



GENERAL TERMS AND CONDITIONS OF FINSTECO

1 INTRODUCTORY PROVISIONS

- 1.1 The subject matter of these General Terms and Conditions of Finsteco (hereinafter referred to as "GTC") of Finsteco s.r.o., Ružinovská 42, 821 03 Bratislava, ID No.: 55 131 328, registered in the Commercial Register of the District Court Bratislava I, Section: Sro, Insert No.: 166182/B (hereinafter referred to as "Finsteco"), is to regulate the mutual rights and related obligations between the Customers and Finsteco, to regulate the process of purchases of Finsteco products by the Customers, and to regulate other facts relevant to the relationship established by the agreement concluded pursuant to these GTC.
- 1.2 The Customer agrees to these GTC, an integral part of which is the Privacy Policy published on the Website, valid at the time of conclusion of the agreement, in the form of confirmation of his/her will to be bound by their provisions by registering on the Website.
- 1.3 Legal relations that are not regulated in these GTC shall be governed by the applicable laws of the Slovak Republic.

2 INTERPRETATION OF TERMS

- 2.1 AML Act means Act No. 297/2008 Coll. on the Protection against the Legalization of the Proceeds from Crime and the Financing of Terrorism and on the Amendment and Supplementation of Certain Acts.
- 2.2 Finsteco means Finsteco Ltd. as specified in clause 1.1 of Article 1 of these GTC. Finsteco is the operator of the Website, on which it offers the possibility to create a User Account to Customers, through which they make a purchase of a Finsteco token.
- 2.3 Finsteco token means a non-fungible (non-interchangeable) token, as a unit of data, which is located on a digital blockchain database, and which Finsteco offers as a product and makes available for purchase by Customers.
- 2.4 Finsteco Utility means a specific type of token created on a "blockchain" platform that represents a specific monetizable value.
- 2.5 Project means a project called Finsteco, which involves the creation of a Finsteco Token, with which is associated the possibility to participate in the Project with the option to purchase a Finsteco Token. The Project will enable DeFi Staking, LP Staking, the acquisition of Holding Rewards, Incentives & Rewards Payout and Governance. The Project is made available to the Customer after logging into their Account.
- 2.6 Tokenomics means the tokenomics created by Finsteco that further specifies the Finsteco Token and the options for use of the Finsteco Token and the Project. Tokenomics is made available to the Customer after logging into his Account.

- 2.6 Account means the user interface of the Website established for the Customer by registration. The successful creation of an Account is a prerequisite for the continued use of the Website's features as well as other features provided by associated websites.
- 2.7 Website means the website <https://www.finsteco.com>.
- 2.8 Customer means
- a. Consumer - a natural person who is not acting within the scope of his/her business, occupation or profession when concluding and performing a contractual Agreement and who has reached the minimum age of 18 years;
 - b. entrepreneur - a natural person who, when entering into and performing the Agreement, is acting within the scope of his or her business, occupation, or profession; and
 - c. an authorized representative of a legal entity,
- and who has entered into the Agreement with Finsteco. The Customer is a party to the Agreement.
- 2.9 Agreement means an agreement in electronic form, usually in the form of accession to these GTC, which includes the Privacy Policy and all related legal documents, information and instructions relating to the conclusion of the Agreement and the performance of the mutual obligations of Finsteco and the Customer, in force at the time of conclusion of the Agreement.
- 2.10 Contractual Party means Finsteco and the Customer who have entered into the Agreement with each other.

3 SUBJECT MATTER OF THE AGREEMENT AND PROCEDURE FOR ITS CONCLUSION

CREATION OF AN ACCOUNT BY THE CUSTOMER

- 3.1 Finsteco provides the possibility to create an Account by registering on its Website. Customers who are interested in purchasing a Finsteco Token must register; prior to registration, these GTC, the Privacy Policy, and any other relevant documents for the contractual relationship between the Customer and Finsteco as well as the rules for the use of the Website are made available to the Customer. Creating an account is free of charge.
- 3.2 The Customer establishes an Account by entering the required personal data. The Customer is advised to use a strong password when creating an Account and to subsequently store and guard this password against its theft or misuse by third parties. In the event that the Customer is harmed as a result of a third party misusing his Account, in particular, but not exclusively as a result of the misuse of his Customer Interface by a compromised or stolen password, Finsteco shall not be liable for any such damage and/or other harm caused to the Customer.
- 3.3 After registration, the Customer will receive an authentication code to the e-mail address provided by him, after entering which an Account will be created for him and, after logging in, his limited user interface on the Website will subsequently be made available to him. The full functionality of the user interface on the Website requires the procedure specified in clause 3.6 of Article 3 of these GTC.
- 3.4 Finsteco reserves the right to limit the number of Accounts per Customer and not to allow the creation of a new Account in the case of an existing relationship.
- 3.5 Accounts operated by Finsteco are so-called non-fiat balance accounts. This means that the Customer only has the ability to purchase Finsteco tokens and store them in a cryptocurrency wallet, not to transfer and store funds in the form of fiat money.

PURCHASE OF FINSTECO TOKEN

- 3.6 To purchase a Finsteco Token, the Customer selects the specific type of token they wish to purchase. Within the functionalities of the Website, the Customer selects the purchase value indicated in EUR and is

subsequently obliged to cooperate with the identification and verification performed by Finsteco in accordance with the AML Law, both prior to the conclusion of the Agreement and during the term of the contractual relationship. Notwithstanding the initial provision of data, information and statements, the Account may be canceled if the Customer fails to undergo the checks necessary to protect against money laundering during the term of the Agreement.

- 3.7 Finsteco may, as part of the process of identification and verification of data, information, statements and IDs, decide not to enter into a Contract with a particular Customer, in accordance with the rules adopted in fulfilling the obligations under the AML Act.
- 3.8 To protect against money laundering, Finsteco has adopted internal rules that include not entering into Agreements with persons based in/with companies based in so-called Designated Locations, which are considered by the AML Regulations to be high-risk countries.
- 3.9 Upon successful verification of the data and information required under Act No. 297/2008 Coll. on the Protection against the Legalization of Proceeds of Crime and on the Protection against the Financing of Terrorism, as amended (the so-called "AML" Act), the AML Rules shall be amended as follows. KYC (Know Your Customer) of the Customer, Finsteco sends a confirmation message to the Customer's email that the Customer has successfully registered and his Account has full functionality of the user interface on the Website and at the same time Finsteco confirms the Customer's order for the purchase of a Finsteco token (number of tokens and amount in EUR).

4 FINSTECO TOKEN PRICE

- 4.1 The Price represents the amount expressed in Euro currency that is charged for the quantity of tokens selected as part of the Customer's order.
- 4.2 The Customer shall pay the price charged for the Finsteco Tokens ordered by it in the form of a wire transfer to the Finsteco bank account, no later than 7 days from the date of Finsteco order confirmation. The means of payment shall be a bank order.
- 4.3 Upon receipt of payment for the Finsteco token ordered by the Customer, Finsteco shall send a message to the Customer's email confirming the purchase of the Finsteco token. After logging into his Account, the Customer can view the current amount of Finsteco Token and transaction history.
- 4.4 In the event that the Customer fails to pay the price charged for the Finsteco Token ordered by him/her within the period specified in clause 4.2 of Article 4 of these GTC, his/her original order will be canceled by Finsteco. Finsteco will send a message to the Customer's email about the missed opportunity to purchase a Finsteco token.
- 4.5 The Customer shall have the opportunity to become familiar with the amount of the price prior to the purchase of the Finsteco token.

5 SPECIAL PROVISIONS

- 5.1 By registering, the Customer confirms that he/she has read the text of these GTC, the Privacy Policy and other relevant documents and rules, which have been made available to the Customer in a timely and appropriate manner prior to registration, thereby confirming his/her willingness to be bound by their provisions. Finsteco shall ensure that the Customer is always informed in a timely and sufficient manner about the nature of all functions of the Website during the duration of the contractual relationship, prior to the use of funds for their use.
- 5.2 The Customer acknowledges and agrees that Finsteco is not acting as a broker, intermediary, agent, or adviser or in any fiduciary capacity and no communication or information provided by Finsteco shall be deemed or construed as investment, tax, or other forms of advice.

6 USE OF WEBSITE FEATURES

- 6.1 The functions of the Website, the use of which is the subject of the Agreement, will be provided to the Customer in a virtual form via the Website. The Website will provide the Customer with access to an Account that allows access to and use of the Website Features as set out in these GTC and their description.
- 6.2 In the event that the Website Features are used in breach of these GTC or other contractual documents, including any form of misuse of the Website Features or breach of contractual obligations by the Customer, Finsteco shall have the right to suspend the provision of the ability to use the Website Features. The Customer, by its actions, waives any financial compensation, in kind or in any other form, for the duration of said suspension. Finsteco may also unilaterally terminate the Agreement if the Customer, by its actions, violates or fails to comply with the provisions of these GTC in any way. However, this shall be without prejudice to Finsteco right to compensation for damages incurred.
- 6.3 The Customer shall properly protect the Account login details from disclosure and disclosure to any person other than the Contractual Party. Finsteco shall not be liable for any misuse of the Account, which shall include, but not be limited to, its use by an unauthorized person.
- 6.4 The Customer is entitled to use its Account as a single user interface on Finsteco's Website, while the use of multiple Accounts is strictly prohibited, in particular, but not exclusively, for the purpose of preventing or in any way jeopardizing fair play and participation of other Customers.

For these purposes, the Customer is obliged to comply with the rule of one IP address per Account.

In the event that Finsteco becomes aware of a breach of these GTC pursuant to this clause 6.4, Finsteco shall be entitled to terminate the Customer's Accounts to the extent that the Customer is in breach of this clause, and Finsteco shall be entitled to terminate all Accounts belonging to the Customer.

- 6.5 In connection with the provision of the use of the Website features, Finsteco hereby assures the Customer that it will not use any information about the manner in which the Customer uses the Website features. Finsteco guarantees complete discretion regarding the use of the Website features and confidentiality of all facts relating to the use of the Website.

7 RECLAMATION

- 7.1 Finsteco shall use its best endeavors to satisfy the Customer's requirements. In order to achieve this, it offers the possibility of filing a Complaint.
- 7.2 The Customer has the right to claim liability for defects in the functions used on the Website by means of a complaint addressed to Finsteco. The Complaint must be in writing and sent by electronic means (e-mail) to the e-mail address: reclamations@finsteco.com.
- 7.3 The Customer has the right to notify Finsteco in the complaint of a defect consisting, for example, in the unavailability of the functions of the Website, its malfunctioning, or obvious errors.
- 7.4 The Customer should make a claim without undue delay, immediately upon discovery of the defect.
- 7.5 As a rule, Finsteco shall process the claim within 7 (in words: seven) working days in more complex cases within 30 (in words: thirty) days from the date of receipt of the claim. Finsteco shall subsequently inform the Customer of the settlement of the claim.

8 COPYRIGHTS, INTELLECTUAL PROPERTY, LICENSES

- 8.1 The Customer acknowledges that the Website contains texts, logos, designs, proprietary information and materials, the ownership of which is always with Finsteco, and which are protected by the applicable intellectual property and other laws, including, but not limited to, copyright laws.

- 8.2 The Customer agrees to use such protected information or materials solely for the purpose of using the Services in accordance with these GTC. The Customer agrees not to copy, reproduce, modify, lend, rent, lease, loan, republish, sell, distribute, download, or create derivative works of the Protected Information and Materials in any way and not to use the Website or any part thereof that is subject to intellectual property protection in any unauthorized manner, including, but not limited to, by disclosing the contents thereof to third parties.
- 8.3 Prior written consent of Finsteco must be obtained for any use of protected information and materials, other than the actual use of the Website and the use of the Services in accordance with these Terms and Conditions.
- 8.4 The Customer is prohibited from damaging the operation and structure of the Website by circumventing or violating security measures, uploading files containing viruses or malicious programs, accessing the accounts of other Customers, or engaging in any other unfair or unlawful conduct that violates the law or the rights of Finsteco or other Customers.
- 8.5 In the event of a breach of any provision of this GTC, the Customer shall be liable to Finsteco in full for any damage caused thereby, including non-pecuniary damage.

9 TERMINATION OF THE AGREEMENT

- 9.1 In view of the fact that the subject matter of the Agreement between the Customer and Finsteco pursuant to these GTC is also the provision of access to the functionalities of the Website, in particular, but not limited to, the creation of an Account and the subsequent purchase of a Finsteco Token, the cancellation of the Agreement between Finsteco and the Customer constitutes the termination of the Customer's use of his/her Account of the functionalities of the Website.
- 9.2 Termination of the Agreement is therefore possible in the following cases and in the following manner:
 - a. Termination by Finsteco on the grounds that the Customer's actions in any way violate or fail to comply with the provisions of these GTC (in particular the provisions of clauses 6.1 and 6.2 of Article 6 of these GTC),
 - b. withdrawal of the Customer due to a change in the GTC during the term of the Agreement, if the Customer has expressed its disagreement with such change within 5 (in words: five) days from the publication of the new version of the GTC; publication of the GTC shall be understood as the delivery of the notice of the change in the GTC by the Operator to the Customer pursuant to Article 13 of the GTC;
 - c. withdrawal from the Agreement by the Customer, at any time during the use of the Website, by terminating his Account.
- 9.3 In the event of termination of the Agreement, i.e. termination of the Customer's Account, all assets in the form of Finsteco Tokens shall be credited back to the Customer's virtual currency wallet.

10 EXCLUSION OF LIABILITY

- 10.1 Finsteco strives for the continuous provision of the services offered, the continuous availability of the Website functionalities and the smooth use of the Website. However, in cases of objective and unavoidable technical impediments or other facts causing impossibility of performance, Finsteco shall not be liable for such failures beyond its control. However, Finsteco shall use its best efforts to resolve the impediments as soon as possible.
- 10.2 Finsteco shall have the right at any time to cease its business activities, the provision of services and the operation of the Website or any part thereof and not to enter into new Agreements with further Customers.

11 COMMUNICATION, NOTIFICATION AND DELIVERY

- 11.1 The Parties agree that in the case of delivery of mutual correspondence, delivery under these GTC means delivery of written content to the email address: support@finsteco.com.
- 11.2 The date of delivery shall also mean the date on which the Contractual Party refuses to accept the document to be delivered or the date of return of a parcel containing the words "the addressee has not received the parcel within the deadline for receipt", "the addressee has moved", "the addressee is unknown" or any other note of similar meaning. In the case of electronic service of documents by e-mail, the document shall be deemed to have been served on the day following that on which it was sent. For the purposes of service by post, the addresses of the Parties set out in the Agreement (Order) shall be used unless the addressee of the documents has notified the sending Party of a new address or a new e-mail address for service of documents.

12 DISPUTE RESOLUTION AND JURISDICTION

- 12.1 The Parties agree that all disputes, if any, arising in connection with the performance of the obligations under the Agreement shall preferably be settled out of court by negotiation or mutual agreement. In the event that the Parties fail to resolve their disputes out of court, the Parties shall be entitled to resolve such disputes in a court of law in accordance with the relevant applicable legislation of the Slovak Republic. The local jurisdiction of the court is determined in accordance with Act No. 160/2015 Coll., the Civil Procedure Code, as amended.
- 12.2 Complaints, claims, or complaints of the Customers shall be received by Finsteco at the correspondence address indicated in the header of these GTC and at the e-mail address: reclamations@finsteco.com.

13 THE CHANGE OF GTC

- 13.1 Finsteco reserves the right to amend these GTC at any time during the term of the Agreement. The change to the GTC shall be notified by means of the Website or by notification via electronic communication. The Parties shall at all times be bound by the provisions of the GTC in force at the time of the Contract; the provisions of clause 9.2(b) of these GTC shall not be affected thereby. If the Customer does not express disagreement with the wording of the GTC within 5 (in words: five) days of notification of their change, these GTC shall also become effective in relation to the valid Agreement.

14 FINAL PROVISIONS

- 14.1 These GTC shall enter into force on 28 February 2023.
- 14.2 If any provision of the GTC becomes invalid, ineffective, or unenforceable to the extent specified, the remaining provisions not affected thereby shall remain in full force and effect. In such case, Finsteco shall replace such provision with a valid, effective and enforceable provision that deviates as little as possible from the principles agreed upon in these GTC, while maintaining the economic and legal purpose and meaning of the replaced provision.

In Bratislava, Slovak Republic
28 February 2023

Finsteco s.r.o.
Ing. Vladimír Ruščák, Managing Director