

Terms of Use - COINWERFER S.R.O.

Website Terms of Use

Last updated: 28 March 2023

(“Terms of Use”)

These Terms of Use govern your rights and obligations while accessing, viewing, browsing, visiting or using the COINWERFER website that is available to you free-of-charge subject to these Terms of Use, except to the extent it is subject of a separate terms and conditions.

These Terms of Use may be published in English as well as in other language versions. In the event of any discrepancies between the individual language versions of these Terms of Use, the English version shall always prevail.

We reserve the right to change and/or amend these Terms of Use from time to time as we see fit. Given this fact, you should check these Terms of Use periodically.

By accessing, viewing, browsing and/or otherwise using the Website, you accept these Terms of Use and agree to comply therewith. If you do not agree with these Terms of Use you may not use our Website and you must immediately leave it.

If you violate any part of these Terms of Use you may have your access canceled without prior notification and you may be permanently banned from accessing, viewing, browsing and using the Website.

DEFINITIONS

“Website” refers to the official COINWERFER website <https://coinwerfer.cz/> and any subdomains thereof.

“visitor” and “you” refer to anyone accessing, viewing, browsing, visiting or using the Website.

Company "Coinwerfer s.r.o." registered (reg. No. 14083701 on December 21, 2021) in the Czech Republic and provides virtual currency services under the Czech Commercial Register

PRIVACY POLICY

We represent that the collection of your personal data shall be limited as much as possible.

Any collection, storage, and handling of your personal data collected by us in connection with your accessing, viewing, browsing, visiting or using the COINWERFER website, shall be governed by a separate set of terms on handling the personal data of Website users (Privacy Policy), located at the bottom of the Website.

WEBSITE ACCESS

The availability of the Website is subject to our sole decision and we do not guarantee the Website will be always available or uninterrupted. We may suspend our Website at any time for any reasons including but not limited to maintenance and repairs. We may discontinue the Website, its sections or its content for any reason without prior notice.

You are solely responsible for making all arrangements necessary to access the Website including use of compatible software and hardware.

We may terminate your access or suspend your right to access to all or part of the Website, without prior notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is in breach of these Terms of Use.

ONLINE CONDUCT

You agree to use the Website only for lawful purposes. You are prohibited from posting on or transmitting through the Website any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic, or otherwise objectionable material of any kind, including but not limited to any material that is or that encourages fraudulent activity or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, federal, or international law. You are also prohibited from sending or otherwise posting unauthorized commercial communications (such as spam) through the Website.

We reserve the right to prohibit conduct, communication, or content that we deem in our sole discretion to be unlawful or harmful to you, the Website, the Website users, our customers or any rights of Coinwerfer s.r.o. or any third party. We may without having to give a reason in our sole discretion remove or request the removal of any user content from the Website.

We may disclose any user content or electronic communication of any kind to satisfy any law, regulation, or government request; if such disclosure is necessary or appropriate to operate the Website; or to protect the rights or property of Coinwerfer s.r.o. its associates, our users and customers and/or you.

You must not attempt to introduce viruses or other malicious or harmful material to the Website or its visitors, to gain unauthorized access to the Website or servers connected to the Website or the servers storing the Website, or to attack our Website via a DoS or DDoS attack.

For any information, like email addresses, shipping contacts or other information or data including text and pictures sent, transmitted, or uploaded by you on the Website that are subject to intellectual property rights, you agree to grant us and our respective contractors and business partners a free, non-exclusive, transferable, license to use, copy, digitally store, and distribute such user content and to prepare derivative works based on, or incorporate into other works also for commercial purposes, for the duration of the intellectual property rights.

Our Website is in English only. Any other language version of the Website is not an official translation and we may not be held liable for any discrepancies in translation.

COPYRIGHT

You acknowledge that the Website contains information, data, software, photographs, graphs, videos, typefaces, graphics, music and other material (collectively as the "Content") that are protected by copyrights, trademarks, trade secrets, rights in databases and/or other proprietary rights.

Except as expressly stated herein, you are not allowed to change, alter, copy, reproduce, distribute, republish, download, display, post, send, transmit or otherwise use (including "mirroring" and "framing" on other devices or servers) the Content or any portion of the Website itself in any form or by any means without prior written permission of Coinwerfer s.r.o. or the copyright owner (if different from Coinwerfer s.r.o.).

You may not download (other than page caching) or modify the Website or any portion of it including but not limited to any collection and use of any product listings, descriptions, or prices; any derivative use or making adaptations of the Website or its Content; any downloading or copying of account information for the benefit of another merchant; and any use of data mining, screen-scraping, robots, or similar data gathering and extraction tools.

Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use the Website or any Content except when expressly stated herein.

You are hereby granted a limited, revocable, non-exclusive right to access, view and use the Website and its Content for your personal, non-commercial use only. On any copies of the Website or the Content you make, the proprietary notices must be kept. This right to access, view and use (license) terminates automatically if you breach any part of these Terms of Use. Upon termination you must immediately delete all of the Website data and the Content in your possession or control.

TRADEMARKS

Coinwerfer and other marks which may or may not be designated on the Website by a "TM" "®" "SM" or other similar designation, are used on this Website under the license of the authorized entity.

The trademarks may not be used by you without prior, written, consent by Coinwerfer s.r.o. or their owner (if different from Coinwerfer s.r.o.), including but not limited to the instances when they are used in connection with any other product or service, or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Coinwerfer brand.

The graphics, logos, page headers, button icons, scripts, and service names are used on this Website under the license and/or permission of the authorized entity. All other trademarks that appear on the Website are the property of their respective owners, who may or may not be associated with us.

LINKS

We are not responsible for the content of any sites that may be linked to from the Website or any bulletin board or forum associated with us or the Website. These links are provided for your convenience only and you access them at your own risk. Unless otherwise noted, any other website accessed from the Website is independent from us, and we have no control over the content of that other website.

In addition, a link to any other website does not imply that we endorse or accept any responsibility for the content or use of such other website. In no event shall any reference to any third party or third-party product or service be construed as our approval or endorsement of that third party or of any product or service provided by a third party.

You may link to the homepage of our Website in a fair and legal way that does not damage our reputation or suggests any form of association or approval on our part where there is none. We reserve a right to forbid any linking to our Website.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

The Website is provided on an "as is", "as available" basis. We do not warrant that use of the Website will be uninterrupted or error-free.

We disclaim warranties and representations of any kind, whether expressed or implied including but not limited to warranty of the accuracy, integrity, or completeness of the Content provided on the Website. No oral advice or written information given by Coinwerfer s.r.o. shall create a warranty, unless expressly stated otherwise.

Under no circumstances shall any information on the Website or provided to you by us constitute financial, investment or professional advice, unless explicitly stated so.

You are above all solely responsible for your decisions regarding storing, buying, selling, exchanging, sending and receiving cryptocurrency coins and you shall always consider your financial circumstances and associated risks before obtaining coins of any cryptocurrency.

You represent in particular that you understand that the value of cryptocurrency coins may be extremely volatile and that its exchange rate in respect to other cryptocurrencies or to fiat currencies

may fluctuate significantly, which could lead to significant and sudden decreases in the value of your cryptocurrency assets.

You agree that your access to, viewing of, browsing, visiting or use of the Website is at your sole risk. Under no circumstances shall Coinwerfer s.r.o. be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Website, including but not limited to reliance by a user on any information obtained at the Website, or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation or transmission, or any failure of performance.

You hereby acknowledge that some countries do not allow the exclusion or limitation of liability, in such countries the liability is limited to the fullest extent permitted by law.

You agree to indemnify, defend, and hold Coinwerfer s.r.o. and its agents, employees harmless from and against every third party claim and expense, including reasonable attorneys' fees, related in any way to your use of the Website or your violation of these Terms of Use.

We are not obliged to fulfill any of our obligation under these Terms of Use, if temporarily or permanently prevented by vis maior - event or circumstance that is extraordinary, unforeseeable and unpreventable by usual means and with proper care, and that occurred independently of our will; such vis maior event is, among other things, a serious hacking attack or power shortage.

APPLICABLE LAW, DISPUTE RESOLUTION

You agree that the laws of the Czech Republic, without regard to principles of conflict of laws, will govern your visit of the Website, these Terms of Use, the Privacy Policy and any dispute of any sort that might arise between you and Coinwerfer s.r.o. This choice of law clause does not deprive the consumer of his rights under mandatory provisions of the law of his country of habitual residence in case such law would otherwise be applicable pursuant to the Article 6 (1) Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

Any dispute relating in any way to your visit to the Website, to these Terms of Use or to our Privacy Policy shall be finally decided before the courts of the Czech Republic, in particular before the District court for Prague 8 and (in case when the regional court decides as a first instance court) before the Municipal Court in Prague. Should you in any manner have violated or threatened to violate Coinwerfer s.r.o. intellectual property rights, Coinwerfer s.r.o. may seek injunctive or other appropriate relief in any court of our choice. You consent to exclusive jurisdiction and venue in such courts.

CONTACT US

If you have any questions about the Website or these Terms of Use, including any complaints, you may contact us via email: info@coinwerfer.com or by regular mail at Bílkova 855/19, Staré Město, 110 00 Praha 1, Czechia.

When you use the Website, you are communicating with Coinwerfer s.r.o. You agree to receive electronic communications related to your use of the Website. We may provide notices to you via email listed under your User Account or by notices on the Website, and those notices are deemed to be in

writing for legal purposes and are effective on the date that we send or post them. As long as you access and use the Website, you agree that you will have, or have access to, the necessary software and hardware to receive such notices.

FINAL PROVISIONS

If any provision of these Terms of Use shall become invalid or unenforceable, it shall not affect the validity or enforceability of other provisions, unless it is implied that the invalid or unenforceable provision is inseparable from other provisions.

You may not assign or transfer any of your rights or obligations assumed under these Terms of Use or in any other way related hereto without our prior written consent.

These Terms of Use, together with any other terms that you agree to when using the Website, comprise the entire agreement between Coinwerfer s.r.o. and you about your use of the Website.