

# TERMS AND CONDITIONS

Last updated: 15. 12. 2022

Effective: December 2022

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE AND OUR SERVICES**

## 1. CONTRACT FORMATION AND OVERVIEW

**1.1** These terms of use ( **Terms** ) govern the terms under which you may make use of our website <https://coinmate.io> ( **Site** ) operated by COINMATE a.s. ( **Company, Coinmate, we, our or us** ) to provide peer-to-peer Digital Currency ( **DC** ) and Fiat Currency ( **FC** ) exchange Services ( **Services** ). By accessing, browsing, or registering (including filling in and submitting our application form) to use our site you agree to be bound by these Terms.

**1.2** To use the Services you agree that you are over 18 years old and have legal capacity to enter into this agreement. If you do not wish to be bound by the Terms then do not proceed any further.

**1.3** The Company operates the site under the trade name of COINMATE a.s. The Company is registered in Czech Republic with company number 14071711, with its registered office located at Prague.

**1.4** You can contact the Company at our office or through our support form. Our opening hours are Monday to Friday 09:00 to 17:00 CET.

**1.5** Our fees are found on this [this page](#) ( **Fees** ).

**1.6** By using this Site you also consent to our privacy policy found [here](#).

**1.7** We currently only provide Services in the countries listed [here](#) ( **Supported Countries** ). The availability of certain countries may change from time to time and without notice due to regulatory requirements, conditions in the country or circumstances otherwise beyond our control. Always check our Site for a list of currently available countries.

**1.8** Please read these Terms carefully before you start to use our Site. Once you click to accept these Terms, please print them on paper or in PDF and please keep these safe. These Terms may change and if they do we will give you 60 days notice, at the end of such notice period by using the Services you will be deemed to have accepted the new Terms.

## 2. SERVICES AND OUR OBLIGATIONS

**2.1** The Services are designed to give you the opportunity to buy or sell DC for FC and vice versa. You will not be able to exchange FC for other FC via the Site. You agree to pay Coinmate the Fees for the use of the Services.

**2.2** Subject to these Terms, Coinmate agrees to provide the Services to you using reasonable care. As stated above, the Services may not be available in whole or in part in certain regions, countries, or jurisdictions.

## 3. ACCOUNT OPENING

**3.1** You will need to apply to open an account with us through the Site before you can use the Services.

**3.2** As part of the account opening process you will be required to provide identification information to ensure that we are dealing with an individual or legal entity. We will obtain this data either directly from you or through our partners. This will include but not be limited to your: Name and Surname, Date of Birth, Place of Birth, Sex, Address of Residence, Citizenship, Identity document type and number, Country and Authority that issued the ID, date of expiry of ID. If a company, then also Company name, Company Seat, Company identification number, Board of directors names.

**3.3** We may refuse your application for a number of reasons and are under no obligation to inform you of the reasons behind the same.

**3.4** Once your account application has been approved you will be able to deposit, trade and withdraw DC and FC. Coinmate reserves the right to suspend your account at any stage and request further information / documentation as may be required. This maybe because you have reached one of our deposit, withdrawal or trading thresholds. At this stage we may ask you to provide us with further information surrounding your background in order, for example, to understand more clearly your financial profile. You agree to cooperate with us in this respect.

**3.5** We expressly reserve the right to delist any FC and/or DC funds from our Services via notification to the customers that possess such funds on their accounts. In the notice, we shall set reasonable time limits for the cessation of deposit-taking, trading and withdrawals of the funds concerned. If the customer fails to withdraw funds within the notified time limit, a special fee will be applied. The size of the fee will be determined for each delisted funds individually. The amount of the fee will be determined separately for each withdrawn fund. We will inform customers who have delisted funds in their accounts about the amount and due date of respective fee.

**3.6** We expressly reserve the right to cancel and/or terminate accounts that have not been verified despite our good faith efforts to contact you seeking such verification.

## 4. DEPOSITING

**4.1** You may deposit DC or FC with us. You can deposit via the means indicated on [this page](#). These deposit methods may change from time to time.

**4.2** You will ensure that any deposit made to us via bank transfer or via our partners contains the relevant reference number on the payment instruction so that we can track the deposit on our system.

**4.3** Where you are depositing via bank transfer you will transfer your FC to our pooled bank accounts and we will add the amount received less deposit fee to your trading account in the same currency.

**4.4** Where you are depositing via our partners you will transfer your FC to the pooled bank accounts held by our partners and we will add the amount received less deposit fee to your trading account in the same currency. By sending us a deposit instruction through our Site, you agree and authorise our partners to handle and process your deposit instructions and hold your deposited fund in segregated customer funds account(s) maintained by them as per their

applicable laws and regulations.

**4.5** The FC for trading on Coinmate is Euros, Czech Crowns and other currencies. Our deposit fees are indicated on [this page](#). The FC funds that have been entrusted us shall not be considered as a deposit under the law governing the activities of banks, or as electronic money. These funds shall be considered as a deposit to execute buy order of DC.

**4.6** If you are depositing in DC, you warrant that the DCs you have acquired via legitimate means and you may be required at any time to explain the source of these DC funds.

## **5. TRADING**

**5.1** By default when trading, you set the price for your buy or sell order ( Limit Order ). The trade then may be matched by other traders fully or partially. Note that the trade may not be matched immediately as it depends on the liquidity in the market. It may however be matched later.

**5.2** When entering a buy or sell order you can tick the option for an instant order ( Market Order ). In such case, you do not specify the price, only the amount of FC or DC to be traded instantly. In such case the order will be settled using all available counteroffers until the whole requested amount of FC or DC was settled. You will be informed if there are not enough counteroffers to settle the trade. The Instant Order carries a risk that it may be settled for a price significantly higher or lower from the current market price (depending on current counteroffers in the order book at the time of the order).

**5.3** When entering a buy or sell order you quick buy and sell order ( Quick Order ). In such case, you do not specify the price, only the amount of FC or DC to be traded instantly. The Quick orders are subject to applicable exchange rate which is displayed prior to each trade and requires your confirmation. This price includes spread and is guaranteed at the time of your confirmation. Cryptocurrency markets are volatile and therefore we temporarily halt withdrawals and lock in the price for trade execution. The Quick Order carries a risk that it may be settled for a price significantly higher or lower from the current market price (depending on current counteroffers in the order book at the time of the order).

**5.4** When effecting a FC card conversion service under which you automatically convert FC into any type of DC to be held in your DC wallet („FC to DC Conversion“), you may effect a payment to us via your eligible card by providing your eligible card details, as well as the relevant amount to be converted, through us. In such case, you acknowledge that the transfer of FC will depend on the performance of such transfer by your bank. Upon Company's receipt of confirmation that such eligible card transaction has been authorised, Company will immediately, not later than 24 hours from authorization, credit the relevant amount of DC to your DC wallet. All FC to DC Conversions are irreversible and final once you have provided the relevant instructions and/or payments to us and you may not change, withdraw or cancel the authorisation to us as applicable to complete any pending or partially completed transactions. We shall not be liable for any partially completed transactions or delays in the processing of your instructions, or inability to process your instructions due to delay, failure or interruption. If your payment is not successful or if your payment instrument has insufficient funds, you authorise us, in our sole discretion, either to cancel the transaction or to debit your other payment instruments, including balances on your FC wallet for any amount necessary to complete the transaction. Any further conversion or subsequent purchase will be unrelated to the original card transaction.

**5.5** We do not guarantee that your orders will be fulfilled and we may, at our own discretion, retract, withdraw an order put onto the market via our Site if it is deemed suspicious, or for any

other reason we deem relevant, to regulate the orderliness of the market.

**5.6** Where you submit an Limit, Market or Quick Order we will publish that order and multiple persons may decide to accept the offer at that price. You will not know who those buyers or sellers are. At the settlement of the trade you will be able to see a settlement report with the details of how your trade was matched.

**5.7** You will not be able to place an order on the Site if you do not have a sufficient balance in your account to settle the trade and fees.

**5.8** Once an order has been submitted via the Site it will be cancellable until the order has been filled. If part of the order has been filled then only the available part of the order will be cancellable.

**5.9** If your account has been suspended by us, for whatever reason, any pending orders will be cancelled immediately.

## **6. WITHDRAWING**

**6.1** You may withdraw from your account at any time. The time for withdrawals can depend on the method used. A bank transfer may take up to 1-5 working days depending on where you are located and the currency of the transfer.

**6.2** Where you are withdrawing via bank transfer we will transfer your FC from our pooled bank accounts and the amount and fee will be deducted from your trading account in the same currency.

**6.3** Where you are withdrawing via bank transfer we will transfer your FC from the pooled bank accounts held by our partners and the amount and fee will be deducted from your trading account in the same currency.

**6.4** You will be required to pay for any fees we incur in transferring the funds to you. For withdrawal fees see [our fees](#). Most withdrawal requests made in DC will be processed immediately but in some cases it may take up to 48 hours.

## **7. LIMITS**

**7.1** Deposits, Withdrawals and Trading may be subject to limits of maximum allowed amounts per 24-hours. Some types of Deposits and Withdrawals may be subject to holding periods (specified time during which the request remains on hold and will be processed after the time period has passed).

## **8. COMMISSION**

**8.1** You (the Referrer) may be paid a commission for referring new clients to us. A website link (the Link ) will be available for the Referrer to use to refer other users, whom we have not previously provided Services to or whom have not registered on our site ( Prospective Users ), to the Coinmate website. If the Prospective Users sign up and become a client ( New Client ) then we will pay the Referrer a Commission (defined below) to the Referrer on our Net Income (defined below) arising from the New Client trades subject to the terms set out below.

**8.2** As a Referrer you will:

- act in good faith towards us;

- have no authority to bind us or represent us
- not abuse this commission/ bonus scheme by, for example, the creation of multiple accounts or otherwise;
- not act in a way to damage our reputation or take advantage of it; ● act lawfully, including comply with bribery laws, and ethically in the acquisition of Prospective Users;
- not establish a Link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;
- do nothing to put us into disrepute such as spam marketing or association with distasteful websites. If in doubt about where to post the Link please contact us directly;
- ensure the website in which you are linking complies in all respects with the content standards set out in our [Acceptable Use Policy](#).

**8.3** We may ask you to provide full disclosure on where you have added the Link and you will cooperate with our requests within 7 days. We reserve the right to withdraw linking permission without notice. The Referral shall not, without our prior written consent, make or give any representations, warranties or other promises concerning the Coinmate s services. You shall ask permission if you intend to appoint other Referrers.

**8.4** The Referrer shall be entitled to Commission if a Prospective Client becomes a New Client.

**8.5** The amount of commission payable shall not be less than 5% of the trading fees payable made to us for the Services under a relevant contract less any value added tax or other sales tax on them, any out of pocket expenses incurred by us in providing the Services and any discounts or rebates granted by us (our Net Income ) received under each relevant contract (as it may be renewed, extended or amended) during a maximum period of 6 months from its commencement date ( Commission ). Any other commission we provide to you IS ENTIRELY AT OUR OWN DISCRETION AND DOES NOT CREATE ANY CONTRACTUAL ENTITLEMENT BY YOU.

**8.6** We will only pay you the Commission once we have received the income from the New Client. We will attempt to deliver you the Commission to you within a reasonable period.

**8.7** You are responsible for any tax payable on the Commission you receive. You will inform us if you are VAT registerable and we will therefore require from you an invoice for the amount of the Commission. The amount of the invoice shall be the Commission amount inclusive of VAT.

**8.8** Any other bonus scheme that we introduce is purely discretionary and does not create any contractual entitlement by the recipient of the bonus whatsoever.

**8.9** One of our bonus schemes may relate to top traders on the Site. We may at our own discretion decide to provide a bonus to top traders.

**8.10** If we have paid you Commission and it transpires that you have breached clause 8.2 all Commission paid to you will be refunded and no further Commission accrued or future Commission will be payable to you. If you have already withdrawn funds from your Account then we reserve the right to take legal action against you to retrieve these amounts.

## **9. WALLET**

**9.1** All DC will be held on your account in a wallet controlled by us. It is necessary for us to have control over this wallet so that we can ensure that you are in a position to settle trades you

enter into.

**9.2** Only a very small part of held DC is stored in hot wallet on the server, just enough for hourly processing. The rest of held DC is stored in cold wallets offline, distributed geographically.

## **10. RISKS**

**10.1** There are a number of risks associated with DCs. The value of DCs may rise or fall rapidly and therefore this may not be suitable for you as a store of value. If the value falls substantially you may not be able to sell your DCs as there may be less demand for it in the market.

**10.2** You should understand the risks of DCs and only use income you can afford to lose when purchasing DCs. You agree that you understand these risks before using these Services. If you are unsure about the risks involved then you should not proceed any further.

**10.3** By using our Services you agree that you shall have no legal claim or right of action against the Company or the Site in respect of any fall in the value of DC.

**10.4** DCs are as-yet autonomous and unregulated digital systems. These systems rely on peer-to-peer networking and cryptography to maintain its integrity. DC trading is probably susceptible to irrational (or rational) bubbles or loss of confidence, which could collapse demand relative to supply. For example, confidence might collapse because of unexpected changes imposed by the software developers or others, a government crackdown, the creation of superior competing alternative currencies, or a deflationary or inflationary spiral. Confidence might also collapse because of technical problems, if money is lost or stolen, or if hackers or governments are able to prevent any transactions from settling.

**10.5** Our business model, and our Service, consists of facilitating the buying, selling and trading of DCs and their use to purchase goods in an unregulated, international open payment system. The Services we provide are currently unregulated within the Czechia.

**10.6** There may be additional risks that we have not foreseen or identified in our Terms of Use.

## **11. YOUR OBLIGATIONS**

**11.1** For each Order that you submit, you agree to pay us the Fees. Payment becomes due at the time that your order is matched by another user and they will be deducted automatically from your account.

**11.2** In connection with your registration and use of the Services, you represent and warrant that you will provide Coinmate with true, accurate, current and complete identity information and, where requested, further documentation to verify your identity, and promptly update your personal information if and when it changes.

**11.3** When you are depositing or withdrawing DC or FC under these Terms, it is your responsibility to make sure all the transfer details are accurate before submission. Once a transfer has been submitted for processing it is not normally possible to change any of its details. You will be given the opportunity to confirm transfers before submission and you must check the details carefully. Please note that DC transactions are irreversible. We will attempt to process any transfer request promptly but a transfer may be delayed for a number of reasons, including your ability to provide us with correct information and compliance with our identity verification procedures.

**11.4** When using the Services you will comply with these Terms as well as any applicable laws, rules or regulations in force in any relevant jurisdiction. It is a breach of these Terms to use the Services in connection with illegal activity including without limitation money-laundering, fraud and the funding of terrorist organisations or to use DC to circumvent any capital controls within your home jurisdiction.

**11.5** If you use the Services in connection with illegal activity pursuant to clause 11.4, Coinmate may report you to any appropriate legal and/or regulatory authorities.

**11.6** When using the Site or Services you will not:

- open more than one account;
- provide false, inaccurate, or misleading information;
- allow anyone else access to your registration details; or
- refuse to provide confirmation of any information you provide to us (including proof of identity), or refuse to co-operate in any investigation, or use an anonymising proxy (a tool that attempts to make activity untraceable).

**11.7** You are responsible for the payment of any taxes related to any revenue you generate on Coinmate.

## **12. LIABILITY**

**12.1** Coinmate shall not be liable to users for:

- any failure to match an order on the Site or if we do not post your order on the Site;
- process a withdrawal instruction by you where the information has been provided to us is inaccurate;
- any failure to perform your instructions as a result of circumstances which could reasonably be considered to be outside our control;
- malfunctions in communications facilities which cannot reasonably be considered to be under our control;
- any losses or delays in transmission of trade orders arising out of the use of any internet services provider, or caused by any browser or other software which is not under our control; or errors on the Site or with the Services caused by incomplete or incorrect information provided to us by you or a third party.

**12.2** Coinmate will attempt to process an order promptly, but any order may be delayed or cancelled for a number of reasons including but not limited to: our efforts

to verify your identity; to validate your transaction instructions; to contact you; or otherwise to comply with applicable law; or due to variations in business hours and currency availability. In such circumstances we shall not be liable to you for any direct or indirect loss you may suffer or for any negligence action.

**12.3** Coinmate does not guarantee that our Site, or any content on it, will always be available or be uninterrupted. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable

to you if for any reason our site is unavailable at any time or for any period.

**12.4** Coinmate shall have no responsibility for any fees or charges you may incur by the use of a particular payment instrument to fund your account. These may include but are not limited to unauthorised or authorised overdraft fees imposed by banks if there are insufficient funds in your bank account.

**12.5** Any claim for compensation made by you and/or a recipient (who is not registered with us) must be notified to us and supported by any available relevant documentation.

**12.6** We will only accept liability for any loss by you up to a limit which is the greater of: (a) the amount of any Services charged; and (b) EUR 500, unless otherwise agreed by us in writing. Our cap on our liability only limits a claim for loss arising out of all activities conducted on the Site

**12.7** Nothing in this clause Liability shall (a) exclude or limit liability on our part for death or personal injury resulting from our negligence; or (b) exclude liability for fraud committed by us.

**12.8** You agree to indemnify and hold harmless Coinmate, our subsidiaries, affiliates, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from all loss, damage, claims, actions or demands, including reasonable legal fees, arising out of your use or misuse of the Site and Services, all activities that occur under your password or Account e-mail login, your violation of these Terms (including but not limited to any breach of your obligations in clause 8) or any other violation of the rights of another person or party.

## **13. ELECTRONIC COMMUNICATIONS**

**13.1** You acknowledge that these Terms are entered into electronically and all communications relating to the Services are provided by electronic means.

**13.2** The Services do not allow for communications to be provided in paper format or through other non-electronic means

**13.3** In order to access and use the Services you must have access to an internet browser that supports 128-bit encryption, such as Mozilla Firefox version 30.0 or above , an email account capable of interfacing with Coinmate s email servers and a personal computer, operating system and telecommunications connections to the Internet capable of supporting the Services.

## **14. INVESTIGATION**

**14.1** We may for any reason suspend your account. If we do we may ask you for further documentation. We are under no obligation to release the funds to you during this investigation process.

## **15. INTELLECTUAL PROPERTY**

**15.1** Coinmate s Site and Services, the content, and all intellectual property relating to and contained in them (including but not limited to copyright, patents, database rights, trademarks and Services marks) are owned by, or licensed to Coinmate. All right, title and interest in and to the Site and the Services shall remain the property of Coinmate and/or the property of such other third parties.

**15.2** The Site and Services may be used only for the purposes permitted by these Terms. You



may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the internet, or in any way distribute or exploit the Site or Services without Coinmate s express written permission.

## **16. DATA**

**16.1** We are under supervision the Officer for Personal Data Protection Information for the processing of the personal data of our customers.

**16.2** Czech law requires all financial institutions to assist in the fight against money laundering activities and the funding of terrorism by obtaining, verifying, and recording identifying information about all customers. We may therefore require you to supply us with personal identifying information and we may also legally consult other sources to obtain information about you.

**16.3** By accepting these Terms you authorise us to make any inquiries we consider necessary to validate the information that you provide to us. We may do this directly, for example by asking you for additional information, requiring you to take steps to confirm ownership of your trade orders or email address; or by verifying your information against third party databases; or through other sources. All information provided by you will be treated securely and strictly in accordance with the Czech Data Protection Act.

**16.4** You consent to our processing your personal information for the purposes of providing the Services and you acknowledge that you have read and consented to Coinmate s Privacy Policy.

**16.5** We may be required by law to provide information about you and your activities on the Site to government or other competent authorities as described in our Privacy Policy.

## **17. SUPPORT INTERFACE**

**17.1** Sensitive data should only be passed through the secure support interface available in your signed-in user account ( Support Interface ). You are advised to transmit any sensitive data or other communications to us via the Support Interface. We are not responsible for sensitive data sent over email or other communication channels.

**17.2** Any changes of account settings, information enquiries about trading, deposits, withdrawals, account verification should be passed only through the Support Interface. We will not provide you with sensitive information and we will not respond to requests passed through any other communication channels.

**17.3** If you are unable to sign in or recover lost credentials, we are able to provide you with a password recovery email.

## **18. ACCEPTABLE USE**

**18.1** Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our [Acceptable Use Policy](#).

**18.2** You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

**18.3** Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but hereby grant us and other users of the Site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

**18.4** We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

**18.5** We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

**18.6** We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).

**18.7** The views expressed by other users on our site do not represent our views or values.

## **19. NICKNAMES AND AVATARS**

**19.1** When you sign up you will have a default nickname (for example Coinmate\_0001). You can change this in account settings to a nickname of your choice (obscene words both in obvious and veiled forms will be suspended). Your nickname has to be unique.

**19.2** You can also upload an avatar (small picture) as their identification in account settings (optional). Inappropriate avatars will be suspended.

**19.3** Nicknames and avatars may be used as user identification in Chat and top trader publishing and some other places on the website.

## **20. VIRUSES**

**20.1** We do not guarantee that our site will be secure or free from bugs or viruses. **20.2** You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

**20.3** You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Czech Criminal Code. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **21. LINKS**

**21.1** If you wish to make any use of content on our site other than that set out in section 8, please contact us through our [support form](#).

**21.2** Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

**21.3** We have no control over the contents of those sites or resources.

## 22. SECURITY

**22.1** You are responsible for your account credentials and are required to keep these safe. You must inform us immediately if you think that your account has been compromised.

**22.2** Where you have lost your credentials, contact us immediately. We may require further documentation to authenticate that you are the account holder.

**22.3** We take security seriously and work hard to make sure that your information remains secure. If you are aware of anyone or any entity that is using the Services inappropriately, please email us using our contact form. Similarly, if you receive any emails, purporting to be from Coinmate, which you suspect may be "phishing" (fake) emails, please forward them to us using our contact form.

**22.4** By default, all account withdrawals and account settings must be authorised by a code sent to user's registered email address. However, this may not be safe enough, if user for example has an open access to both Coinmate account and email account on the same device, which may be for example infected. Or, if for example user's password becomes compromised and user has identical passwords for both.

**22.5** We therefore recommend a 2-factor authentication through Google authenticator, which can be set up in account settings and user should not access Coinmate account and Google authenticator on the same device.

**22.6** If user does not have the ability to use a Google authenticator, we recommend to follow safety precautions such as:

- using long, secure and different passwords for Coinmate account and Email account
- accessing email on a different device other than where user accesses Coinmate account
- regularly checking PC or device for viruses and trojans

**22.7** We will not be held responsible for unauthorised account withdrawals or unauthorised account settings changes.

## 23. API

**23.1** Automated Payment Interface serves for remote access to user account functions and trading data. By default API is disabled and users can enable this function in account settings. There are 2 levels: API just for remote trading and API allowing remote account withdrawals. Enabling or change in API settings must be confirmed with email or Google authenticator code.

**23.2** If user enables this function, there may be a security risk because it may allow hackers to remotely control user's account and make withdrawals without the 2-way authentication through email code or Google authenticator code authorization. Users should use it at their own discretion and keep API access data safe. We will not be held liable for misuse.

## 24. COMPLAINTS

**24.1** If you wish to make a complaint about any aspect of the Services, please send your complaint in writing through [support form](#).

**24.2** We will acknowledge receipt of your complaint within 2 business days. We will investigate your complaint and come back to you with the results of our investigation no later

than 7 business days of receipt of your complaint.

**24.3** The warranty and its conditions are governed by these Terms and relevant provisions of the Czech law. Rights and obligations between us and you regarding the rights arising from defective performance are governed by these Terms and relevant provisions of Czech law (especially Czech Civil Code and Consumer Protection Law of Czech Republic in relation to you as a consumer). Your claim must be made in writing and must be delivered to us no later than 15 working days from the claim through **support form**. We are obliged to handle your claim as soon as possible (up to 30 days from the date of receipt of your claim as the latest).

## **25. TERMINATION**

**25.1** If you have any problem using the Services first contact us through the communication channels listed at the end of these Terms and we will endeavour to resolve any issue.

**25.2** Either party may terminate these Terms on one day's written notice. **25.3** Coinmate may terminate these Terms with immediate effect if:

- you become, or are likely to become, insolvent or are declared bankrupt;
- you are in breach of any provision of these Terms;
- your use of the Services or the Site is disruptive to our other customers, or you do anything which in our opinion is likely to bring us into disrepute; or
- you breach or attempt to breach the security of the Site (including but not limited to: modifying or attempting to modify any information; unauthorised log-ins, unauthorised data access or deletion; interfering with the Services, system, host or network; reverse engineering of any kind; spamming; hacking; falsifying data; introducing viruses, Trojan horses, worms or other destructive or damaging programs or engines; or testing security in any way).

## **26. RIGHT OF WITHDRAWAL**

**26.1** You take note that the Consumer Protection Law of Czech Republic stipulates that a consumer has the right to withdraw from an agreement with a trader without giving reasons within fourteen days, beginning the day after their accepting the agreement, if the consumer's contractual declaration was not made in rooms used by the trader for business purposes.

**26.2** You also takes note that a consumer has the right to withdraw from any contract agreed with a trader at distance or off-premises (=online) without giving reasons within fourteen days, beginning the day after conclusion of the contract.

**26.3** The right to withdrawal from an agreement does not apply for services - contracts concerning mainly **(a)** the provision of a service, where such provision has commenced with the consumer's express consent and the consumer has declared that he has been duly advised of the fact that, by expressing such consent, he loses the right of withdrawal upon complete service provision, and the service has been provided completely;

**(b)** the sale of goods or provision of a service for which the price is dependent on price movements on the financial market which cannot be controlled by the seller and which may occur within the withdrawal period; and

**(c)** the provision of electronic content other than on a tangible medium, where such provision has commenced with the consumer's express consent and the consumer has declared that he has been duly advised of the fact that, by expressing such consent, he loses the right of withdrawal.

You hereby declare your express request that we shall in every case immediately perform agreed relevant Services. You take note of and acknowledge your loss of the right of withdrawal owing to full performance of such Services. As a consequence, you waive your right to withdrawal from any agreed relevant Services.

**26.4** You may withdraw from any other services - contracts not previously mentioned - without giving any reason within fourteen days of concluding of these Terms To exercise the right of withdrawal from these other agreed services, you must notify us by means of a clear statement in written form through the **support form**). You may also use the enclosed withdrawal form. It is sufficient for you to send the notification of exercise of the right of withdrawal before the expiry of the withdrawal period. In case of withdrawal from these other agreed services, both parties must reimburse each other for costs agreed upon (including interest) and terminate their respective provision of and access to these services

## **27. GENERAL**

**27.1** This is the entire Agreement. These Terms constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms.

**27.2** We can transfer these Terms. We may transfer our rights and obligations under these Terms to another organisation without prior notice to you, but this will not affect your rights or our obligations under these Terms or relieve us of any obligation or liability to you under these Terms unless you specifically agree otherwise in writing. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing, which we will not unreasonably withhold.

**27.3** No third parties. No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

**27.4** Separate terms. Each of the provisions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.

**27.5** No waiver. No waiver of any provision of these Terms, nor of any rights or obligations of any party hereunder, will be effective unless in writing and signed by the party waiving compliance, and such waiver will be effective only in the specific instance, and for the specific purpose stated in such writing. No waiver of breach of, or default under, any provision of these Terms will be deemed a waiver of any other provision, or of any subsequent breach or default of the same provision of these Terms.

**27.6** Events outside our control. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation non-delivery, defective delivery of third party services necessary to provide the Services (including but not limited to those of our partners, vendors and suppliers), strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:

- we will contact you as soon as reasonably possible to notify you; and

- our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of the Services to you, we will keep you duly informed of when we expect that the Event Outside Our Control will be over.

**27.7** Jurisdiction. These Terms are governed by Czech law. This means that these Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), will be governed by Czech law. We both agree to the exclusive jurisdiction of the courts of Czech Republic.

**27.8** Any complaints and disputes arising between you and us may be settled out of court. You as a consumer may contact the extrajudicial dispute resolution entity, such as the Czech Trade Inspection Authority or resolve the dispute on-line through the ARS designated for this purpose. More information about the alternative dispute resolution can be found [here](#) and [here](#). We recommend you to first contact us to address the situation through the [support form](#).

## **28. CONTACT US**

**28.1** Questions, notices and requests for refunds or further information should be sent to Coinmate via [support form](#).

## **29. COMPETENT AUTHORITY**

**29.1** Czech Trade Inspection Authority

Štěpánská 567/15, 120 00 Prague 2

Czech Republic

[www.coi.cz](http://www.coi.cz) a <https://adr.coi.cz/cs>

Attachment - [Withdrawal Form](#)