

Sales and Auction Terms and Conditions on the zondacrypto platform

§ 1

Subject of the Terms and Conditions

1. These terms and conditions of sale and auction set out the rules for the sale of products by HD Partners s.r.o., based in Ostrava, Czech Republic, address: 28. října 810/246, Mariánské Hory, 709 00 Ostrava, identification number: 25845357, via the online platform available at [the zondacrypto platform](#), operated by BB Trade Estonia OÜ, based in Estonia at the following address: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 Estonia (office no. 10, second floor), entered in the Estonian Commercial Register under number 14814864, for the benefit of Customers (as defined in § 2(3) of the Terms and Conditions).
2. Through the zondacrypto Platform, the Seller provides Buyers with the opportunity to purchase Products at a fixed price by transferring the appropriate number of crypto assets equivalent to that price in exchange for the Product, in accordance with the rules described in these Terms and Conditions.

§ 2

Definitions

The terms used in this document shall have the following meanings:

- 1) **Auction** – a form of concluding a sales contract in which the Bidder declares the price at which they are willing to purchase the Product;
- 2) **Customer Account** – the Customer's account in the Platform Operator's system on the zondacrypto Platform;
- 3) **Customer** – a natural person with full legal capacity, who is at least 18 (eighteen) years of age, has registered in the Platform Operator's system, and has successfully completed the entire identity verification process. Successful completion of the entire identity verification process on the zondacrypto Platform

means the successful completion of the authentication process (KYC) by correctly completing all its stages;

- 4) **Buyer** – A Customer who has initiated actions aimed at purchasing or acquiring a Product;
- 5) **Bidder** – a Buyer who has submitted an offer to purchase a Product in an Auction;
- 6) **Offer** – a declaration of intent to conclude a contract for the sale of the Product made by the Buyer to the Seller;
- 7) **Platform Operator** – BB Trade Estonia OÜ with its registered office in Estonia at: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 ESTONIA (office no. 10, second floor), entered in the Estonian Commercial Register under number 14814864.
- 8) **zondacrypto Platform** – the Platform Operator's website or web application;
- 9) **Product** – a good, service, or right that is the subject of sale;
- 10) **Terms and Conditions** – these terms and conditions of sale and auction on the zondacrypto platform;
- 11) **Terms and Conditions of Service Provision** – a document regulating the rules and technical conditions for the provision of electronic services by the Platform Operator, available at the link [Terms and Conditions of Service Provision](#);
- 12) **Seller** – HD Partners s.r.o. with its registered office in Ostrava, address: 28. října 810/246, Mariánské Hory, 709 00 Ostrava, identification number: 25845357.

§ 3

Platform Operator

1. The Platform Operator is not a party to the sales contract.
2. The Platform Operator:
 - 1) provides the Buyer with a service of making available the ICT infrastructure (zondacrypto Platform), enabling the Buyer to submit an offer to the Seller and conclude a distance purchase agreement with the Seller,
 - 2) is responsible for communication between the Seller and the Buyer, including the acceptance of complaints or statements of withdrawal from the agreement addressed to the Seller; the Seller, as a party to the sales

agreement with the Buyer, is responsible for considering complaints or returning the Product in the event of withdrawal from the agreement.

- 3) provides technical support for the transfer of crypto-assets from the Buyer to the Seller and, in the event of withdrawal from the contract, ensures the return of crypto-assets to the Buyer.
3. In matters not covered by the Terms and Conditions, the provisions of the Terms and Conditions of Service, available at [Terms and Conditions of Service](#), shall apply to the Platform Operator.

§ 4

Seller

1. The Seller is a party to the sales agreement with the Buyer.
2. The Seller presents its Products via the zondacrypto Platform and invites Buyers to submit offers to conclude a sales agreement.
3. The Seller is responsible for the performance of the sales agreement, shipping and delivering the Product, and ensuring that the Product complies with the agreement.

§ 5

Modes of Concluding a Sales Agreement

1. By placing an order, the Buyer submits an offer to the Seller to purchase the Product, using one of the two methods of concluding a contract indicated in section 3 below. After placing an order for the purchase of the Product, the Seller sends the Buyer a notification confirming receipt of the order and a detailed description of the order ("Order Confirmation").
2. Information about the price, features, or other characteristics of the Product, as well as the available method of concluding the contract, is available on the zondacrypto Platform, next to the presented Product.
3. The Seller provides the Buyer with two methods of concluding a contract for the sale of the Product:
 - 1) the "Buy Now" method - under which the Buyer offers to purchase the Product at the price specified by the Seller in the invitation to tender;

- 2) the "Auction" method - under which the Seller invites Bidders to submit bids for the conclusion of a contract for the sale of the Product, and the Bidder declares the price at which they are willing to purchase the Product.

§ 6

Buy Now

1. Under the Buy Now mode, the Seller invites Customers to submit offers to purchase specific Products at a price set by the Seller, without the possibility of negotiation.
2. In the Buy Now mode, the Seller unilaterally determines the period during which it accepts offers to purchase the Product submitted by Buyers, and information in this regard is provided with the Product presentation.
3. The Buyer's offer may cover one or more items of the Product.

§ 7

Auction

1. In Auction mode, the Bidder offers the price at which they would like to purchase the Product.
2. The auction may only cover one item of the Product.
3. In the Auction mode, the Seller may specify a minimum price for the Product, i.e., the lowest price at which the Bidder may purchase the Product. A bid lower than the minimum price will not result in the possibility of participating in the Auction mode and the possible conclusion of a contract for the sale of the Product.
4. The minimum price is disclosed before the Bidder submits a bid, and the Bidder is then informed of this.
5. As part of the Auction, the Seller may add a Buy Now option.
6. If the Seller sets a minimum price for the Product, the Buyer may use the Buy Now option only until the Bidder submits a bid equal to the minimum price. If the Seller has not set a minimum price, the Buyer may use the Buy Now option until the Bidder submits the first bid. If the Buy Now option is added to a given Auction, the Auction mode may be interrupted by the Buyer submitting an offer in advance

using the Buy Now option. In this case, the offer is submitted under the conditions specified in § 6 of these Terms and Conditions.

7. During the Auction, the Bidder offers a price for the Product, which they will be obliged to pay if they win. The Bidder may change the amount offered during the Auction but may not indicate an amount lower than or equal to the current price specified in the Auction.
8. The Seller may specify a minimum bid increment. In such a situation, bids exceeding those of other Bidders may not be lower than the specified minimum bid increment.
9. The Auction is won by the Bidder who offered the highest price for the Product at the end of the Auction. If several Bidders have submitted bids with the same highest price, the winner is the Bidder who was the first to enter the Auction by offering the highest price.
10. The duration of the Auction is displayed to the Bidder continuously as part of the information about the Auction.
11. If the Auction is won, the Bidder receives information about the won auction and the possibility to finalize it by submitting an offer to conclude a sales contract to the Seller, in accordance with § 8 below.

§ 8

Conclusion of the Sales Agreement

1. By placing an order - after selecting the "Buy Now" mode or after obtaining the winning price in the "Auction" mode, respectively - the Buyer submits an offer to the Seller to conclude a sales contract for a specified price, declaring payment by transferring its equivalent in a given crypto asset (e.g., ZND Tokens). The offer is binding on the Buyer only if the Seller immediately sends confirmation of its receipt (Order Confirmation).
2. Upon receipt of the Order Confirmation by the Buyer, a sales contract is concluded between the Seller and the Buyer. If only part of the order has been confirmed, the contract is concluded only for the confirmed Products.

3. The sales agreement referred to in paragraph 1 shall not be concluded or shall expire if:
 - 1) the Buyer's balance on the zondacrypto Platform does not represent the appropriate value of the given crypto asset, corresponding to the price of the Product expressed in fiat currency, subject to the provisions of paragraph 4 below, or
 - 2) the Buyer does not provide the Seller with the data for shipping the Product within 48 (forty-eight) hours from the moment of receiving an e-mail with a request to provide the shipping data.
4. In the case of the "Auction" mode, if the Buyer's balance referred to in paragraph 3 above does not represent the appropriate value of a given crypto asset, the Buyer will have the option to top up their balance on the zondacrypto Platform, but only within 48 (forty-eight) hours of receiving the Order Confirmation. After this time, if the Buyer's balance still does not have the appropriate value of the given crypto asset, the contract with the Seller expires.
5. If the Buyer fails to provide the Seller with the data for shipping the Product within the time specified in section 3(2) above, and the crypto assets have already been debited from the Buyer's balance, the Buyer shall receive a refund of the equivalent of the price in fiat currency on the date of conclusion of the sales agreement, converted into the crypto asset used for the transaction using the exchange rate of that crypto asset on the date of the refund, as published on the zondacrypto Platform. The refund shall be made immediately, but no later than within 14 days from the last day on which the Buyer should have provided the shipping details to the Seller.
6. The Seller may refuse to conclude the agreement or terminate it if the Customer's verification status with the Platform Operator changes.
7. The sales contract is concluded in the language selected by the Buyer from among the languages in which the zondacrypto Platform is available.

§ 9

Price

1. All Product prices are quoted inclusive of VAT at the applicable rate.
2. Payment for the Product is made by the Buyer transferring crypto assets to the Seller, the value of which corresponds to the price of the ordered Product.
3. The price of the Product is converted into crypto assets based on the exchange rate of the given crypto asset published on the zondacrypto Platform.
4. The exchange rate of the crypto asset valid at the moment the Buyer clicks the "Confirm and Pay" button after receiving the Order Confirmation shall apply.
5. The Seller does not guarantee any exchange rates for crypto assets available in the Buy Now or Auction mode. The value of a given crypto asset may be subject to exchange rate fluctuations over which the Seller has no control. The value of a given crypto asset is variable over time, depends on the current market situation (supply and demand), and is determined on the basis of current exchange transactions.
6. Payment of the price should be made within 48 (forty-eight) hours of receiving the Order Confirmation.
7. When ordering a Product with a delivery location outside the European Union, the Buyer may be required to pay import duties and taxes that are imposed once the Product reaches its destination. The Buyer shall bear all additional customs clearance costs over which the Seller has no control. Customs policies in different countries may vary significantly. For detailed information, the Buyer should contact their local customs office.

§ 10

Delivery

1. Information about the shipping time of the Product and delivery details will be sent to the Buyer by email. At the same time, the shipment must be made no later than within 14 business days (i.e., days from Monday to Friday, excluding public holidays in Poland) from the moment of receiving the crypto assets from the Buyer.

2. The Product will be delivered no later than within 30 business days from the moment of receiving crypto assets from the Buyer.
3. If it is impossible to ship or deliver the Product within the above-mentioned deadlines or if it is necessary to deliver the Product in a different manner, the Buyer will be immediately informed by the Seller.
4. The Seller may use external entities to carry out the delivery, and therefore the delivery time may depend on the actions taken by these third parties.
5. The Product will be delivered to the address indicated by the Buyer after receiving the Order Confirmation in response to an email from the Seller.
6. The cost of delivery of the Product is included in the price presented and is charged in full to the Buyer.

§ 11

Withdrawal from the Agreement

1. The Buyer has the right to withdraw from the sales contract without giving any reason within 14 days from the date of receipt by the Buyer or a person designated by the Buyer (other than the carrier) of the purchased Products or from the date of conclusion of the contract, in the case of services or digital content that are not delivered on a durable medium (e.g., a CD).
2. In order to withdraw from the contract, the Buyer should inform the Seller of their decision by submitting a statement of withdrawal from the Product sales contract. The Buyer may use the contract withdrawal form, a template of which is provided in Appendix 1 to the Terms and Conditions, or any other method permitted by law, using the contact details provided in § 13 of the Terms and Conditions.
3. If the Buyer submits a statement of withdrawal electronically via the electronic withdrawal form, the Seller shall immediately send a confirmation of receipt of the statement of withdrawal from the contract.
4. A declaration of withdrawal from the contract submitted after the deadline referred to in section 1 above shall have no legal effect.

5. The Buyer is obliged to return the Product immediately, but no later than within 14 days from the date on which they withdrew from the contract. The Buyer is obliged to return the Product to the Seller at the following address: 28. října 810/246, Mariánské Hory, 709 00 Ostrava, Czech Republic.
6. In the event of withdrawal from the contract, the Buyer shall receive a refund of the equivalent of the price in fiat currency on the date of conclusion of the sales contract, converted into the crypto asset used for the transaction using the exchange rate of that crypto asset on the date of the refund, published on the zondacrypto Platform. The equivalent of the price paid will be refunded to the Buyer immediately, but no later than within 14 days from the date of receipt by the Seller of the Buyer's statement of withdrawal from the contract.
7. The Seller may withhold the return of the crypto assets received from the Buyer until the Product is returned by the Buyer or the Buyer provides proof of its return, whichever occurs first.
8. The cost of returning the Product shall be borne by the Seller. The Buyer is obliged to properly secure the returned Product in order to prevent its damage in transport.
9. The right of withdrawal does not apply or expires in the case of:
 - 1) service contracts where the service has been fully performed, if the performance has begun with the consumer's express prior consent and after the consumer has acknowledged that they will lose their right to withdraw from the contract once the contract has been fully performed by the trader;
 - 2) the supply of goods or services whose price depends on fluctuations in the financial market over which the trader has no control and which may occur during the withdrawal period;
 - 3) the supply of goods manufactured to the consumer's specifications or clearly personalized;
 - 4) the supply of goods which are liable to deteriorate rapidly or have a short shelf life;
 - 5) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and whose packaging has been opened after delivery;

- 6) the delivery of goods which, after delivery, due to their nature, are inseparably connected with other items;
- 7) the delivery of alcoholic beverages, the price of which was agreed upon at the time of the conclusion of the sales contract, and which can only be delivered after 30 days and whose actual value depends on market fluctuations over which the trader has no control;
- 8) contracts where the consumer has expressly requested the trader to visit them in order to carry out urgent repairs or maintenance. If, during such a visit, the trader provides additional services other than those expressly requested by the consumer, or supplies goods other than spare parts that are necessary for maintenance or repair, the right of withdrawal applies to those additional services or goods;
- 9) the supply of sealed audio or visual recordings or sealed computer software which have been unsealed after delivery;
- 10) the supply of newspapers, periodicals, or magazines, except for contracts for subscriptions to such publications;
- 11) contracts concluded at a public auction (this does not apply to auctions conducted exclusively by electronic means);
- 12) the provision of accommodation services, other than for residential purposes, transport of goods, car rental, catering or services related to leisure, entertainment, sporting or cultural events, if the contract provides for a specific date or period of service provision;
- 13) the supply of digital content which is not supplied on a durable medium, if the performance of the service has begun with the consumer's prior express consent and after he has acknowledged that he will thereby lose his right to withdraw from the contract.

§ 12

Non-compliance of the Product with the Contract

1. In the event of non-compliance of the Product with the contract, the Buyer may submit a complaint to the Seller and request repair or replacement of the Product.

2. The Seller's liability for non-compliance of the Product with the contract lasts for 2 years from the date of delivery of the Product.
3. The Buyer also has the right to demand a reduction in the purchase price or to withdraw from the contract on the basis of the relevant provisions of law.
4. Complaints may be submitted using the form provided in Appendix 2 to the Terms and Conditions or by any other means permitted by law, using the contact details provided in § 13 of the Terms and Conditions.
5. The Seller shall consider the complaint within 14 days of its receipt. If the complaint does not contain the information necessary for its consideration, the Seller shall ask the complainant to supplement it to the extent necessary, and the 14-day period shall then run from the date of delivery of the supplemented complaint.
6. The Buyer has the right to appeal against the Seller's decision on the complaint. The appeal may be submitted in the same form as the complaint. The rules for considering complaints shall apply mutatis mutandis to the appeal process.

§ 13

Contact Details

1. Contact with the Seller will be made through the Platform Operator. Contact details:
 - 1) address: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 ESTONIA (office no. 10, second floor),
 - 2) e-mail address: support@zondacrypto.com,
 - 3) phone number: +48 699 577 420.
2. Communication with the Buyer is generally conducted by e-mail in English or in another language in which the contract is concluded, via the e-mail address assigned to the Customer's account or, at the Buyer's request, in another form indicated by the Buyer.
3. In matters concerning the Platform Operator, please contact using the contact details provided in section 1 above.

4. For matters relating to the rights and obligations arising from the sales agreement, the Buyer may also contact the Seller directly. Contact details:

1) address: 28. října 810/246, Mariánské Hory, 709 00 Ostrava, Czech Republic,

2) e-mail address: hdpartners.contact@gmail.com.

§ 14

Personal Data

1. Submitting an offer to purchase a Product using the Buy Now option or submitting an offer in an Auction is tantamount to consenting to the storage and processing of personal data contained in the order by the Platform Operator and to the transfer of such personal data to the Seller for processing and processing by the Seller.
2. To the extent that the Platform Operator is the administrator of the Customer's personal data, the rules for the processing of personal data contained in the [Privacy Policy](#) and [Cookie Policy](#) shall apply.
3. To the extent that the Seller is the administrator of the Buyer's personal data, the following provisions shall apply. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals 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), hereinafter referred to as "GDPR", pursuant to Article 13 of the GDPR, the Seller informs about the rules related to the processing of personal data by the Seller and about the Buyer's rights in this regard:
 - 1) in matters concerning the manner and scope of processing of the Buyer's personal data by the Seller, as well as in matters concerning the Buyer's rights, it is possible to contact the Seller using the contact details provided in § 13 of the Terms and Conditions;
 - 2) the Buyer's data (in particular, first name, last name, contact details, email address) are collected for the purposes of concluding a sales contract between the Seller and the Buyer and performing the obligations arising therefrom, as well as fulfilling the obligations imposed on the Seller under

generally applicable law or necessary to protect its legitimate interests or in the scope of exercising rights resulting from separately granted consents;

- 3) personal data has been provided voluntarily and is necessary for the performance of the sales contract concluded between the Seller and the Buyer, will be processed in accordance with applicable laws and professional regulations. The Buyer has in particular, the right to inspect the data provided and request its transfer, modification, or deletion, as well as to lodge an objection with the Seller or a complaint with the competent supervisory authority;
- 4) personal data will be processed for the duration of the sales contract concluded between the Seller and the Buyer and no longer than until the expiry of the limitation periods for any claims of either Party arising from the concluded sales contract;
- 5) The Seller shall apply technical and organizational measures to ensure the protection of the personal data being processed at a level not lower than that resulting from generally applicable laws, taking into account the category of personal data provided, and in particular shall protect it against possible access by unauthorized persons, alteration, loss, damage, or destruction;
- 6) The Buyer's personal data shall not be profiled or processed in a third country without separate consent. The Buyer's personal data may be transferred to third parties solely for the purpose of performing the sales agreement (e.g., entities responsible for delivery).

§ 15

Applicable law

1. The contract between the Buyer and the Seller is governed by Polish law. The above reservation does not deprive Buyers who are consumers of the protection afforded to them by the law applicable to their place of habitual residence.
2. Any disputes related to the sale of Products shall be settled by the competent common courts.

3. A Buyer or Bidder who is a consumer has the option of using to out-of-court complaint and redress procedures. Information on access to the above-mentioned dispute resolution procedures has been made available by the European Commission at: [Resolve your consumer complaint](#). In addition, consumers can obtain assistance from the European Consumer Centre (ECC-Net) or the competent local consumer protection authority (in Estonia - Consumer Disputes Committee, contact details available at: [Consumer Disputes Committee](#), in Poland - the relevant Provincial Inspectorate of Trade Inspection, contact details available at: [Trade Inspection](#), in the Czech Republic - Česká obchodní inspekce, contact details available at [Česká obchodní inspekce](#)).

§ 16

Rules of Liability

1. The Seller or Platform Operator shall not be liable for any damage and harm resulting from the malfunctioning of the server on which the zondacrypto platform is located, including in particular the effects of errors in the operation of websites, lack of access to them, and other failures, damage, or disruptions in the functioning of Internet services, unless they are the result of the Seller's actions or omissions.
2. The Seller or the Platform Operator shall not be liable for any damage and harm caused by its actions or omissions resulting from receiving incorrect data from the Buyer.
3. All actions taken by the Buyer should be in accordance with the Terms and Conditions, good manners, and applicable law. The Buyer may not take any actions contrary to the Terms and Conditions, good manners, and applicable law, as well as actions that negatively affect the security of the Seller's operations or harm other Buyers, and in the event of such actions being taken by the Buyer, the Seller or the Platform Operator reserves the right to refuse to provide services to them.

§ 17

Final Provisions

1. Data concerning a given sales contract concluded shall be stored by the Seller for a period resulting from the relevant provisions of law and shall be available to the Buyer.
2. The content of the concluded sales agreement shall be recorded, secured, and made available to the Buyer by:
 - 1) making the Terms and Conditions available on the zondacrypto Platform,
 - 2) sending the Buyer an Order Confirmation via the Customer Account,
 - 3) sending the Buyer an e-mail with proof of purchase.
3. The Platform Operator is entitled to amend the Terms and Conditions, and such amendment shall become effective on the date specified by the Platform Operator, provided that the date of entry into force of the amendment to the Terms and Conditions may not be less than 7 days from the date of making the amended Terms and Conditions available to the Customer.
4. The Platform Operator may amend the Terms and Conditions in the following cases:
 - 1) changes in legal regulations that have a direct impact on the content of the Terms and Conditions;
 - 2) imposition of specific obligations by state authorities;
 - 3) improvement of the operation of the zondacrypto Platform and service to Buyers;
 - 4) improvement of the privacy protection of Customers or Bidders;
 - 5) prevention of abuse;
 - 6) security considerations;
 - 7) technological and functional changes;
 - 8) changes in the scope of services provided, including the introduction of new ones;
 - 9) editorial changes.
5. Each Customer will be notified of any changes to the Terms and Conditions by email sent to the email address assigned to their account. In the event of a change

to the Terms and Conditions during an ongoing Auction, the provisions of the Terms and Conditions in force at the time of its commencement shall apply to such Auction.

6. If the Buyer does not accept the changes to the Terms and Conditions, they have the right to withdraw from using the Seller's services with immediate effect.
7. In matters not covered by the Terms and Conditions, the provisions of the Terms and Conditions of Service shall apply to the Buyer.
8. By concluding the contract, the Buyer confirms that they have read the Terms and Conditions, including confirmation that they have been notified of their right to withdraw from the sales contract within 14 days of the date of delivery of the Product.
9. Attachments:
 - 1) Model statement of withdrawal from a distance contract;
 - 2) Sample Product complaint form.

Attachment No. 1

[Place, date]

HD Partners s.r.o. with its registered office in Ostrava,

address: 28. října 810/246, Mariánské Hory,

709 00 Ostrava, Czech Republic

[Consumer's first and last name]

[Consumer's address]

**Statement
of withdrawal from a distance contract**

I hereby declare that I withdraw from the distance contract concluded on
concerning the purchase of goods/services, without
giving any reason.

.....

Consumer's signature

Appendix No. 2

[Place, date]

HD Partners s.r.o. with its registered office in Ostrava,
address: 28. října 810/246, Mariánské Hory,
709 00 Ostrava, Czech Republic

[Consumer's first and last name]

[Consumer's address]

Product Complaint

I hereby notify you that the [product name] I purchased on is not in conformity with the contract. The lack of conformity with the contract consists in The lack of conformity with the contract was discovered on Therefore, I demand:

- 1) the replacement of the goods with new ones*
- 2) free repair of the goods*

.....

Consumer's signature

* Delete as appropriate