

Rules and Regulations for Registration and Administration of Payment Cards on the zondacrypto Platform

§ 1. General provisions

1. These "Terms and Conditions for the registration and administration of Payment Cards on the zondacrypto platform (*hereinafter: "Terms and Conditions"*) set out the detailed rules for the provision by Expofer Servis House S.R.O. (*hereinafter: "Processor"*), through zondacrypto, of services consisting in providing Clients with an Account on the Exchange with the technical capabilities to make deposits and withdrawals by means of a Payment Card for the purpose of carrying out transactions on the zondacrypto platform.
2. The Processor is a provider of services for the technical handling of transactions. The Processor does not carry out the activity of payment services, but only provides the relevant telematics tools for their technical handling, including, in particular, the Processor does not carry out any activities related to accepting deposits or making withdrawals.
3. The Processor performs the technical handling of transactions made by the Client, for the benefit of zondacrypto, in connection with the agreement concluded between the Client and the Exchange Operator.
4. The Client's use of the Service is conditional on reading and accepting the contents of these Terms and Conditions. By accepting the Terms and Conditions, the Client enters into a Technical Transaction Service Agreement with the Processor.
5. In order to use the Service, it is necessary to have a device allowing access to the Internet, including software commonly used to browse its resources.

§ 2. Definitions

1. For the purposes of these Terms and Conditions, the following definitions shall apply:
 - a) **zondacrypto.com** - the website address of the online platform for online trading in cryptocurrencies where transactions are organised. The operator of the Exchange is BB Trade Estonia OÜ with its registered office in Tallinn, Estonia.
 - b) **Provider** - the payment service provider operating the Client's account;
 - c) **Intermediary Institution** - the entity through which the Client transfers funds to the Payment Operator for the purpose of making a Payment for a Transaction (in particular a bank, credit institution, payment institution, clearing agent).
 - d) **Payment Card (Card)** - a financial instrument enabling payment transactions processed by Payment Operators, which may be registered by the Client - cardholder on the Account.
 - e) **Foreign Payment Card** - a Payment Card that has been issued by a Payment Organisation outside Estonia.
 - f) **CVV2/CVC2 Code** - a three-digit code located on the back (reverse side) of the Payment Card next to the Cardholder's signature, used to authorise a payment transaction carried out with the Payment Card without the Cardholder's physical presence (payment transactions carried out via the Internet, telephone, mail).
 - g) **Payment Provider** - the entity or entities, jointly or each separately, providing payment services on zondacrypto.com, which entities are indicated in the Terms and Conditions of Services of zondacrypto;
 - h) **Service Fee** - the fee for the performance of the Services charged through zondacrypto to the Processor;
 - i) **Payment Organisations** - organisations that bring together issuers and institutions that provide services in the process of handling Payment Cards issued by these organisations; here: Visa and Mastercard.
 - j) **Payment** - the making of payment by the Client for currency exchange on Zondacrypto.com using the payment channels made available by the Payment Provider, in particular using the Payment Card,
 - k) **Cardholder** - a natural person, a legal person or an organisational unit not being a legal person but able to acquire rights and incur liabilities in its own name, who has concluded an agreement with the issuer of the Payment Card, or who, in accordance with the agreement concluded with the issuer of the Payment Card, is authorised to perform Payment Card transactions on the

basis of which the Payment Card was issued and Payment Card transactions are performed;

- l) **Processor** - Expofer Servis House s.r.o, a company incorporated under the laws of the Czech Republic, with its registered office in Ostrava, at V Zátíší 810/1, 709 00 Ostrava, registered in the Register of Companies under number CZ06095976, which remains the provider of technical processing of Payment Card transactions by the Client on the Exchange;
 - m) **Terms and Conditions** - these Terms and Conditions;
 - n) **Terms and Conditions of Services of zondacrypto** - the Terms and Conditions of Services, the content of which can be found on the zondacrypto platform.
 - o) **Parties** - the Client or the Processor;
 - p) **Transaction** - a service consisting in crediting an account at zondacrypto.com via a Payment Card, which enables the Client to buy and sell virtual currencies on the Exchange. The service may also consist of the Client ordering a withdrawal via Payment Card of funds held on his/her account with zondacrypto.com.
 - q) **Agreement** - the agreement concluded between the Client and the Processor through zondacrypto, on the basis of these Terms and Conditions, under which the Service remains provided;
 - r) **Service** - the service provided by the Processor, consisting in the technical processing of the Transaction made with the Payment Card;
 - s) **Issuer** - the bank issuing Payment Cards to the Client on the basis of the agreement previously concluded with the Client.
 - t) **Payment Order** - the order to execute a specific Payment submitted by the Client to the Issuer or the Provider through zondacrypto.
2. In addition to the definitions contained in paragraph 1 above, all definitions from the Terms and Conditions of Service of zondacrypto apply, available at: <https://zondacrypto.com/en/legal/zondacrypto-exchange/terms-and-conditions-of-service>.

§ 3. Payment Card Registration

1. In order to register the Payment Card in the Account, the Client who is the Cardholder, when making a Payment during the selection of the payment

method, should provide the details of the Payment Card (16-digit number of the Payment Card, expiry date of the Payment Card, CVV2/CVC2 code) and become familiar with the terms and conditions of the service, accept the provisions of these Terms and Conditions and successfully pass the verification of the Payment Card described in §3.4 of the Terms and Conditions.

2. The Client accepts the provisions of these Terms and Conditions together with submitting a declaration on signing up for the Service.
3. The Card verification service is provided by third parties with whom zondacrypto has entered into the relevant agreements.
4. In order to verify the Client's Payment Card, a non-refundable fee ranging between EUR 0.01 - EUR 1.00 is charged by the entity providing this service. Once the amount has been blocked, the Client is required to verify by entering a sequence of digits corresponding to the amount of blocked funds. In the event of an unsuccessful attempt to verify the Payment Card, the Card will not be charged for the verification.
5. The Client, by verifying the Payment Card, declares that he is the Cardholder. Furthermore, the Client may only use the Payment Card of which he is the Cardholder. The use of Payment Cards belonging to third parties is prohibited.
6. zondacrypto.com may only use a Card which has the functionality of verifying transactions via the 3D Secure service. A transaction carried out with a Card whose Issuer does not offer 3D Secure verification will not be accepted.
7. The Client undertakes two-step verification (also referred to as 2FA), consisting of two steps: entering a correct user ID and authentication password, followed by entering a code that only the relevant account holder of a specific service has access to. An example of software providing two-step authentication is Google Authenticator.
8. Due to the regulations applicable to Payment Providers, in particular those concerning anti-money laundering and anti-terrorist financing, the Payment Provider may temporarily block or refuse to carry out a Transaction if the Payment Card has been issued in a country on the list of high-risk third countries. In this case, the Client must contact zondacrypto using the email address: support@zondacrypto.com.
9. The Client within the Service may have a maximum of three Payment Cards assigned to the Account at the same time.
10. It is not possible to register a pre-paid Card (prepaid card) and a virtual Card issued to bearer.

11. The Client is responsible for ensuring the completeness and reliability of the encrypted and stored Payment Card data. If the Payment Card is changed, in order to use the Service, the Client is obliged to register again.
12. The Client manages the Payment Cards stored in the Account on his/her own, i.e. registers and deletes Payment Cards from the Account.
13. The Card Issuing Bank may refuse to execute Transactions using a Business Payment Card, the owner of which remains a business entity.
14. It is stipulated that making withdrawals with MasterCard Payment Cards is possible only with cards issued in a country belonging to the European Union.
15. As part of the Service, the Client, in addition to his/her obligations under the Terms and Conditions of services of zondacrypto, shall be obliged to:
 - a) comply with the rules for the use of the Payment Card agreed with its Issuer, in particular with regard to security and proceedings in the event of its loss (loss or theft),
 - b) monitor on an ongoing basis the transactions made on the Exchange with the Payment Card registered in the Account and promptly report any discrepancies and irregularities identified using the procedure described in §7 point. 3.
16. The Service shall be made available by the Processor through zondacrypto free of charge.
17. The Processor shall be paid, through the Exchange Operator, the Service Fee from the Client for making Transactions, in accordance with the Table of Fees and Commissions available at:
<https://zondacrypto.com/en/legal/zondacrypto-exchange/fees-and-charges-table>. Any other fees and exchange rates, if any, related to the execution of Payments by the Issuer of the payment instrument or the Provider shall be determined by the agreement between such entity and the Client.
18. Payment transactions made on zondacrypto.com using a registered Payment Card are handled by Payment Providers providing payment services, under the terms and conditions indicated in the Terms and Conditions of services of zondacrypto.
19. The Service is not a payment service. The use of the Service does not involve the opening of a bank or payment account.
20. By accepting these Terms and Conditions, the Client declares to be aware of the investment risks associated with participation in cryptocurrency trading.
21. The Client, by accepting these Terms and Conditions, declares that he is aware that the primary threat to any Internet user, including those using electronically provided services, is the possibility that the user's device may be intercepted or that third parties may otherwise obtain data in order to take

over the Client's account at zondacrypto.com, which may result in the theft of funds collected by the Client.

22. The Client shall be solely responsible for the events described in paragraphs 20 and 21 above and may not make any claims against the Processor or zondacrypto on this account.

§4. Transaction handling

1. The Services shall be performed according to the choice made by the Client as payment by Payment Cards executed in the online environment, subject to the possibility of limiting the aforementioned methods by zondacrypto.
2. The Client may only carry out Transactions upon acceptance of the Terms and Conditions. The Contract shall be concluded upon acceptance of the Terms and Conditions by the Client.
3. The Transaction shall be executed by the Payment Provider on the basis of the Payment Order at the time agreed with zondacrypto in the agreement concluded between the Payment Provider and zondacrypto.
4. After the Payment has been made or in the event of a refund, the Client shall be informed by an electronic message, i.e. information on zondacrypto.com or by e-mail.
5. If the Payment Provider is unable to process the Payment, the Payment Provider shall immediately refund the amount in question to the Client.
6. Payments shall be made in currencies: EURO and PLN. If the Client does not have funds in one of the supported currencies, the currency conversion will take place at the exchange rate applicable to the Intermediary institution. Currency conversion will take place during the Payment Order.
7. The Client may make deposits of up to EUR 10,000 and withdrawals of up to EUR 15,000 in a 30-day cycle, provided that these limits may be increased at the Client's request following positive additional verification by zondacrypto. The 30-day cycle starts from the date of the first deposit/withdrawal. The maximum amount of a single deposit and withdrawal is EUR 5,000 or its PLN equivalent.
8. Client who is a consumer, by accepting the Terms and Conditions and concluding the Agreement, submits a request for the technical execution or initiation of a Payment Order before the expiry of 14 days from the date of

conclusion of the Agreement, which results in the loss of the Client's right to withdraw from the Agreement.

9. zondacrypto reserves the possibility of blocking the use of the Payment Card in the event of a violation of the regulations arising from the AML Act - the content of the legal act is available at:
<https://www.riigiteataja.ee/en/eli/517112017003/consolide>.
10. If zondacrypto finds that the Client notoriously changes the Payment Cards assigned to the Client's Account, assessed on the basis of the activity undertaken on the Account, zondacrypto may decide to block the Account, in connection with the AML and terrorist financing regulations applicable to it.
11. A breach of any of the provisions of these Terms and Conditions shall result in the blocking of the Account.
12. If zondacrypto has a reasonable suspicion that a criminal offence has been committed, in particular the suspicion that funds or cryptocurrencies traded are derived from a criminal offence, zondacrypto reserves the right to block the relevant transaction or Account and to notify law enforcement authorities and the judiciary of the suspicion. The notification shall be made independently of any other action taken by zondacrypto itself. Until the doubts have been clarified (e.g. by re-verification of the Client) or until a decision has been obtained from the relevant authority, zondacrypto is entitled to block the Account of the Client concerned.

§5. Personal Data

1. The Processor and the Exchange Operator shall be the controller of the personal data of Clients, including Cardholders in connection with the offering within the scope of the Service within the meaning of Art. 4 para. 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").
2. The Processor and the Exchange Operator do not store, process or administer the Clients' Payment Card data. Card data storage, encryption and recording services are carried out by third parties with whom the Processor

has entered into the relevant agreements and the data is processed in a secure environment with PCI-DSS Level 1 certification.

3. By accepting these Terms and Conditions, the Client declares that the data provided by the Client during the processing and execution of the Payment is true and up-to-date. The provision of data that is not true will give rise to civil liability on the part of the Client towards the Processor or zondacrypto. The foregoing does not exclude criminal liability, insofar as the law so provides.

§ 6. Responsibility of the Parties

1. The principles of liability of the Payment Instrument Issuer or the Provider for unauthorised payment transactions as well as for non-performance or undue performance of a payment transaction shall be specified in the agreement between such entity and the Client.
2. The Service shall not cover Payments with Payment Cards that are:
 - a) Invalid,
 - b) Restricted,
 - c) used contrary to the rules of use of the respective payment instrument,
 - d) suspected of unauthorised use.
3. zondacrypto and the Processor shall have the burden of proving that the Provider received the Payment Order and that - within the Payment Provider's jurisdiction - the Payment was authenticated, correctly recorded and was not affected by a technical failure or any other type of fault related to the non-performance or improper performance of the Payment, including late performance.
4. zondacrypto or the Processor shall have the right to refuse to process a specific Payment if the Client fails to comply with the requirements set out in the Terms and Conditions or if doubts arise as to the legality of the Transaction and shall not be liable in this respect.
5. zondacrypto and the Processor do not ensure the execution of Transactions in the event of technical interruptions or other causes attributable to Intermediary Institutions, or in the event of the Client's failure to comply with instructions on Zondacrypto.com or in these Terms and Conditions.
6. zondacrypto and the Processor shall not be liable for the Client's technical infrastructure and IT system.

7. zondacrypto shall not be liable for non-performance or improper performance of the Service as a consequence of force majeure.

§ 7. Client obligations

1. The Client's obligations are:
 - a) to use the Exchange only to carry out Transactions in accordance with the rules set out in these Terms and Conditions and the provisions in the Terms and Conditions of Services of zondacrypto.
 - b) to conduct itself with regard to the use of the Exchange in a diligent and lawful manner, in particular to provide truthful and not misleading information, not to act to the detriment of zondacrypto, the Processor or others, not to engage in activities that could hinder or interfere with the provision of services under these Terms and Conditions.
 - c) The Client is obliged to comply with the security rules set out in the recommendations published on the zondacrypto.com website. The Exchange Operator and the Processor shall not be liable for the possible consequences of non-compliance with the recommendations in question. The Client, in order to ensure that it has indeed established a connection to the server of the zondacrypto.com platform, should check the server certificate.
2. For reasons of security, the Processor and zondacrypto shall have the right to request from the Client up-to-date personal data or confirmation of such data, as well as any other information required by law, in particular anti-money laundering and counter-terrorist financing legislation.

§ 8. Complaints

1. In the event of problems with the execution of a Transaction, the Client should first contact the Issuer of its payment instrument. If the Service has not been performed in accordance with the provisions of these Terms and Conditions, the Client has the right to make a complaint. Such a complaint should be made immediately, no later than within 60 working days of the occurrence of the event.
2. The Client may submit a complaint in writing by sending it via the public postal operator to the Exchange Operator's address: BB Trade Estonia OÜ, Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 ESTONIA (office no. 10, 2nd floor) or electronically by sending to the e-mail address: support@zondacrypto.com;
3. The complaint referred to in paragraph 2 above shall be dealt with by zondacrypto without delay, but within a maximum of 14 days from the date of receipt. In the event that the complaint does not contain the information necessary for its consideration, zondacrypto shall request the Client to supplement the complaint to the extent necessary, and the period of 14 (fourteen) days shall then run from the date of delivery of the supplemented complaint. In justified cases, zondacrypto may extend the deadline for processing the complaint by an additional 14 (fourteen) days, of which the person making the complaint will be informed. In the case of services provided by external entities, the complaint processing time may be extended by the time expected to be taken by the given entity to process the complaint, of which the Client will be immediately informed, together with the indication of the data of the entity providing the given service.
4. The response to the complaint shall be provided to the Client in writing, or, if the complaint is addressed in electronic form, in an identical form, or, upon agreement with the Client, by means of another durable medium to the address indicated by the Client in the content of the complaint.
5. The Client's notification should contain as much information as possible, including at least:
 - a) the number of the Transaction,
 - b) the amount of the Transaction,
 - c) the date and time of the Transaction,
 - d) the payment card number (first 6 digits and last 4),
 - e) the name and login under which the Client appears on zondacrypto.
6. If zondacrypto needs additional information during the processing of the complaint, it is entitled to contact the Client by telephone at the telephone number that the Client has indicated for contacting zondacrypto.
7. If zondacrypto does not accept the Client's claims set out in the complaint, the Client has the right to lodge an appeal.

8. The Client shall, upon request, cooperate with zondacrypto in order to determine the reasons for the irregularities reported in the complaint.
9. A complaint that does not relate to the activities of the Exchange as described in the Terms and Conditions shall be forwarded to the relevant entity. The entity whose activities the complaint relates to shall consider the complaint in accordance with the principles indicated in its regulations and internal rules.

§ 9. Validity and termination of the Agreement

1. The Agreement is concluded for an indefinite period of time.
2. The Agreement may be terminated at any time by the Client by resigning in accordance with the Terms and Conditions of Services of zondacrypto.
3. The Agreement shall be terminated immediately in the event of:
 - a) Deletion by the Client of the last Payment Card stored in the User Account.
 - b) Termination of the Agreement with zondacrypto by termination of the concluded agreement for the provision of services under the Terms and Conditions of Services zondacrypto.
 - c) Termination of the Agreement with the Processor by termination of the Agreement through zondacrypto;
4. The Agreement may be terminated by the Processor or zondacrypto by giving seven days' notice. If the Client's actions violate the Terms and Conditions, or if the Client has taken any action that adversely affects the security of the operation of zondacrypto.com or harms other Users or Clients, or that is intended to circumvent the security measures used by zondacrypto.com or by the Processor by falsifying data within the Service, zondacrypto and the Processor have the right to suspend the Service to the Client.

§ 10. Final provisions

1. The content of these Terms and Conditions, as well as any amendments thereto, are made available on the zondacrypto.com website
2. The Payment Provider and the Processor reserve the right to amend these Terms and Conditions, in particular in the event of:
 - a) the Payment Provider changing the rules for the provision of payment services related to the need to amend the Terms and Conditions of Services of zondacrypto, in particular the introduction of new services or a change in the scope or manner of service provision;
 - b) the Payment Organisation, within which Payment Cards are issued, changing the rules on which Payment Cards are issued and Payment Card payment transactions are carried out, if this affects the rules for the operation of the Service;
 - c) change of generally applicable law or issuance of court judgements or administrative decisions by a public administration body affecting the principles of operation of the Service or the Payment Cards;a) to make necessary changes relating to the operation of IT systems used in connection with the provision of the Service or used by zondacrypto, insofar as such changes affect the principles of operation of the Service;
 - d) other important reasons,
 - e) the need to correct or amend obvious mistakes or clerical errors, to clarify provisions, to fill gaps or inaccuracies in the Terms and Conditions that cannot be removed as a result of interpretation of its provisions,

which shall come into force on the 8th day counting from the day of informing the Users and Clients of the change in the manner set out in paragraph 3 below.

3. The Client shall additionally be notified of the changes to the Terms and Conditions by e-mail. If the Client does not accept the changes, the Client, in order to terminate the Contract, shall immediately notify zondacrypto, in writing or by e-mail to: support@zondacrypto.com. Failure to submit the resignation referred to in the preceding sentence shall be deemed to be their acceptance by the Client. Refusal to accept the changes is tantamount to

termination of the agreement for the provision of the Service between the Client and the Exchange Operator and the Client and the Processor. During the termination period, the Client shall be obliged by the wording of the Terms and Conditions before the amendment.

4. An amendment to the Table of Commissions does not constitute an amendment to the Terms and Conditions.
5. zondacrypto reserves the right to temporarily modify the rules indicated in these Terms and Conditions in the case of promotional campaigns organised by zondacrypto or its business partners. The rules of the promotional actions will be indicated each time in the individual terms and conditions of the promotional actions available on the home page or subpages of zondacrypto.com.
6. Any matters not regulated in these Terms and Conditions shall be governed by the provisions of the Terms and Conditions of Services of zondacrypto and the generally applicable laws of the Republic of Estonia. The above stipulation shall not deprive Clients who are consumers of the protection granted to them by the law of their habitual place of residence.
7. In the event of a conflict between these Terms and Conditions and the Terms and Conditions of Services zondacrypto, the provisions of these Terms and Conditions shall apply to the provision of the Service.
8. The law applicable to the Agreement concluded with the Processor under these Terms and Conditions and to the relationship between zondacrypto and the Client shall be Estonian law.
9. The language used for communication with the Client shall be Polish and English.