

## GENERAL TERMS AND CONDITIONS

I. Scope of Application

The General Terms and Conditions apply to all contracts concluded on the website

www.cryptoweed.online and <u>www.cryptoweed.app</u> and agreed with CRYPTOWEED Ltd.

Contradictory or deviating terms and conditions of the customer are not recognized by CRYPTOWEED Ltd unless CRYPTOWEED Ltd has expressly agreed to their validity.

Actions by CRYPTOWEED Ltd to fulfil the contract do not constitute consent to contractual terms that deviate from these General Terms and Conditions.

By accepting the present business relationship, the customer expressly declares to have read and understood all information on the website <u>www.cryptoweed.online</u> or www.cryptoweed.app regarding the operation of the services offered, in particular further conditions including risk warnings, and to have received supplementary information - including further information on the website

www.cryptoweed.online or www.cryptoweed.app - about their operation. Necessary changes or additions to these General Terms and Conditions will be communicated to the customer by CRYPTOWEED Ltd to the email address last provided by the customer and announced. The changes or additions can be saved or printed out by the customer in a readable form. They are deemed to be approved unless the customer objects by email. The customer must submit the objection to CRYPTOWEED Ltd within 2 weeks after notification of the changes or additions. Otherwise, the changes or additions are deemed to have been approved by the customer.

It is noted that consumer protection regulations apply to consumer transactions.



By registering and entering all data required for the conclusion of the contract and confirming these terms and conditions, they are deemed accepted and binding, and the customer confirms that he understands and accepts these terms and conditions in their entirety (and that he is able to understand and accept them). Beyond the legal obligations to provide information and without a separate agreement,

CRYPTOWEED Ltd is not subject to any obligation to provide information other than those mentioned in these General Terms and Conditions.

CRYPTOWEED Ltd offers a portfolio of services within its business relationship. This also includes the creation of cryptocurrencies. It is expressly stated that cryptocurrencies created or generated by CRYPTOWEED Ltd for its customers are not managed or accepted for deposit in any other form, as no deposit business within the meaning of § 1 para. 1 No. 1 BWG is expressly operated. CRYPTOWEED Ltd only acts as a liquidator.

CRYPTOWEED Ltd is not obliged to inform the customer about impending losses in connection with the business relationship or to provide the customer with advice or other information in this regard.

The customer must be of legal age. In addition, the customer must immediately inform CRYPTOWEED Ltd in writing of any loss or restriction of legal capacity by sending an email to

office@cryptoweed.online. If the customer is a legal entity, its dissolution must also be reported to CRYPTOWEED Ltd immediately. The customer must inform CRYPTOWEED Ltd immediately in writing of any changes to his name, company, address, or the address of another recipient designated by him. If the customer does not notify changes of address, written notices from CRYPTOWEED Ltd are deemed to have been received when they are sent to the last email or postal address provided by the customer.

It is not possible for CRYPTOWEED Ltd to clearly define or predict the performance of the service portfolio.

CRYPTOWEED Ltd expressly points out that the customer acts independently and is also responsible for tax matters arising from this



contract. CRYPTOWEED Ltd recommends that the customer consult a tax advisor to clarify tax questions.

II. Scope of Services

CRYPTOWEED Ltd provides the services offered in the portfolio to the customer. There is no entitlement to the provision of the service. Contracts become effective with the acceptance of the offer by CRYPTOWEED Ltd to conclude a contract and the payment by the customer.

CRYPTOWEED Ltd points out that registration is free of charge. Also, registration does not create an obligation to use a service.

CRYPTOWEED Ltd reserves a lead time of up to 10 weeks for the provision of services within the portfolio. Unless otherwise specified in the contract or service description, the customer is therefore only entitled to the provision of services after the lead time has expired.

When concluding a contract for the services offered, the customer specifies an external wallet.

Management of the cryptocurrency by CRYPTOWEED Ltd or acceptance of deposits by CRYPTOWEED Ltd is expressly not carried out.

CRYPTOWEED Ltd reserves the right to change the portfolio at any time due to changed market conditions if it considers the change to be in the interest of the customer.

The customer is obliged to back up all files and software settings that he can access regularly at least once a day and to keep the backup up to date. In any case, backups must be made before changes are made by the customer and in good time before maintenance work announced by

CRYPTOWEED Ltd. This also applies if CRYPTOWEED Ltd has undertaken to create backups.

The customer has no proprietary rights to the hardware and software and no right of access to the premises where the hardware and software are located.

For technical reasons, the continuous availability and error-free function of the hardware and software cannot be guaranteed. In the event of hardware failure, timely restoration of the system with complete software configuration, as with the initial configuration, is guaranteed.

The hardware is connected to the Internet via a complex infrastructure. The data traffic is routed through various active and passive network components, each of which allows only a certain maximum data transmission rate. As a result, the data traffic capacity for individual hardware at certain points may be limited and may not correspond to the theoretically maximum available bandwidth. CRYPTOWEED Ltd does not guarantee the actually available bandwidth for each hardware.

## III. Order process and conclusion of contract

The portfolio offered on the website is a non-binding offer and an invitation to the member to submit an offer to conclude a contract. The contract is only concluded when the company accepts the member's offer to conclude a contract and the member makes the payment.

## The company offers its members a portfolio of services.

Upon conclusion of the contract, a separate customer account is created for the member on the website, on which the credit is digitally displayed. The member can dispose of his credit according to the specifications of CRYPTOWEED Ltd. The respective invoice can be viewed online on the corresponding member account on the website. The company reserves the right to change the portfolio of services at any time due to changes in the market situation if this is in the interest of the customer from the company's perspective.

Fees, payment terms, and objections to invoices unless otherwise stated, prices are quoted in USDT.



Any additional transaction fees incurred during transactions are borne by the member. Unless otherwise agreed in writing, the fees must be paid in advance and are due immediately upon receipt of the invoice without deductions.

Set-off against any counterclaims of the member against the company is expressly excluded.

Offset against outstanding claims against the company is only possible for consumers if either the company is insolvent, the claims in question are related in a legal context, or the counterclaim of the member has been judicially established or acknowledged by the company.

If there are objections to the invoice, these must be raised by the member within 14 days of the invoice date; otherwise, the invoice is deemed accepted. Consumers will be informed by the company about the legal consequences of failing to meet this deadline.

IV. Term of contract and termination

The contract is concluded for an indefinite period and can only be terminated by CRYPTOWEED Ltd. The member waives his right of termination from the conclusion of the contract.

The company is entitled to terminate the contractual relationship in the event of default of payment after unsuccessful reminder and a two-week deadline.

V. Warranty and liability

The member is obliged to report defects in writing in detail within 7 working days.

The member is aware that full availability of CRYPTOWEED Ltd is not technically possible.

Claims for damages against the company are expressly excluded in this context.

Liability of the company for damages is expressly excluded.



Customer account (Back Office)

To create a personal customer account for the customer, he must provide the following information and documents to CRYPTOWEED Ltd: first name, last name, date of birth, place of residence, email address, telephone number. CRYPTOWEED Ltd may require proof of identity (official and valid photo ID), proof of residence, telephone number, and email address.

The credit displayed in the customer account is the available amount that the customer can transfer according to the specifications of CRYPTOWEED Ltd.

To transfer credit, the customer must have a personal external wallet. The credit is transferred to this personal external wallet. CRYPTOWEED Ltd has no influence on the customer's personal external wallet and no obligations to secure it. A wallet should be treated like a real wallet because if it is lost, the credit contained therein is also lost. Therefore, the customer is solely responsible for regularly transferring the available credit from the personal internal to the personal external wallet, using current encryption, and generally protecting against data theft.

The customer agrees to keep his stored data up to date and correct. The customer is personally liable if he suffers damage due to incorrectly stored data.

The username and password for accessing the customer account are assigned to the customer when he has been fully created as a customer after full disclosure of all required data and documents. The customer needs his username and password to access certain parts of the website. CRYPTOWEED Ltd is entitled to reject the creation of a customer account without giving reasons. Only after successful contract processing will a customer account be set up for the customer and access granted to him.

The services of CRYPTOWEED Ltd are only available to the customer for the duration of the contract.



VI. Data protection regulations

CRYPTOWEED Ltd and its employees are also subject to confidentiality obligations under the data protection law even after the end of the activity.

Based on the data protection law, the contracting parties undertake to store, process, and disclose master and billing data only within the framework of the agreed purposes in the contract. These purposes include: conclusion, implementation, modification, or termination of the contract with the customer, billing of fees, creation of participant lists. CRYPTOWEED Ltd fulfils this obligation to the extent prescribed by law or regulatory provisions or for all provisions of data disclosure.

CRYPTOWEED Ltd is entitled to collect and process the following personal master customer data of the customer: first name, last name, academic degree, residential address, date of birth, company, email address, telephone and fax numbers, further contact information, creditworthiness, information about the nature and content of the contractual relationship, payment methods, incoming payments, and records of the contractual relationship. Master customer data will be deleted by CRYPTOWEED Ltd at the latest after the contractual relationship with the customer has ended, unless this data is still needed to invoice or collect fees, process complaints, or fulfil other legal obligations.

Access and connection data will be deleted immediately by CRYPTOWEED Ltd unless technical or accounting reasons prevent this. Content data is not stored by CRYPTOWEED Ltd. If short-term storage of content is necessary for technical reasons CRYPTOWEED Ltd will delete the stored data immediately after the reasons for this have been eliminated. If the storage of content is a feature of the service, the customer will be asked to read and accept the terms and conditions before the content is stored.



## CRYPTOWEED Ltd

www.cryptoweed.online

www.cryptoweed.app

email: office@cryptoweed.online

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