

## General Terms of Service “paycek.io” (“Terms”)

Please read these Terms carefully. By using the website <https://paycek.io/> (“Platform/PayCek”) You agree and consent to these Terms. The Terms govern rights and obligations between You (“You/Partner”) and company Electrocoin d.o.o./l.t.d., with its registered seat in Zagreb, Ilica 15, OIB/PIN: 45841695639, registered at the Commercial court in Zagreb under Reg. No.: 080893710 and/or its branch-offices and/or subsidiaries (“EC”) in regard to EC's cryptocurrency processing service when paying for the goods and services of the Partner's customers (further: the "Service").

Privacy policy is an integral part of these Terms (<https://paycek.io/privacy>)

The Terms represents an agreement between You and EC (further together: “Parties”) which refers to the use of: (a) EC’s Platform and all connected EC-host websites (under the common name of “Website”), and (b) any other service offered by EC on the Platform, and which Agreement regulates the transactions of processing cryptocurrencies payment made by third parties in order to execute a payment to the Partner on any basis ("Agreement").

### Terms and definitions

The following terms and definitions apply to this Terms:

**"Cryptocurrency"** is a digital representation of value that is not issued or guaranteed by a central bank or a public authority, is not necessarily attached to a legally established currency and does not possess a legal status of currency or money, but is accepted by natural or legal persons as a means of exchange and which can be transferred, stored and traded electronically;

**"Fiat currency"** is money issued by the central bank of a state or monetary union and is a legal tender;

**"Exchange period"** is the time for which it is guaranteed that exchange rate will remain the same;

**"Exchange rate"** is the rate for which Cryptocurrency are exchanged for Fiat currencies, Fiat currencies for Cryptocurrencies and Cryptocurrencies for Cryptocurrencies, and is determined for each transaction, while is valid only for the Exchange period;

**"Processing"** means converting the Cryptocurrency into Fiat currency based on the Exchange rate;

**„Wallet“** is a set of private keys and associated cryptocurrency addresses that represents the ownership of the amount of cryptocurrency allocated to those addresses.

**"Customer"** is any third person who makes payments to the Partner on any basis.

For all terms / definitions that are not defined by these Terms, the usual meaning used in the same or similar transactions, or in internet jargon, will be considered relevant.

### 1. AGREEMENT

- 1.1. By accessing the Platform or by using the Service in any way, You agree to these Terms and all pertaining terms and policies. If You disagree with any of these Terms, You shall not be able to access or use any of the Services.

- 1.2. By accepting these Terms, You declare and guarantee that You have legal and business capacity required to enter into the Agreement, and you undertake to keep confidential all documents, data and materials delivered to you and made available by EC in connection with the provision of the Service (hereinafter: "Confidential Information"). Additionally, you agree not to use the Confidential Information except for the purposes provided for in these Terms, and not to disclose, copy, reproduce or distribute the Confidential Information. The obligation to maintain confidentiality does not refer to the disclosure of Confidential information that has already become available to the public in another way than by breaching the obligation of confidentiality or obtained from other sources that are not subject to confidentiality or to the disclosure of Confidential information in fulfillment of legal obligations to the competent authorities.
- 1.3. EC reserve the right to unilaterally change these Terms at any time by publishing modified Terms on the Platform, and such modifications enter into force at the moment of disclosure.
- 1.4. By continuing to access or use the Platform or the Services after we publish the amended Terms, You accept that You are subject to them. In case You disagree with any of the amended Terms, You must cancel Your transaction and stop using the Platform and the Services.
- 1.5. You further agree that we will not be held liable to You or any third party for any modification and/or cancellation of Services, or suspension or termination of Your access to the Platform and/or Services, unless otherwise expressly stated in these Terms.
- 1.6. By accepting these Terms, you agree to make the logo and name of EC available to the public via the internet on your platform, website or in another similar way and to emphasize cooperation based on these Terms. EC will do the same. The Parties mutually guarantee that they are the owners of all intellectual property rights that they transfer to each other as part of these Terms, and that third parties will not claim compensation for the aforementioned.

## 2. SERVICE

- 2.1. To use the Service, you must open a user account on the Platform (hereinafter: "User Account"). By accepting these Terms and opening a User Account, you must provide EC with the following information:
  - a) type of person opening the User Account: legal or physical;
  - b) first and last name or company/name of the Partner;
  - c) address of residence / place of residence / seat of the Partner;
  - d) OIB - exclusively for legal entities;(points a) - d) hereinafter together: "User data").
- 2.2. EC, as an obligee of the Act on Prevention of Money Laundering and Terrorist Financing, will implement procedures for the prevention of money laundering and terrorist financing (hereinafter: "AML") on the Partner, to the extent established by law. You undertake to submit all valid documents and statements required by AML procedures, and at the same time you accept that the execution of transactions and the payment of Fiat currencies is conditioned by the aforementioned.
- 2.3. You can change User data only by submitting a valid document proving the change in question to EC.
- 2.4. After opening the User Account, and in order to receive Fiat currencies after Processing, you must create a Payment Profile and:
  - choose in which Fiat currency you will receive payments,
  - enter your bank account and

- indicate the location where Customer payments will be made (web or physical locations).

You can have multiple Payment Profiles on one User Account.

- 2.5. All payments of Processed Fiat currencies will be made by EC to the bank accounts specified by the Partner in its Payment Profile, and by accepting these Terms and Conditions, the Partner confirms and guarantees that the entered bank accounts are exclusively on its name and User data.
- 2.6. Within the Payment Profile, the Partner will be offered Cryptocurrencies for which Processing is possible. Payment processing in certain Cryptocurrencies may take longer, due to the required number of transaction confirmations on the blockchain. By accepting these Terms, you confirm that EC is not responsible for and cannot influence the Processing time for such Cryptocurrencies.

### **TRANSACTION MECHANISM**

- 2.7. When Partner initiates the Service, EC will process Partner's Customers payments via the Platform, all under the terms and methods of Processing that the Partner selects on the Platform and accepts in these Terms and any Annexes thereof, as follows:
  - the Customer will execute the payment in Cryptocurrency to the Partner through the Partner's website, point of sale or in another convenient way;
  - the Customer may be redirected to the Platform for the purpose of Processing;
  - EC will process the Customer's payment in Cryptocurrency on behalf and for the account of the Partner;
  - the moment of receipt of payment in Cryptocurrencies (both between EC and Partners, as well as with Customers) will be considered the moment of receipt of Cryptocurrency in EC's digital wallet (further: "Valid Transaction").
- 2.8. After Processing, the Partner is authorized to:
  - a) request payment of Processed Fiat Currencies to their bank account, without delay ("Manual Transfer"),
  - b) adjust settings for the payment of Processed Fiat Currencies in the Payment Profile interface in a way to set the minimum amount of Processed but unpaid Fiat Currencies, within the range offered by the Platform, after reaching which the Fiat Currency is transferred to the Partner's bank account, and such transfer is executed on a daily basis base if the conditions are met ("Automatic daily transfer").
- 2.9. In any case, when the value of Processed but unpaid Fiat Currencies reaches the value of EUR 1,000 which is determined on a daily basis, the Fiat Currency is automatically transferred to the Partner's bank account. Also, at the end of each calendar month, Processed but unpaid Fiat Currencies will be automatically transferred to the Partner's bank account ("Monthly Transfer").
- 2.10. The equivalent value of the Fiat Currency for payments in Cryptocurrencies, according to the Exchange rate, will be paid by EC to the Partners bank account within two bank working days starting from from the day of receipt of the request for payment via the Platform, or the occurrence of the transfer conditions specified in these Terms and any Annexes.
- 2.11. Exclusively in the case when the Partner requests payment of an amount less than 30 euros by manual transfer (further: "Minimum amount"), EC will reduce the payment of the amount that is less than the Minimum amount for the bank fee applicable for executing the transaction in question, in the amount determined by EC's commercial bank at the time of payment (further: "Bank fee").
- 2.12. On the first day of the current month, EC will deliver to the Partner, via email, a report on processed payments in Cryptocurrencies for the previous month (further: "Report"). The

report on processed payments in Cryptocurrencies will contain the time of receipt of the Cryptocurrency (date, hour and minute), the amount, as well as data on the payments made by the EC to the Partner. The Partner also has the possibility to generate Reports on the Platform at any time.

- 2.13. When the Customer's payments are executed through the Partner's website, if the Customer sends a smaller amount of Cryptocurrency than required according to the Exchange Rate, EC will enable the Customer to choose to execute additional payment within the period of additional 15 minutes, or cancel the transaction. If the Customer executes the additional payment within the additional period, the transaction will be considered a Valid Transaction. If the Customer cancels the transaction or does not pay the required amount within the additional period, the transaction will be canceled and EC will identify the Customer and execute the refund of the cryptocurrency through a unique identifier.
- 2.14. An initiated transaction can be canceled only until it has been executed as a Valid Transaction (further: "Cancellation of Incomplete Transaction").
- 2.15. If the Customer requests the cancellation of the Valid Transaction, all obligations towards the Customer, which arise and would arise from the applicable legal regulations on the protection of consumer rights including the execution of refund to the Customer, will be the responsibility of the Partner, all considering that the Valid Transaction in question, in terms of Processing, has been completed entirely.
- 2.16. If the Partner or the Customer cancels an incomplete transaction, EC will verify the Customer, who will be refunded with the amount of Cryptocurrency paid from such a transaction, through a unique identifier. EC reserves the right to charge the Customer all fees and costs occurred in the case of returning the Cryptocurrency due to the cancellation of the incomplete transaction, and reducing the amount of Cryptocurrency that is returned for the amount of such costs.

### **3. PREPARATION AND SUBMISSION OF DOCUMENTATION AND DATA**

- 3.1. If necessary to submit written or electronic documentation, the Parties undertake to prepare and submit it independently in a suitable manner within a reasonable time.
- 3.2. The Parties agree that EC shall deliver all notifications to the Partner to the email addresses listed on User Account.
- 3.3. The Parties declare that they are in compliance with the Croatian and European legislation on data protection in their economic activities. EC, in order to perform the Service, shall receive access only to those personal data of the Customer which are necessary for the performance of the Service. EC independently determines the purposes, methods and means of personal data processing. EC is the data controller in terms of the processing of personal data. The Customers personal data, to which EC has access for the purposes of payment Processing, are: digital wallet address, amount, random string id, e-mail, time of payment and closing of the transaction. The Partner undertakes, through its documents and terms or in another appropriate way, to inform the Customer of the personal data processing policy in connection with the provision of the Service, which is available at <https://electrocoin.hr/privatnost>.

#### **4. FEE AND COSTS**

- 4.1. EC processes transactions based on the Exchange rate valid at the time of Processing, at the Customer expense. The Partner has the option, in the interface of his Payment Profile, to determine whether he will participate in the Exchange rate, in a way to determine the percentage of Fiat currency that he will pay to EC for the Exchange rate on behalf of the Customer. This amount is visible in the Partner's Payment Profile interface for each individual transaction.
- 4.2. In addition to the part of the Exchange rate, which EC will claim if the Partner decides to bear it as described in the previous paragraph, EC will claim bank fees from the Partner in case of payment of an amount less than the Minimum amount stated in point 2.8. of these Terms.
- 4.3. EC warrants to the Partner that the exchange rate at the time of Processing shall be equal to or more favourable than the exchange rate offered to clients who do not hold a user account on the website electrocoin.eu.
- 4.4. For each transaction on the blockchain network, the Customer can be charged with a fee which is not part of the cryptocurrency amount that the Customer sends to EC at the direction of the Platform, does not belong to EC nor the Partner nor can they influence it, and it is borne by the Customer and the Customer has the option to set it in his Wallet ("Customer's Network Fee").
- 4.5. For each transaction EC charges the Customer, separately from the Customer's Network Fee, a fee for each transaction, and the same constitutes an integral part of the total amount of Cryptocurrency that the Customer sends to EC at the Platform's instruction ("EC Network Fee"). The stated EC Network Fee belongs to EC and is borne by the Customer. If technical possibilities allow, EC will separately state the EC Network Fee to the Customer for each transaction.

#### **5. LIABILITIES OF THE PARTIES**

- 5.1. EC shall not be liable to the Partner, Buyers, government bodies or any third party for any request and/or claim they may have against EC on the grounds which include, but are not limited to, the inability to Process cryptocurrencies due to technical reasons or force majeure, cancellation/termination of the payment basis by the Buyer, payment of cryptocurrency by an unauthorised person, tax liabilities arising from payments in cryptocurrencies, etc.
- 5.2. In the event of a dispute with any third party, regarding the transactions Processed by EC for the Partner, the Partner undertakes to intervene in the proceedings in the legal position of the intervener on EC's side, and by accepting these Terms, gives their advance consent that, if the plaintiff agrees, they will enter the process as an intervenor for the defendant. If the EC fails in that dispute, and is obliged to pay the plaintiff's request and/or claim on any legal basis, including all costs of the procedure and interest, the Partner is obliged to reimburse the amount paid to EC without delay, as well as all other associated costs in the event that the cause of the payment of compensation and costs is the fault of the negligence of the Partner.
- 5.3. For the avoidance of any doubt, EC shall be liable to the Partner solely for fulfilling its obligation to Process Customer payments to the Partner in Cryptocurrencies and to pay its equivalent in Fiat currency in accordance with the provisions of these Terms.

- 5.4. It is expressly agreed that the Partner is solely liable for verifying the security key that the Platform submits with a call to the Partner's server at and during the execution of Processing, all for the purpose of preventing abuse by unauthorized third parties in the transaction. The original security key with which the Partner shall make a comparison in addition to EC is owned only by the Partner, and the Partner undertakes to enable EC to deliver the specified key in each transaction exclusively via the HTTPS protocol. If the Partner fails to fulfill all obligations for the purpose of secure execution of the transaction in accordance with the provisions of this article, it is solely liable for any potential damage.
- 5.5. The Partner expressly warrants to EC that it has all necessary approvals and/or licenses and/or registrations required to carry out the activities for which transactions shall be performed under these Terms and also warrants to EC that EC shall not bear any liability and/or be liable for any damage in the event that the said warranty is not complete and/or valid. If any proceedings are initiated against EC on any of the above or related grounds, the Partner undertakes by accepting these Terms to intervene in the proceedings in the legal position of the intervener on EC's side, i.e. to enter into proceedings as a defendant, all at the invitation of EC or the competent court and all in accordance with the applicable regulations. If EC loses in this dispute and becomes obliged to pay the request and/or claim of the plaintiff on any legal basis, including all costs and interest, the Partner is obliged to reimburse EC without delay the amount paid, and all other related costs incurred by EC in connection with such a dispute (for example, the costs of representation by a lawyer, material costs, etc.).
- 5.6. The Parties hereby determine that EC does not accept any liability for the use, implementation, functionality, or any damage arising from the use of third party software solutions which would be used directly or indirectly in relation to the PayCek Service, its functionalities or connection to other Partner or third party systems.

## **6. MISCELLANEOUS**

- 6.1. These Terms as well as Privacy policy represent a unique legally binding contract between Partner and EC, in relation to the Services and Platform and supersedes all prior knowledge, contracts, agreements, representations and warranties, both written and oral.
- 6.2. These Terms may be unilaterally amended at any time by the EC and the EC shall not be liable for any consequence of such modification.
- 6.3. Croatian law applies to these Terms. Any disputes that may arise from these Terms, their interpretation and/or execution - the Parties will resolve primarily by mutual agreement in the spirit of good customs and business ethics, and if they fail to do so, they agree to the local jurisdiction of the court in Zagreb.
- 6.4. Partner is not authorized to transfer this Agreement to another person either by contract or otherwise.
- 6.5. If any arbitration, court or administrative body determines that any provision of this Terms is invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and any provisions not affected by the afore-mentioned shall remain in full force and effect, while invalid or unenforceable provision will be replaced by a valid one.
- 6.6. Platform, Website and Services and the entire content including, but not limited to, all information, software, text, display, images, video and audio, design, selection and layout, and all copyrights, trademarks and other intellectual property rights contained in them, are

the property of EC, its licensors or other providers of such material. You agree that you shall not exercise any rights on them.

- 6.7. These Terms are available in croatian and english language. In case of interpretation, the Croatian version will prevail.