



TERMS AND CONDITIONS FOR USE OF VIRTUAL CURRENCY SERVICES

2025

These General Terms of Services (the '*Terms*') govern the provision of the crypto exchange services by MeteorEx s.r.o. to the customers for valuable consideration of mutual promises contained herein.

The Terms constitute a binding agreement between the customer (the '*customer*', '*you*', '*your*') and MeteorEx s.r.o., a limited liability company registered in the Czech Republic with registered company number 21270244 and registered office address at Rohanske nabreží č.p. 678, č.o. 23, Karlin, 186 00 Prague 8 ('*MeteorEx*', '*us*', '*we*', '*our*').

The Terms shall apply to the contractual relationship existing at the time you start registration on our webpage www.meteorex.net for using our services and clicking there on the button/ticking the box confirming acceptance of these Terms.

MeteorEx is authorized by the Ministry of Industry and Trade of the Czech Republic to provide services related to the virtual assets. As such MeteorEx is bound by, and strictly adheres to, the laws and regulations of the Czech Republic.

Within the granted authorisation MeteorEx provides to its customers virtual currency exchange services and virtual currency storage (wallet) services.

The Terms are part of all relevant agreements, supplements and documents governing our contractual relationship and provisions of services such as the Privacy Policy, the AML Policy, Fee Schedule, Refund Policy and any other specific agreements, supplements and documents placed on our webpage or otherwise made available to you by us.

The Terms are general in nature and may be substituted by a specific agreements or supplements governing the relationship between you and us, in such case, any terms and conditions of a specific agreement or supplement shall prevail over conflicting provisions of the Terms.

Before becoming a customer of MeteorEx you should be identified and verified by us; therefore, the customer should pass through 'Know Your Customer' procedure set by us (the '*KYC*') and provide us valid, complete, and accurate documents requested for customer verification and due diligence purposes.

Following applicable laws and regulations to which we are subject to, MeteorEx is obliged to apply KYC and due diligence measures aimed at the prevention of money laundering and terrorist financing. Among other measures, we are obliged to identify and verify the identity of the customer, its representative and the beneficial owner, if any, collect information about the customer's identity,

nationality, citizenship, residence, occupation, etc., and remove any suspicions of money laundering or terrorist financing which we may have concerning the customer itself or its use of our services.

As a common rule, private individuals should provide valid identity document, i.e. international passport with MRZ code or international ID card (coloured photocopy or scan, 4 corners visible), proof of address (*no mobile phone bills, recipes, insurance bills are acceptable*), contact information. If the customer is represented by the other person, documents identifying all its lawful representatives and evidencing the basis of representation should be provided.

For more information regarding AML/CTF rules and procedures applicable by us please revert to our AML Policy available on the webpage.

Nevertheless, we reserve the right at all times request additional documents which we deem necessary at our sole and absolute discretion.

During the customer's registration process and even after the contractual relationship with the customer is established, the customer is obliged to present us with all information and documents, which we may reasonably request to apply KYC and due diligence measures and to follow any other obligations under the relevant legislation we are subject to.

We involve reliable third-party identity verification service providers to identify and verify the customer. We strictly observe personal data processing rules and restrictions. For any information regarding personal data processing please revert to our Privacy Policy available on the webpage.

We provide our services to the benefit of the customer only. Services for the benefit of third party/anonymous transactions are prohibited.

We establish contractual relationship with the customer only if KYC procedure is fully completed and customer is comprehensively identified and verified.

You undertake that all information and documents, which you present, us are true, accurate and up to date. If any of the information and documents presented should change or become outdated, then you undertake to immediately inform us on any changes and provide all corresponding documents. The same obligation is incumbent upon the customer with respect to its beneficial owner and the persons authorised to represent it. The obligation exists even if such changes appear in a public register or are published in any other manner and become public knowledge. It is your sole responsibility to take all reasonable measures to notify us in a timely manner regarding any of the changes to the information which you have provided to MeteorEx.

If the customer fails to deliver any document or information in a timely manner, we reserve the right to suspend transactions of the customer temporarily or to terminate the relationship with the customer.

Since the customer is verified and contractual relationship is established, we create a personal account (area) for the customer on the platform www.meteorex.net. Personal account (area) entrance credentials will be generated by us and send to the customer's declared email address. After the first entry the customer should change entrance credentials generated by us following security instructions provided in the personal account (area).

You expressly agree that all instructions should be provided, and transaction orders should be placed in the personal account (area). Personal account (area) should also serve as a main communication channel between you and us.

By applying to MeteorEx services the customer accepts and undertakes to pay all fees, commissions, duties, charges, and other amounts that may be due, as well as all charges incurred by us for the provision of services. All fees, commissions, duties, charges, and other amounts that may be due are stipulated in the fee schedule available on our webpage.

By using the services, you shall be deemed to have accepted the appropriate fees set by us for the services provided.

We reserve the right to withhold fees, commissions, duties, charges, and other amounts that may be due from the transaction amount, except if other deduction order is clearly set in the fee schedule.

Without prejudice to the other provisions set forth hereof above, we need no customer's prior consent for deduction of applicable fees, commissions, duties, charges, and other amounts that may be due.

Fees for the execution of instruction and transactions orders become due when we receive an instruction or order.

We have an irrevocable proxy to execute, at any time, all transactions that are necessary to settle your payment obligations toward us.

If due to any reason including our mistake, the customer was charged less than stipulated under the applicable fee schedule, we will charge you with the correct amount of fee once we have noticed such a mistake.

We reserve the right to change, at any time, fees, commissions, duties, and other charges due by the customer. The relevant fee schedule will be amended accordingly and will be held at your disposal and placed on our webpage. Where required by law, we will inform you of changes to the fee schedule. We expect

that customer regularly, at least once per week, visit our webpage to review any news and updates placed there as well as to check any new communication in customer's personal account (area).

The revised fee schedule is deemed to be accepted by you as soon as you submit us a new instruction, transaction order or if you have not raised any objections in respect of changed fee schedule within 30 (thirty days) since the change was announced to you.

You should instruct us and place transaction orders via your personal account (area) only.

In certain situations, when it is impossible to submit an instruction or order via your personal account (area), we may allow to instruct us via your declared email address. It is our exclusive and absolute prerogative whether to execute your instruction or transaction order submitted via the email. We will take all reasonable measures to identify the customer and verify the supplied documentation properly. We are fully entitled to deny execution of instruction or order submitted via the email without any reasoning. You fully assume the risks associated with the sending of instructions/orders by email, in particular, the risks of errors or those of misappropriation, fraud in relation both to the content and the signature, errors in communication or comprehension including errors as to the identity of the customer, resulting from the use of such means of communication.

You should indemnify and hold us harmless from the following responsibility in this respect, including from any liability whatsoever regarding the performance, non-performance or bad performance of instructions/order given to us by the email. You unconditionally agree that that execution of instructions/orders given via the email may have lower conversion, execution/response time as instructions/orders placed via the personal account (area).

You acknowledge and agree that placed transaction orders and instructions may be irrevocable. Once executed instruction/order is irrevocable.

Orders cancelation and recall provisions are set in MeteorEx Refund Policy available on our webpage.

You authorise us to execute those instructions and orders we reasonably consider being from the customer and accept the instructions as being genuine whether they are placed and received from the customer both via the customer's personal account (area) or email.

It is your sole responsibility to keep your personal account (area) entrance credentials safe and secret. If you have not informed us on any personal account (area) security breach and that your entrance credentials are made available to

third persons, we continue to consider that personal account (area) is entered by you and instructions and transaction orders are placed by you.

If there is more than one person or representative, who can place instructions and transaction orders on behalf of the customer, you should expressly authorise us to execute such instruction or order. We will take all reasonable measures to identify the above person and verify the supplied documentation properly.

The execution of instructions and orders will be done within the time needed for the completion of our verification and processing procedures, and in accordance with the practices and rules of the market to which they relate.

Usually, submitted orders will be executed within the same business day, except where market practices or contractual agreements correspond to the contrary. You acknowledge and agree that in some cases, submitted orders are carried out via our partners and therefore may take longer than anticipated.

Submitted instruction/order must be sufficient, complete, accurate, precise, and reliable to avoid mistakes. The order shall indicate information that is automatically requested by us in the personal account (area) while generating the order. Required information may change from time to time, and it is based on the type of transaction. In case required information is not provided, or it is provided inadequately we may decide not to proceed with the order, or its execution may take longer time; you agree not to rise any claims and hold us harmless against reimbursement of any losses you may incur due to longer order execution time and exchange rates fluctuations or our refusal to execute the order.

We may delay the execution of any instruction and order without thereby incurring any liability until we receive the necessary additional information and perform the validation of such information. In any case, it is the responsibility of the customer to provide complete, accurate, and precise instructions and orders, and, by providing orders and instructions, the customer authorises MeteorEx to rely on them.

You agree that we may refuse the execution of the order or suspend such execution also if the order relates to transactions or products with which MeteorEx does not cooperate in the ordinary course of the business, or if you have failed to uphold obligations you have towards us.

When there is a dispute regarding the validity of instruction/order, electronic records or other records produced by us based on original documents shall constitute prima facie evidence and shall have the same value in evidence as an original written document whose copies or records such documents represent.

We reserve the right to take any measures we deem appropriate to ensure compliance with regulatory or judicial measures we are subject to and to protect our legitimate interests when executing your instructions and orders.

We may request explanation or any additional information or documents in respect of the customer's, its representatives, and beneficial owners (if any) identity, occupation, partners to the transactions, etc. You should satisfy our enquires within period specified in the enquiry. If due to good cause you are not able to satisfy our enquiry within the period set by us, you should communicate us a prolonged enquiry satisfaction term. It is our exclusive prerogative whether to accept response term prolongation.

We may establish transactions limits (if any). Limits can apply to any of the services provided by us including, but not limited to, incoming and outgoing exchange transactions, assets held on the wallet.

Once established limits can be increased or decreased at our sole discretion without providing any explanations by notifying you.

We may at any time change, suspend, discontinue, limit, or restrict any aspect of the services provided.

We reserve the right to change our platform and webpage configurations, product specifications, upgrades, layouts, options, and any other specifications. When regulatory deemed necessary we will notify you in a timely manner on any made/upcoming changes.

If it is required by law to withhold any withholding or similar tax from any transaction to be made by you to us, the amount of the payment due from the customer shall be increased to the amount which (after making any applicable withholding) leaves an amount equal to the payment which would have been due if no withholding had been applied.

In compliance with our regulatory obligations, we reserve the right to suspend, discontinue, limit, or restrict any aspect of the services provided and the right to immediately terminate established contractual relationship with the customer, at any point of time without any explanations and prior notifications upon the occurrence of one or several of the following circumstances:

- i. we have reasonable grounds to believe that you do not meet AML/CTF rules and procedures applied by us, and any of your transactions or transactional activity in whole appears to be suspicious,
- ii. you do not provide us any explanations or additional information and documents, which we reasonably request to meet our contractual or regulatory obligations, and protect our legitimate interests,
- iii. we have reasonable grounds to believe that you have intentionally or due to gross negligence:

- provided us incorrect or insufficient information and/or documents,
- violated or have intended to violate obligations enshrined in the Terms or agreements, or supplements hereto,
- caused damage to MeteorEx or any of our partners or other customers of us, or created a threat giving rise to such damage,
- there is a reasonable suspicion that any of your activities may be linked to money laundering, terrorist financing, fraud or any other illegal activity and you are unable or unwilling to provide any information and/or documents capable of removing the suspicion. Whether or not documents and information can remove the suspicion is based at our sole discretion,
- the customer itself, any of its representatives or beneficial owners (if any) is included in the sanction lists or other SDN lists (positive sanction match is identified),
- there are circumstances related to the customer, which indicate the intolerable risk of money laundering, terrorist financing, fraud, or any other illegal activity. Such circumstances may include the situation when the customer is merely a politically exposed person or is surrounded by a negative adverse media,
- you do not or may not meet the requirements stipulated in the legal acts we are subject to and regulating to the prevention of money laundering and terrorist financing, sanctions, and other restrictions,
- any competent regulatory authority, including any competent law enforcement authority, supervision authority, tax authority, court, or bailiff, has given MeteorEx a lawful order to arrest, freeze assets of the customer or to cease or suspend providing part or all services to the customer. You irrevocably agree that if we have exercised the rights stipulated above, then we shall not be liable for damage caused to you in connection thereof unless the law directly stipulates otherwise,
- occupation and conducted transactions of the customer appear to be contrary to the public interests or standards of decency,
- providing services to the customer can create a substantial economic burden on MeteorEx as determined at our sole discretion,
- providing services to the customer creates a security risk or material technical burden on MeteorEx IT systems,
- we are of the opinion that by continuing providing services to you may be subject to a liability claim towards us, any of our partner or other our customer,
- the customer fails in its duty of good faith,
- the customer has overdue payables to MeteorEx.

You may terminate the Terms without providing us a reason at any time by sending us termination request via the personal account (area).

Upon the termination of the Terms initiated by you, we shall close the wallet opened on the customer's name (if any) and cancel your personal account (area). The Terms shall be deemed terminated once you received a respective confirmation and your wallet balance is zero. We shall transfer your wallet balance following your instructions submitted to us.

We may refuse your instruction to transfer wallet balance if:

- i. wallet address where the balance should be transferred appears to be suspicious or poses a high money laundering/terrorism financing risk to us,
- ii. wallet is not opened on customer's name,

- iii. receiving service provider does not maintain currency of your balance,
- iv. remaining wallet balance is insufficient to cover all fees payable to MeteorEx or order execution expenses,
- v. balance receiving service provider does not meet our cooperation requirements, also in part of applicable AML/CTF requirements,
- vi. execution of such instruction may cause a reputational risk or risk of litigations to MeteorEx, any of our partners or customers.

All liability and indemnification clauses shall survive termination of the Terms.

We always use our reasonable endeavours to make sure that our services are available to the customers when they need them. However, we do not warrant or guarantee that the services will be uninterrupted or error-free. The services we provide are on an '*as is*', '*as available*' basis. We make no representations of any kind whatsoever for the services or the content, materials, information, and functions made accessible by the services.

To the maximum extent permitted by the applicable laws and without prejudice to the other provisions set forth above, we shall not be liable for:

- i. any service interruptions, including but not limited to, system failures, delays, disruptions, or other interruptions that may affect the receipt, processing, acceptance, completion, or settlement of transactions or any our services,
- ii. any faults, mistakes, or inaccuracies of any kind in our services,
- iii. for the fraudulent use by a third party of the actual or electronic signature of the customer required to make instructions and payment orders, whether such signature be authentic or forged or abuse being made thereof by an unauthorised person,
- iv. any damages caused by the transmission of false, inaccurate, misleading, outdated, or incomplete data or instructions by the customer,
- v. any delays in the execution of any order in situations when the information provided by the customer is insufficient, or there is a reasonable doubt that the information is accurate and reliable,
- vi. for any losses arising to the customer because of any action taken based on existing information that has been supplied to us by the customer if change to such information has not been notified to us or notified not in a timely manner,
- vii. an act or omission of any third party involved.

We shall not be liable for any damages arising from any events beyond our reasonable control which are likely to interrupt, disorganise or disturb, totally or partially our services, including (without limitation) acts of God, interruptions of MeteorEx ITs systems, any industrial action, labour dispute fire, flood or storm, war, riot, civil commotion, security alert, act of terrorism or associated event, act of sabotage or vandalism, virus, compliance with any law or order, power cut failure, computer system malfunction including software hardware and internet connectivity, lockouts, boycotts and picketing, irrespective of MeteorEx being itself a party to the conflict or of its functions being only partly affected thereby, extraordinary fluctuations in any financial markets that may materially affect MeteorEx or customer's ability to perform obligations under the Terms.

We shall not be liable if we are unable to perform any of our obligations or performance of our obligations is delayed due to the events provided in the paragraph above. If any of the event mentioned in the paragraph above happens then, the Terms can be suspended for the period during which they continue or at our discretion to protect both the customer and MeteorEx contractual interests the Terms may be terminated immediately.

No intellectual property rights regarding the use of our services shall be transferred to the customer. We have full ownership of all rights relating to the software used to provide the services. Software, hardware (e.g., authentication device) and the webpage are part of our trade secret and confidential information, even though some of the components may or may not be protected under the current state of the law by intellectual property rights.

You undertake not to infringe on the rights held by us and will refrain from reproducing or adapting all or part of existing and future intellectual and hardware components and accessories produced by us and our partners, regardless of the medium used.

Unless otherwise agreed, the English language will be used for all communications between you and us (both written and verbal) related to the Terms and the provision of services. In certain instances, based at our sole discretion, we may choose to communicate with you in the Czech languages.

You shall with no delay, at least within 3 (three) business days, notify us of any changes to the contact and other information previously provided to us.

Each notice or other communication sent to the customer shall be deemed received if one or more of the following applies:

- i. we delivered it by hand or sent by the courier to your residence address – on the day it is delivered,
- ii. we sent it via a regular post – 3 (three) business days after the date it was sent if it is sent to an address in the Czech Republic, or 5 (five) business days after the date it was sent to an address outside the Czech Republic,
- iii. we sent it via the personal account (area) – immediately,
- iv. we sent it by e-mail – on the date transmitted, unless we receive a delivery failure report or other message showing failure to deliver.

When a notice or communication is delivered, transmitted, or received in a way described in (i) and (ii) above on a day that is not a business day, the notice or communication shall be deemed delivered or received by the customer on the next business day.

For the purposes of these Terms, a *business day* shall mean any calendar day, apart from Saturday, Sunday, and public holidays in the Czech Republic or any other day defined by us and noticed to you in a duly and timely manner.

We reserve the right to use a communication method that we deem as a most appropriate for each notice or other communications at our sole discretion.

We expect that you check communication channels used for our mutual communication regularly. We shall not be responsible or liable for the failure of the customer to check its communication channels.

You may not assign your rights or delegate your obligation under the Terms.

If any term, provision, covenant or restriction of the Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall, wherever possible, remain in full force and effect and shall in no way be affected, impaired or invalidated; you and we shall use our reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of you and us that we would have executed the remaining terms, provisions, covenants, and restrictions without including any of such that may be hereafter declared invalid, illegal, void, or unenforceable.

In case of changes in the regulatory framework applicable to MeteorEx or services provided, we reserve the right at any time to amend and/or to add new provisions to the Terms, specific agreements or supplements, fee schedule and any other documents governing relations between you and us.

Should we intend to amend the Terms or to add new provisions, we will inform you indicating the clauses we intend to modify or add, as well as the content of these amendments or additions.

The upcoming amendments and/or additions may also be made by way of a separate document which shall then form an integral part of these Terms. The amendments, additions and separate documents are deemed to be accepted by you if you have not addressed a written objection to us within 30 (thirty) days of dispatch of the notification, amendments, additions, or separate documents. In case you wish to object to such amendments and/or additions or separate documents, you are entitled to terminate the relationship with immediate effect.

The relationship between you and us shall be governed by the laws of the Czech Republic.

All disputes shall be of the exclusive competence of the Courts of the Czech Republic, both parties, MeteorEx and the customer, waive any objection to the Czech Courts on grounds of inconvenient forum or otherwise as regards proceedings in connection herewith and agree that a judgment or order of such a

Court shall be conclusive and binding on them and may be enforced against them in the Courts of any other jurisdiction.

The Terms constitute entire agreement between you and us. No provision of the Terms shall be considered waived unless such waiver is in writing and signed by both MeteorEx and the customer. No waiver of any provision in the Terms, however, will be deemed a waiver of any subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or failure to enforce any term or condition of the Terms will not in any way affect, limit, or waive customer's and MeteorEx rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof. Neither we nor you shall be bound by any undertakings, representations or warranties not enshrined in the Terms, unless the Terms stipulate otherwise.

If you have a complaint in respect of the services received, you should notify us via your personal account (area). To have a faster dispute resolution you should indicate the factual and legal background of the complaint and provide all the necessary information and documents to us.

We shall address each complaint in a timely manner. You shall receive a respond and proposed solution within 15 (fifteen) days or 30 (thirty) days in case of exceptional circumstances after the complained was received. To speed up the process, we are authorised to employ any communication channels to communicate with you.

If the complaint is not resolved in a timely manner or the complaint is not resolved to your satisfaction, eligible complainants may be entitled to refer the complaint to the Public Defender of Rights (Ombudsman), <https://www.ochrance.cz/>, or to the Czech National Bank, <https://www.cnb.cz/en/public/contacts>.