section applies to:

- (i) all trades completed via the Konto.com Service Provider;
- (ii) Your purchase, swap, and/or sale of crypto assets via the Konto.com Services;
- (iii) any transaction in which You load funds (crypto assets or fiat money) into Your Konto.com Account;
- (iv) transfer funds from Your Konto.com Account into an External Account;
- (v) Your Konto.com Account.

**Conditions and Restrictions.** We may, at any time and in our sole discretion, refuse any trade submitted via the Konto.com Services, impose limits on the trade amount permitted via the Konto.com Services or impose any other conditions or restrictions upon Your use of the Konto.com Services for funding Your Konto.com Account or for trading without prior notice. For example, we may limit the number of open orders that You may establish via the Konto.com Services, or we may restrict trades from specific locations.

You may not hold more than one Konto.com Account and You cannot maintain and/or acquire another Konto.com Account.

**Accuracy of Information.** You must provide any information required when creating a Konto.com Account or when prompted by any screen displayed within the Konto.com Services. You represent and warrant that any information You provide via the Konto.com Services is accurate and complete and that you have legal documents to prove it.



**Cancellations.** You may cancel an order initiated through the Konto.com Services only if such cancellation occurs before the Konto.com Service Provider executes the transaction. Once Your order has been executed, You may not change, withdraw or cancel Your authorization for Your Konto.com Service Provider to complete such a transaction. If an order has been partially executed, You may cancel the remainder unexecuted unless the order relates to a transaction at the exchange rate. We reserve the right to refuse any cancellation request associated with an order at the exchange rate once You have submitted such an order. Unlike orders with price negotiation, all trades at the exchange price are irreversible once initiated. Although we may, in our sole discretion, cancel a trade-in certain extraordinary circumstances, a client does not have the right to cancel a trade.

**Payment methods.** Only valid payment methods may be used in relation with Konto.com Exchange or its third parties, as applicable. By making any type of transfer You represent and warrant that

- (a) you are authorised to use the designated payment method;
- (b) you are the owner and beneficial owner of the designated payment method; and
- (c) you authorise us, or our payment processor, to charge your designated payment method.

If the payment method you designate cannot be verified, is invalid or is otherwise not acceptable, your transfer may be suspended or cancelled automatically. You agree to resolve any problems we encounter in relation to your payment method.

**Insufficient funds.** Suppose You have insufficient funds in Your Konto.com Account to complete an order via the Konto.com Services. In that case, we may cancel the entire order or may fulfil a partial order using the amount of funds currently available in Your Konto.com Account, less any fees owed to the Konto.com Service Provider in connection with our execution of the trade.

**Taxes.** It is Your responsibility to determine what, if any, taxes apply to the trades You complete via the Konto.com Services, and it is Your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Konto.com Service Provider is not responsible for determining whether taxes apply to Your trades or for collecting, reporting, withholding, or remitting any taxes arising from any trades.

**The use of Konto.com Exchange services.** You are responsible for determining whether the use of any of the Konto.com Exchange services is legal in Your jurisdiction, and You shall not use these Konto.com Exchange services should such use be illegal in Your jurisdiction. If You are uncertain, please seek independent legal advice.

### 7.3. Campaigns

In the event that a user participating in the demo version receives a bonus as part of a promotional campaign, it is understood that the bonus may be subject to removal at any time and at Our sole discretion should the user fail to successfully complete the Know Your Customer (KYC) verification process within the stipulated timeframe (respectively 24 hours since creating a Konto.com account) and becomes a Konto.com customer. Failure to secure the bonus with a verified KYC may result in the immediate removal of the bonus and any associated benefits. By participating in the promotional campaign and receiving the bonus, the user acknowledges and agrees to comply with the KYC requirements. The Konto.com Service Provider reserves the right to enforce this provision and takes necessary actions in accordance with its internal policies and regulatory obligations.

Please review the details on each campaign by visiting the Campaigns page [here](#).

## 7.4. Staking

**Staking in Name Only.** Staking in Name Only (SINO) pertains to the practice of token staking without active engagement in network validation or maintenance processes. By participating in SINO You acknowledge that Your contributions do not substantively enhance the security or functionality of a network. It is understood that users engaging in SINO may be ineligible for rewards or benefits typically associated with native/active or other types of staking participation. Any instances of fraudulent or deceptive behaviour aimed at manipulating the staking system through SINO may incur penalties, including, but not limited to, the forfeiture of staked tokens and the suspension or termination of associated services. Users are advised to engage in staking activities in good faith and to adhere to these Terms and Conditions.

Konto.com Service Provider may offer an "earn" or "staking" program where users lock up specific cryptocurrencies to earn rewards on spot or over time. During the lock-up period, staked tokens are inaccessible and restricted from being swapped, withdrawn or transferred. The length of time for which tokens are locked up can vary from project to project. The staking lock-up period is a mechanism designed to incentivize Clients participation. Where applicable breaking the lock-up period or attempting to withdraw staked tokens prematurely may result in penalties, such as losing a portion of the staked tokens or forfeiting earned rewards. Konto.com Service Provider reserves the right to suspend or terminate at any time and without notice any SINO lock-down period or project and You acknowledge and agree that any losses due to suspension or termination of the SINO project or lock-down period cannot be held against Konto.com Service Provider.

"Staking in Name Only" (SINO) - You acknowledge and agree that SINO is a co-opted word, completely separated from proof-of-stake or other staking services, describing a program presented by Konto.com Service Provider that is not genuine staking but rather an opportunity to participate in reward-generating activities, where Your direct involvement in blockchain consensus processes or network security is absent. The rewards generated from these activities follow a lock-up period and each campaign's rules. It is crucial to note that SINO activities do not directly support the operational or security mechanisms of blockchain networks and are not yield farming, lending, revenue-generating etc. activities.

## 7.5. Send-Receive Referral System

The send-receive referral crypto system incentivizes users to refer others to join the Konto.com Exchange platform.

**Referral Link or Code:** Clients can send crypto to both users or non-users of Konto.com Exchange using a unique referral link or code offered by the Konto.com Service Provider. This link or code is used to track referrals back to the user who shared it.

**Sharing Referral Links:** Users are encouraged to share their referral links with others through various channels such as social media, email, or personal contacts.

**Referral Registration:** When someone new creates a fully fledged account on the Konto.com platform using a referral link or code, the system identifies the referring user based on the unique identifier embedded in the link or code.

**Reward Structure:** The referral system typically offers rewards to the referrer. These rewards can vary depending on the project but could include bonuses, discounts, or a percentage of transaction fees.

**Referrer Rewards:** The user who referred someone to the platform receives a reward when the referee completes certain actions, such as signing up, making a deposit, or completing a transaction. The reward may be credited to the referrer's account or wallet.

By participating in the Konto.com Service Provider referral program, you agree that the referral program allows users to earn rewards by referring others to join the platform, that rewards may vary and are subject to change at Konto.com Service Provider discretion and that the links or codes used are time limited. The link or code expiration varies from project to project. Konto.com Service Provider reserves the right to modify, suspend, or terminate the referral program at any time without prior notice. Participation in the referral program constitutes acceptance of these terms and conditions and any subsequent changes or updates.

## **7.6. Customer Referral Program**

The Customer Referral Program is an incentive-based initiative established by Konto.com Service Provider to reward existing users ("Referrers") for introducing new or existing users ("Referees") to the Konto.com Exchange and/or its programs, campaigns, activities, features etc. Under the Customer Referral Program, Referrers share unique referral links with potential Referees. The link created between the Referrers and the Referees is unique, irreversible and permanent. When Referees use these links to meet specified criteria, the Referrers earn rewards. These rewards may include bonuses, or other incentives as outlined by Konto.com. The Customer Referral Program is governed by these Terms and Conditions designed to ensure fair and lawful participation, prevent fraudulent activities, and comply with applicable regulations.

By participating in the Customer Referral Program, you agree to comply with and be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you must not participate in the Customer Referral Program.

### **Eligibility**

**Participants:** The Customer Referral Program is open to all registered users of the Konto.com Exchange who have an active account in good standing.

**Referrals:** The referred individuals ("Referees") must:

- Register an account with the Konto.com Exchange in case You never registered with Konto.com Exchange ever before.
- Meet the minimum requirements set forth by the Konto.com Exchange for new accounts or existing accounts, including but not limited to Know Your Customer (KYC) verification.

### **How to Participate**

**Referral Link:** To participate, the Referrer must share their unique referral link with potential Referees.

**Sign-Up:** Referees that are new to the Konto.com Exchange must use the referral link to sign up for an account on the Konto.com Exchange and complete the required registration process.

**Reward Qualification:** The Referrer will qualify for a referral reward only if the Referee completes the necessary steps and meets any specified conditions, such as a minimum deposit or trade volume. The Referrer will not receive any rewards in case of account suspension/blocked, if the Referee is suspended/blocked or if there are any suspicions of activities not in compliance with these Terms and Conditions.

### **Referral Rewards**

**Reward Structure:** The specific rewards for Referrers will be detailed on the Konto.com Exchange.

**Payout:** Referral rewards will be credited to the Referrer's account within a specified timeframe after the Referee meets all qualifying conditions.

**Reward Limitations:** The Konto.com Service Provider reserves the right to cap the number of referrals per Referrer and to modify without any notice the reward structure at any time. Acting contrary to this agreement in any manner or under any circumstances will be considered a material breach of these T&C and may result in suspension, block and/or closure of Your Account. Additionally, if you breach any clause, We may withhold any referral payments relating to a Referral Program.

**Prohibited Activities:**

Referrers must not:

- Engage in spamming or sending unsolicited communications.
- Create fake accounts or engage in fraudulent activities to manipulate the Customer Referral Program.
- Send referral links to themselves and/or create multiple Accounts.
- Misrepresent the nature of the referral relationship or the benefits of the Konto.com Exchange.

All participants must comply with applicable laws and regulations, including but not limited to anti-money laundering (AML) and Know Your Customer (KYC) requirements.

Konto.com Service Provider reserves the right to modify, suspend, or terminate the Customer Referral Program at any time without prior notice. Changes may include, but are not limited to, altering the reward structure, eligibility criteria, and payout conditions.

The Konto.com Service Provider may, at its sole discretion, adjust the amount or nature of rewards, impose additional conditions, or withhold rewards if it determines that any activity in connection with the Customer Referral Program is abusive, fraudulent, or violates these Terms and Conditions.

Participation in the Customer Referral Program does not entitle the participant to any benefits beyond those explicitly outlined in these Terms and Conditions and the Customer Referral Program details on the Konto.com Exchange's website.

Users are solely responsible for ensuring that their participation in the Program complies with all applicable laws and regulations. Participants agree to indemnify, defend, and hold harmless the Konto.com Service Provider and its affiliates from any claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from their participation in the Program.

## **7.7. Games**

Access to Games and gaming features requires a valid gaming pass ("Gaming Pass"). The Gaming Pass cannot be purchased through our platform using designated cryptocurrencies or fiat, it can be rewarded/granted through the methods indicated. Each Gaming Pass is personal and non-transferable. It can only be used by the account holder who purchased it. The Gaming Pass is valid for a limited period as indicated at the time of activation of the respective Gaming Pass. Expired Gaming Passes cannot be used to access the Games. You agree to use the Games only for lawful purposes and in accordance with these T&C. All games, content, and rewards provided through the Games are for entertainment purposes only. We reserve the right to modify, suspend, or terminate any game or gaming feature at our discretion without prior notice. Any in-game rewards or achievements earned through the Games may or may not have real-world monetary value, depending on the game, however may be exchanged for other assets within the platform unless explicitly stated.

You represent and state that Konto.com Service Provider owns the right to use Your alias in marketing and promotional material, including but not limited to: leaderboards, newsletters, social media posts.



## 7.8. KONTO WIN

KontoWin is a marketing platform that offers a selective range of entertainment and skill games for those who are looking for thrills and fun seekers and real wins! KontoWin is a platform intended exclusively for Konto.com users.

The only way to enter and play on KontoWin is through bonuses received exclusively on Konto.com for legally registered users who have successfully passed KYC. For clarity, the game fee does not consist of money but of digital points that cannot be bought, but only gained as a bonus/gift received from KontoWin for activity on the platform. KontoWin games do not necessarily require a gaming pass, but access may be restricted, and only those who hold digital points received free of charge as a bonus for the customer's activity on the Konto.com platform can be accepted.

The digital points initially received as a bonus will never be able to be transformed into money or crypto-assets, they only have the role of ensuring access and activity in the KontoWin platform. Activity in KontoWin may lead to the earning of digital points or the loss of digital points. Access to KontoWin and playing games from this platform is provided to interested parties as long as they hold digital points or until they consciously and actively withdraw from the KontoWin platform by selecting the "Withdraw from KontoWin" option. Only at the time of withdrawal from the platform will the applicant be entitled to rewards for digital points that exceed the digital points received as an initial bonus. After the withdrawal, access to KontoWin platform games will be possible for the same person only if he receives a new bonus (initial digital points) that cannot be purchased but only received as a gift related to the activity in Konto.com.

Each game has a specific set of Game Modes that represent different entry levels and come with different rules regarding the possibility of earning or losing additional digital points. You acknowledge that certain games on KontoWIN are 1 vs. 1 player matches. These games will have one winner, determined by the game rules. The winner of these games is eligible for a reward consisting of new digital points as specified by KontoWIN. Reward wins and losses of digital points are subject to the terms and conditions of the platform and may vary depending on game type, stake, or other factors. You agree to compete fairly and understand that any manipulation or unfair advantage may result in loss of wins and account termination. Players will be matched with opponents based on availability or other criteria set by KontoWIN. A match can be opened either by starting a new game or by joining an open lobby. Players may be required to use an entry fee (from bonuses received) to participate in 1-vs-1 games. These so-called entry fees are non-refundable and represent a consumption of digital points. These entry fees may be refunded if the match is not completed within 24 hours.

Any form of cheating, exploitation of game mechanics or unsportsmanlike conduct is strictly prohibited and may result in disqualification, loss of rewards or account suspension.

The Group reserves the right to change the game rules, rewards or any other related features at its sole discretion.

Rewards is Digital Game Points for winning a 1-vs-1 game will be credited to the winner's account. Rewards is Digital Game Points may be subject to account verification and compliance with all applicable terms.

The KontoWin platform is fully supported and guaranteed by Konto.com.

## **8. Konto.com Account funds**

**Funding Your Konto.com Account.** To complete an order or trade via the Konto.com Services, You must first load funds to Your Konto.com Account using one of the approved External Accounts identified via the Services. Konto.com Exchange is entitled to check whether You control the external account You use to upload funds to Your Konto.com Account, in which case You are obliged to provide the requested documents and information. You may be charged fees by the External Account You use to fund Your Konto.com Account. Your Konto.com Service Provider is not responsible for any External Account fees or for the management and security of any External Account. You are solely responsible for Your use of any External Account. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and Your Konto.com Service Provider makes no guarantee regarding the amount of time it may take to load funds into Your Konto.com Account.

The relationship between You and Konto.com Service Provider is based on a supply agreement. Konto.com Service Provider provides You with crypto assets against payment in fiat money. Loading Your account means, in effect, an advance payment into Konto.com Service Provider's bank account of the price of the crypto assets that will be provided to You based on firm orders that You subsequently place. Fiat advances will be evidenced in Your account by a numerical representation of the money paid to the Konto.com Account so that You will always be informed about the balance of unused advances for the supply of crypto-assets. The amount shown in Your account does not mean that You are depositing fiat money into a bank or similar account opened by the Konto.com Service Provider for the safekeeping of Your money, nor that Konto.com Service Provider would temporarily hold Your money, but means that You are making an advance payment for goods under a commercial contract. In Your account, You will find information about the advances You have paid to the Konto.com Service Provider under the supply contract and which You have not yet used for the purchase of cryptocurrencies or the payment of fees. Payment of a deposit to the Konto.com Service Provider means the advance payment You make under the supply contract, and from these advances, the crypto assets You order for purchase under separate orders will be settled, separate orders that You will launch on the Konto.com Exchange platform when You wish to do so. At any time, You may request Konto.com Service Provider to withdraw the balance of the advances You have not used to purchase crypto assets. However, Your balance cannot be used directly by You for payment to third parties (as You could do in the case of accounts opened with banks or Electronic Money Institutions (EMIs)) but can only be refunded to you at the original payment method.

All sales and purchases of cryptocurrencies or any other Digital assets done with any payment method are final. Konto.com Service Provider does not accept any returns or

provide refunds for Your purchases of cryptocurrencies or any other Digital assets.

Wallet load card payments will be completed within 24 hours (from the moment when the payment was considered successful by the payment services provider to the moment Your wallet displays the transfer amount), this being strictly related to the load of the account (Add Funds section), the above mentioned period for any conversion or subsequent purchase will be unrelated to the original card transaction. This does not apply to direct purchases of cryptocurrency.

You declare and warrant that the funds, which You have topped up or will top up in Your Konto.com Account, are not derived from money laundering, terrorist financing, fraud, or any other illegal or criminal activity under any Applicable Law in the respective jurisdiction. Moreover, You declare that You own and You are the beneficial owner of the card, bank account, or wallet address.

Card payment methods from the following countries are not accepted: AR(Argentina), BD(Bangladesh), CL(Chile), CO(Colombia), EG(Egypt), IN(India), MX(Mexico), US(United States).

#### **Funding with fiat.**

In case You are a client of Rondo Services Sp. Z.O.O and You choose to fund with fiat (either Your Konto.com Account or to buy digital assets) You agree that Your transfers are processed by third parties in relation to Rondo Services Sp. Z.O.O. (registration number: REGON 521837068, VAT code NIP: 7011084926) having its registered office at Ul. Hoza 86 / 210, 00-682 Warszawa, Poland and that Rondo Services Sp. Z.O.O. shall work in collaboration with regulated card-acquiring partners and payment processors to offer such services.

#### **Funding with Shiro (SHRO).**

Konto.com Service Provider has partnered with CryptoMaster.com. If You are a user of CryptoMaster.com you may potentially benefit from the incentives offered based on this partnership.

When you open a demo account with Konto.com Exchange the SHRO displaying in your demo account is considered a digital representation of crypto assets that are purely fictional and have no legal bearing for Konto.com Service Provider. Therefore the SHRO displayed on a demo account can be temporary and may be removed without any notification to You.

To secure the SHRO displayed on your demo account you must create an account with Konto.com Exchange. The secured SHRO can be temporary as well and may be removed without any notification to You.

To actually benefit from the SHRO displayed in your demo account, respectively to deposit SHRO into your wallet, You must verify your identity and undergo any/all verification steps required by Konto.com Service Provider in order to become a Client of Konto.com Service Provider.

After you become a Konto.com Exchange client you will be able to convert your SHRO into fiat/crypto once this option becomes available.

If any SHRO transfer/transaction between CryptoMaster.com and Konto.com Exchange or related to SHRO in any way is partially or in total lost/missing/inaccurate/declined/refused etc. You understand and agree that Konto.com Service Provider shall not be liable nor responsible for any such situations.

#### **Currency in which advance payments are made to Konto.com Service Provider - Konto.com Exchange.**

You can pay advances in EUR, USD, or RON to Konto.com Exchange from Your personal external account with a financial institution.

When the transfer from Your external account is confirmed (the money credits Konto.com Service Provider), an equal digital number of EUR, USD, or RON will appear in Your Konto.com Exchange Account, depending on the currency You deposit and the fees applied by Your provider. Your balance can be withdrawn by you. Withdrawal by You of part or all of the available amounts/your balance is a payment made by Konto.com Service Provider to you, based on Your express order, and is subject to fees as they are announced. Such payment is accepted only to the extent of the available/unused balance of the prepaid amounts.

Advances paid by You to Konto.com Service Provider are represented in Your account for accounting purposes in EUR, USD, and RON and may be used by You only for the purchase of cryptocurrencies at the rate displayed by Konto.com Exchange.

**About the funds held in Your Konto.com Account** - Please note that deposits transferred to Your Konto.com Account are exclusively for the purchase of crypto assets or withdrawal to Your approved external account and are shown as EUR, USD, or RON as appropriate (depending on the currency transferred). Proceeds from the sale of cryptocurrencies will be credited to Your account as EUR, USD, or RON, less any transaction or other fees. In addition, please note that Konto.com Exchange does not pay interest on balances of crypto-assets (including EUR, USD, or RON) held in Your account (if not otherwise stipulated in these T&Cs).

**About Your Konto.com Account** - Please note that amounts paid in advance to Konto.com Service Provider and represented as such in Your Konto.com Exchange Account are intended solely for the purchase of crypto assets or withdrawal to Your approved external account and are shown as EUR, USD, or RON, as appropriate (depending on the currency transferred).

Through Konto.com Exchange, You can buy crypto assets from the supported cryptocurrencies. In this case, the amounts due to the Client for cryptocurrencies sold to Konto.com Service Provider will be amounts owed by Konto.com Service Provider to the Client, increasing the Client's balance with Konto.com Service Provider and may be used by the Client for subsequent purchases by the Client of other cryptocurrencies or for withdrawals. Proceeds from the sale of cryptocurrencies will also be represented in Your account as EUR, USD, or RON, less any transaction or other fees. In addition, please note that Konto.com Exchange does not pay interest on cryptocurrency balances (including EUR, USD, or RON) held in Your account (if not otherwise stipulated in these T&Cs).

## **9. Withdrawals (transfer of funds to an external account).**

Provided that the balance of funds in Your Konto.com Account is greater than any minimum balance required to satisfy all orders placed by You at that time, You may transfer any amount of funds, up to the total amount of funds in Your Konto.com Account in excess of the minimum balance required, from Your Konto.com Exchange Account to an external account. You expressly accept that no withdrawal will be possible if the amount is less than EUR30.

You can withdraw money from Your Konto.com Exchange Account at any time up to the limit of the EUR, USD, and RON units You hold. The time in which Your external bank account will be credited with the withdrawn amounts depends only on the time required for the payment systems used.

It is possible to transfer crypto assets from Your Konto.com Exchange Account to an External Account owned by You.

The minimum accepted fiat deposit is EUR20.

The accepted daily withdrawal limit for fiat is between EUR30 to EUR3,000.

**Load/Transfer Authorization.** When You request that we load funds into Your Konto.com Account from Your External Account or request that we transfer funds to Your External Account from Your Konto.com Account, You authorize Konto.com Service Provider to execute such transaction via the Konto.com Services.

**Rejected Transactions.** In some cases, the External Account may reject Your funds or may otherwise be unavailable to receive Your funds. You agree that You will not hold Konto.com Service Provider liable for any damages or losses resulting from such rejected transactions.

Konto.com Service Provider has the right, at any time and in our sole discretion, to halt withdrawals upon certain events like market volatility, network congestion, the collapse of a digital token, etc.

**Additional benefits in crypto assets.** You remain the lawful and beneficial owner of any Additional benefits (e.g., staking) in crypto assets in Your Konto.com Account and the owner of additional assets resulting from any applicable option offered by Konto.com Exchange related to holding crypto assets in the Konto.com Account for a fixed term provided. However, Konto.com Service Provider has no obligation to offer such an option or to support any particular option. Options remain in all instances subject to the T&Cs.

## 10. Limitation of liability

***In order to ensure Your protection, please be informed about the characteristics, functions and risks of Virtual Currencies You intend to purchase.***

This platform (Website and app), the services, materials, and any product, service, or other item provided by or on behalf of Konto.com Exchange is provided "as is" and "as available," with all faults, and Konto.com Service Provider makes no express or implied representations or warranties, of any kind related to this platform or the materials contained on this Website or App. Additionally, nothing contained on this platform shall be construed as providing consultation or advice to you. You will make Your own independent decision on how to use any information contained in this disclosure based on Your own judgement and advice from advisers as You deem necessary.

Virtual currency is a digital representation of value that functions as a medium of exchange, a unit of account, or a store of value, but it does not have legal tender status. Virtual Currencies are sometimes exchanged for other currencies worldwide, but they are not currently backed nor supported by any government or central bank. Their value is ultimately derived by market forces of supply and demand, and they are more volatile than traditional fiat currencies.

You should be aware that Your decisions regarding crypto assets and buying or selling crypto assets can bring You both benefits and losses due to the market's volatility, and all the consequences of these transactions are reflected solely on you. You acknowledge and agree that You shall access and use the Konto.com Service Provider's services and Konto.com Exchange at Your own risk.

Your Konto.com Service Provider cannot be held liable for these consequences under any circumstances. You are also solely responsible for the accuracy of the data submitted and

the correct content of the order or transaction initiated by you.

Please do not use Konto.com Service Provider's services if You do not understand these risks and only enter into transactions when You understand the trading option You are using, the characteristics of the Virtual Currency You intend to trade, and the potential financial risk involved in trading them. You should carefully consider whether such trading is suitable for You in light of Your circumstances and financial resources.

The nature of Crypto Assets may lead to an increased risk of fraud or cyberattacks, and any losses due to fraudulent or accidental transactions will likely not be recoverable.

In no event shall Cryptoro Ou, its subsidiaries, and its branches or the affiliates of the Cryptoro Ou group, Your Konto.com Service Provider, nor any of its officers, directors, and employees be liable to You for anything arising out of or in connection with Your use of this Website and the services provided here and shall not be liable for any indirect, consequential or special damages arising out of or in any way connected with Your use of this platform (Website and app) and/or Your use/transfer of crypto-assets.

Cryptoro OU, its subsidiaries, and its branches or the affiliates of the Cryptoro OU group, Your Konto.com Service Provider, does not offer warranties about profits and herewith warn You of the associated risks.

Furthermore, You acknowledge and agree that:

- 1) Any interruption, delay, suspension, or malfunction of the platform, regardless of the reason, shall not render Konto.com Service Provider liable for any loss or damage incurred by You.
- 2) Konto.com Service Provider shall not be liable for any losses or damages arising from the unauthorized access to, or alteration of, Your transmissions or data, any material or data sent or received, or not sent or received.
- 3) Konto.com Service Provider shall not be responsible for any loss or damage caused, directly or indirectly, by any events beyond our reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, changes in law, regulations, embargoes, strikes, or other labor disputes, electrical, internet, or telecommunication failures, or other disasters.
- 4) Konto.com Service Provider shall not be liable for any loss resulting from a cause over which we do not have direct control, including but not limited to the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions.
- 5) Konto.com Service Provider makes no warranty that the platform or any services provided will meet Your requirements or expectations, will be uninterrupted, timely, secure, or error-free, or that any defects will be corrected.
- 6) Konto.com Service Provider shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from the use or inability to use the platform or services.
- 7) You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Konto.com Service Provider's services is done at Your own discretion and risk and that You will be solely responsible for any damage to Your computer system or loss of data that results from the download of such material and/or data.
- 8) Konto.com Service Provider is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledge that the services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.



- 9) No advice or information, whether oral or written, obtained by You from Konto.com Service Provider or through or from the services shall create any warranty not expressly stated in these terms.

## **11. Indemnification**

You hereby indemnify to the fullest extent the Konto.com Service Provider from and against any and all liabilities, costs, claims, causes of action, damages, and expenses (including reasonable attorneys' fees) arising out of or relating in any way to Your breach of any of the provisions of these T&Cs.

## **12. Consent to communication:**

You expressly consent to the use by the Konto.com Service Provider of Your mobile phone number and/or email address for the purpose of providing You with any information and sending You messages and notices in relation to our contractual relationships and Konto.com Service Provider.

For compliance and monitoring purposes, Client authorizes Konto.com Service Provider at its sole discretion to record conversations between the Konto.com Service Provider and Client or its Authorised Representatives relating to the Konto.com Exchange Account.

## **13. Partial invalidity**

If any provision of these T&Cs is found to be unenforceable or invalid under any applicable law, such enforceability or invalidity shall not render these T&Cs unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## **14. Variation of T&Cs.**

Konto.com Service Provider is authorized to revise these T&Cs at any time as it deems necessary. You are required to review and revise the T&Cs on a regular basis to ensure that You are aware, up to date, of all T&Cs governing Your use of this Website and the services provided through it. Your continued use of the Website and services after a review of the T&Cs means You accept them and agree to receive the services on the basis of the updated T&Cs.

## **15. Assignment.**

Konto.com Service Provider shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these T&Cs without any notification or consent required. However, You shall not be permitted to assign, transfer, or subcontract any of Your rights and/or obligations under these T&Cs.

## **16. Entire Agreement.**

These T&Cs, including Specific T&Cs and any limitations of liability contained on this

Website, constitute the entire Agreement between Konto.com Service Provider and You in connection with Your use of this Website and the services provided through it and supersede all prior agreements and understandings with respect thereto. By proactively accepting these T&Cs, You represent that You have read the T&Cs in their entirety, that You understand the meaning of the T&Cs, and that You have expressly accepted all terms, including non-unusual terms.

## **17. Announcements. Electronic communications.**

Any notice required or given under these T&Cs by Konto.com Service Provider to the Customer shall be deemed validly received when addressed to the last email address, postal address, or telephone number used by the Customer. In addition, we may provide notices by posting on the Konto.com Exchange Platform.

Any notice requested or made under these T&Cs by the Client to Konto.com Service Provider shall be made only by email in English at support@konto.com.

Your feedback, questions, or complaints may be submitted to Konto.com Service Provider by email in English at support@konto.com or through other communication channels indicated by Konto.com Service Provider on the Konto.com Exchange Platform. We will do our best to respond to You as soon as possible. However, for more complicated issues, it may take up to 20 days for Konto.com Service Provider to respond to you. We will not be liable for any loss or damage incurred during this period.

You are fully responsible for the security and authenticity of all instructions sent via the Konto.com Exchange Platform, and You will be bound by all such instructions. We will assume that all instructions received from Your Konto.com Exchange Account originate from You and will not be obliged to verify this.

You accept the risk that Your instructions and information may not be protected from unauthorized access when transmitted via the Konto.com Exchange Platform, being transmitted over the Internet.

Any instructions sent to Konto.com Service Provider will only be deemed to have been received by Konto.com Service Provider when we have successfully retrieved them from the relevant system and duly informed You of their receipt.

You agree that, to the extent there are terms in Your local jurisdiction governing the time and place of sending and receiving electronic communications, these terms will not apply to Your use of the Konto.com Exchange Platform.

You acknowledge and agree that in the event of any dispute arising in connection with Your use of the Konto.com Exchange Platform, our records relating to all matters relating to Your use of the Konto.com Exchange Platform and the Konto.com Service Provider's services as of a particular date shall be binding upon You for all claims and purposes whatsoever. You further agree to the admissibility of all such records and documents without further proof of authenticity or accuracy before a court of law or similar institution under any applicable law.

Before initiating any dispute, the complaining party is obligated to submit a formal complaint to the other party, and the parties will attempt to resolve the dispute through negotiation and mutual concessions. If You have a complaint, contact our support team first. We aim to resolve disputes amicably before they reach litigation. The deadline for responding to a formal complaint is 30 days. If, although a formal complaint has been lodged, the other party does not respond within 30 days or, although it has responded within the time limit, the parties do not reach an amicable settlement, the dissatisfied party may apply to the body competent to settle the dispute.

A question, remark, or wish of the Customer will not be treated as a complaint and should be forwarded to the customer support service for resolution.

You consent to first contact our support team to try to resolve any issues You may be having with Konto.com Service Provider. You and we agree to use the complaints procedure if our support team is unable to fix the issue. You consent to use this procedure before pursuing legal action.

We reserve the right to request that Your action or application be dismissed by the appropriate court or authority if You do not follow the instructions in this section before filing a lawsuit, unless and until You do the following: If You have a complaint that Konto.com Service Provider Support has not been able to handle, please send us an email at [legal@konto.com](mailto:legal@konto.com) with the details of Your complaint, Your preferred method of resolution, and any additional information You feel is relevant.

### ***Class action waiver.***

Whether the claims are based on contract, tort, statute, fraud, misrepresentation, or any other legal theory and whether they arise during or after the termination of these T&Cs, You and Konto.com Service Provider agree that they must be brought against the other party on an individual basis only and not as a plaintiff or class member in a fictitious class or representative action. To the extent permitted by applicable law, You and Konto.com Service Provider further agree to renounce any right to bring, hear, or arbitrate such claims as a class, collective, representative, or private attorney general action. It is not authorized to combine or consolidate multiple arbitrations into one arbitration without the consent of all parties, including the Konto.com Service Provider.

## **18. Termination of the contract**

This Agreement will be terminated immediately by closing or deleting Your Konto.com Exchange Account and discontinuing Your use of the Konto.com Service Provider's services. You can request to close Your account at any time by contacting us at [support@konto.com](mailto:support@konto.com).

Upon termination of these T&Cs or Your account, Your right to use Konto.com Exchange is terminated, and You must immediately cease using Konto.com Exchange.

The Agreement may be terminated by written notice from Konto.com Service Provider if Konto.com Service Provider discontinues offering the Konto.com Services for any reason.

## **19. Governing Law & Jurisdiction.**

These T&Cs shall be governed by and construed in accordance with the laws of the legislation of incorporation of the company You are a customer of (please check the table at cap. I point 3), and any disputes shall be resolved according to the procedure of the country of incorporation of the company You are a customer of (please check the table at cap. I point 3).

Before initiating any dispute, the complaining party is obligated to submit a formal complaint to the other party, and the parties will attempt to resolve the dispute through negotiation and mutual concessions. The deadline for responding to a formal complaint is 30 days. If, although a formal complaint has been lodged, the other party does not respond within 30 days or, although it has responded within the time limit, the parties do not reach an amicable settlement, the dissatisfied party may apply to the body competent to settle

the dispute.

A question, remark, or wish of the Customer will not be treated as a complaint and should be forwarded to the customer support service for resolution.

## **20. MISCELLANEOUS**

Your use of the Konto.com Service Provider's services may be subject to specific fees, as indicated on the Konto.com Exchange Platform, which may be debited from Your Konto.com Exchange Account, if applicable. These fees may be changed at any time at Konto.com Service Provider's sole and absolute discretion, without an individual notification to you.

You understand that the services provided through the Konto.com Exchange platform are evolving. As a result, we may require you to accept updates to continue to use any portion of the Services. You acknowledge and agree that we may update the Services with or without notifying You. Any future release, update or other addition to the Services shall be subject to these T&Cs with or without notifying You.

The Konto.com platform may contain links to third-party websites as well as articles, photograph, text, graphics, pictures, designs, music, sound, video, information, applications, advertisements, software, and other content or items belonging to or originating from third parties. When you click on a link to a third-party website, we will not warn you that you have left the Konto.com platform and you become subject to the terms and conditions (including privacy policies) of another website or destination. Such third-party websites are not under the control of Konto.com Service Provider and are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any third-party websites accessed through the Website and/or the App. If You decide to leave the Website and/or the App and access the third-party websites You do so at your own risk and You should be aware that these T&Cs no longer govern.

Konto.com Service Provider's failure to exercise or enforce any right or provision of these T&Cs shall not constitute a present or future waiver of such right or provision.

The provision of the Konto.com Exchange service does not make Konto.com Service Provider Your investment manager or adviser, and no fiduciary relationship exists between us. We have no fiduciary or other obligations with respect to Your Konto.com Exchange Account other than as expressly set forth herein.

This Agreement is made and entered into in the English language. If it or any part of it is translated into another language for any reason, the English language version shall prevail.

## **II. Konto.com Exchange Specific Terms and Conditions**

### **II.1. THE CUSTODY OF CRYPTO-ASSETS**

**1.** Deposits of crypto assets into Your Konto.com Exchange Account. You have the possibility to transfer crypto assets You hold in Your Konto.com Exchange wallet to other external wallets if You are able to prove with certainty at any time, at Konto.com Service Provider's request, that these wallets belong to you.

**2.** Your Konto.com Exchange wallet/Account will hold EUR, USD, and RON representing the amounts advanced to Konto.com Service Provider as well as the crypto assets You

purchased on Konto.com Exchange or transferred to Konto.com Service Provider. To see the crypto-assets that can be purchased on Konto.com Exchange Platform, please have a look at the crypto-assets mentioned on the webpage.

**3. Konto.com Exchange WALLET SERVICES include:**

- (a) the Crypto-asset wallet in which all Konto.com Exchange crypto assets approved and accepted can be stored by you;
- (b) access to the Konto.com Exchange service;
- (c) any incentive program offered by Konto.com Service Provider that may be launched through the Konto.com Exchange Platform, such as the Konto.com Loyalty Program, the Konto.com Referral Program, or other programs;

Access to Your Konto.com Account will allow You to:

- (i) request a Konto.com Wallet Service;
- (ii) view Your balance and Transaction History;
- (iii) deposit and withdraw fiat money;
- (iv) perform other actions related to the above.

**4.** Only those crypto-assets traded within Konto.com Exchange will be able to be transferred to Your account as they may vary from time to time according to the list available on the Website. In the event that Konto.com Service Provider removes a previously accepted crypto asset from the list, You will be notified to perform a transfer operation to an external wallet of yours or to perform a swap to another accepted crypto asset within a maximum of 10 days.

**5.** You have the possibility to have Your crypto-assets transferred to an External Wallet held by You at another operator.

You should bear in mind that there is a possibility that, as a result of the Konto.com Service Provider's activity of placing crypto-assets, there are crypto-assets on the site that You have purchased that are not circulating for technical reasons and therefore You are not guaranteed the possibility to move the crypto-assets as such to an External Account but only as fiat money value. In this case, on the date of closure of Your Account, Konto.com Service Provider may accept to purchase all Your crypto-assets at a negotiated rate with You.

**6.** You can benefit from various loyalty and reward programs by Konto.com Service Provider for Your use of the Konto.com Exchange service. The offering of loyalty and reward programs is at Konto.com Service Provider's sole discretion, and You may not claim rewards unless You have expressly accepted a Konto.com Service Provider offer to do so. The T&Cs of such loyalty programs launched from time to time by Konto.com Service Provider will be published on the Website, and You will be notified at the initiation of each new campaign and You will have the option to accept or decline such programs.

Such a loyalty and reward program could be, for example, the free transfer in favor of the Client of crypto-assets as a reward for clients who maintain in their portfolio, untraded, for a certain period of time, a certain amount of crypto-assets of a certain type.

## **II.2. THE EXCHANGE OF CRYPTO-ASSETS FOR FIAT MONEY OR OTHER CRYPTO-ASSETS AND THE EXCHANGE OF FIAT MONEY FOR CRYPTO-ASSETS**

**1.** This Specific T&Cs apply when You use the Services to trade Crypto Assets for fiat money or vice versa or to trade Crypto Assets for another form of Crypto Assets.

**2.** You can pay advances in EUR, USD, or RON to Konto.com Service Provider from Your personal external account with a financial institution.

You can transfer from your personal wallet/ledger or from another external account where

you own crypto assets.

When the transfer from Your external account is confirmed (the money credits Konto.com Service Provider's bank account), an equal number of EUR, USD, or RON will appear in Your Konto.com Exchange Account, depending on the currency You deposit. Your balance can be withdrawn by you, in which case a 1/1 conversion to the corresponding fiat currency will take place at any time, only withdrawal fees being applied. Withdrawal by You of part or all of the available amounts is a payment made by Konto.com Service Provider to You based on Your express order. Such payment is accepted only to the extent of the available balance of the prepaid amounts.

**3. EUR, USD, and RON can be withdrawn at any time by You minus the withdrawal fees.**

However, You expressly accept that no withdrawal will be possible if its value is less than EUR30, USD30, or RON100.

The time in which Your external bank account will be credited with the withdrawn amounts depends only on the time required for the payment systems used.

**4. Independent relationship.** You acknowledge and agree that:

(i) Konto.com Service Provider is not acting as Your broker, intermediary, agent, or advisor or in any fiduciary capacity, and

(ii) no communication or information provided to You by Konto.com Service Provider shall be considered or construed as advice.

**5. Exchange rates.** If You select a transaction at the displayed exchange rate (Konto.com Exchange Rate), the Konto.com Service Provider will attempt, in a commercially reasonable manner, to execute the transaction at or near the exchange rate displayed at the time Your order is placed. You understand and agree that the Konto.com Exchange rate is a rate offered at the discretion of the Konto.com Service Provider, an expression of Konto.com Service Provider's commercial policy, based on an algorithm that is in connection with, but not necessarily equal to or similar to, the prevailing exchange rates offered by other providers of similar services (other cryptocurrency exchanges) and that there may even be significant differences therefrom. You understand and agree that the exchange rate offered by the Konto.com Service Provider is a real-time rate, so from the time of placing Your order until the order is received by the Konto.com Service Provider, there may be a variation in the exchange rate and the order will be executed at the rate at the time of receipt. The Konto.com Service Provider constantly strives to keep the time from order placement to order receipt as short as possible so that the fluctuation in the exchange rate at order execution is as small as possible. Please note that there will always be a price difference between selling a crypto-asset to Konto.com Service Provider on the Konto.com Exchange Platform and buying the same crypto-asset from Konto.com Service Provider on the Konto.com Exchange Platform.

**6.** In the event of a market disruption or force majeure event, the Konto.com Service Provider may take one or more of the following actions:

(a) suspend access to the Konto.com Services; or

(b) cancel and not execute Your order. Following such an event, when trading resumes, You acknowledge that Konto.com Exchange rates or prevailing market rates may be significantly different from the rates available prior to such event.

**7. Negotiated Exchange Quotes.** You may submit to Konto.com Service Provider requests to sell or buy Crypto Assets at certain prices, other than the exchange rate displayed on the Konto.com Exchange Platform at the time of Your order submission, in the form of orders conditional upon their acceptance by Konto.com Service Provider. Such a request or order will remain open until cancelled by You or accepted/cancelled by Konto.com Service Provider. You will be notified when the order is executed. These orders are subject to the fees charged by the Konto.com Service Provider as published on the Konto.com Exchange



website at the time of Your placing the order (please refer to this list before submitting any order). You will be able to open such orders only within the limits of the crypto-assets or fiat money limits of, or fiat advances on Your account. The cryptocurrencies or the money related to such orders will be blocked in Your account until the order is executed or cancelled by You.