

Conditions of Use of the Application and Terms and Conditions

Mutual rights and obligations of the User and the Operator arising out of the use of this Application shall be governed by the following Conditions, the rights and obligations of both the User and the Operator that are not governed by Contracts shall be governed by the following Terms and Conditions while the provisions in Contracts are accorded priority of application:

1 Introductory Provisions

1.1 In these Terms and Conditions:

1.1.1 The “Operator” is the **GLOCIN LIMITED** company, ID No.: 108 18 518 based at Enterprise House 2 Pass Street, Oldham, OL9 6HZ Manchester, UK.

1.1.2 “Application” means the internet application called the MINER that offers a platform for the conclusion of Contracts and administration of the User Account as one of its main functionalities; the Application is accessible through the following website <https://miner.glocin.com>.

1.1.3 “GTC” means these Terms and Conditions of the use of the Application and of amending the arrangements between the User and the Operator that are not modified by Contracts. When using the Application, the User is obliged to comply with these GTC.

1.1.4 “Contracts” mean all contractual arrangements concluded between the Operator and the User either through the Application or outside of it but directly linked to the Application and the services offered by the Operator through the Application.

1.1.5 “License” means non-exclusive license to use the Application under the terms of these GTC.

1.1.6 “User” means any legal or natural person other than the Operator who uses the Application.

1.1.7 “User Account” means a non-public section of the Application that is accessible to the User after entering their Login Information and accepting these GTC (by checking the box (checkbox) that contains the phrase “I accept these Terms and Conditions”).

1.1.8 “Login Information” means a unique combination of User’s login name and password chosen by the User which will be subsequently saved in the Application’s database when creating the User Account in the Application and/or will be generated automatically by the Application. The User is obliged to provide truthful

information to the extent that will enable valid conclusion of Contracts (provided information must, in particular, allow for User's proper identification).

1.1.9 "Civil Code" means Act No. 89/2012 Coll., the Civil Code, as amended.

1.1.10 "AML/CFT Prevention" means measures in the field of Anti-Money Laundering / Countering the Financing of Terrorism.

1.1.11 "AML Act" means Act No. 253/2008 Coll., on Certain Measures against Money Laundering and Countering the Financing of Terrorism, as amended.

1.1.12 "AML Decree" means Decree No. 67/2018 Coll., on Certain Requirements for the System of Internal Principles, Procedures and Control Measures against Money Laundering and Countering the Financing of Terrorism, as amended.

1.1.13 "Product" means the services offered by the Operator that are provided under the Contracts.

2 Process of Conclusion of Contracts and Use of the Application

2.1 Contracts are concluded via the Application as clickthrough agreements, i.e. the User concludes the Contract by clicking on the "**Purchase**" or "**I agree**" button or any other button (hereinafter referred to as the "Acceptance Button" or the "Checkbox") by which the User manifests their assent with the proposal to conclude the Contract.

2.2 By clicking on the Acceptance Button, the User accepts, without reservation, the proposal to conclude a Contract of their choice. Before accepting, the User is allowed to get acquainted with the texts of proposed Contracts through the Application.

2.3 The above-described process applies similarly to the adoption of these GTC.

3 Use of the Application

3.1 The Operator grants the User a License free of charge to the extent and under the conditions (for given type of User Account) specified in the User interface of the Application.

3.2 The fact that the License is free of charge does not affect the financial rights and obligations of the User under the concluded Contracts.

3.3 After the expiry of the Licence (but not earlier than 60 days after the termination of the last of the Contracts), the Operator is entitled to fully and/or partially disable User's access to the User Account.

3.4 The User is not allowed to create more than one User Account.

3.5 The User is not entitled to grant a sub-license for the use of the Application to a third party.

- 3.6 Any payment made via Application or Payment Gateway connected to the Application shall be deemed as having been paid after crediting of the entire relevant amount to the relevant bank account of the Operator.
- 3.7 Following prior notice to the User, the Operator is, for any reason (security reasons in particular), entitled to temporarily suspend, change and/or make the Application or its part temporarily inaccessible from a specified website.
- 3.8 The User undertakes to act in such a way that neither he/she nor the Operator suffers any damage resulting from the use of the Application.

4 The Database

- 4.1 The User does not have the right to mine (especially by machine, using the so-called software bots) the database associated with the Application via the Application.
- 4.2 The User and the Operator hereby agree that any data entered by the User into the Application's database are parts of the database collected by the Operator and that such data becomes part of the Operator's database. User's provision of such data does not give them any right to the database. This does not affect the provisions of Contracts or these GTC on the protection of personal data.
- 4.3 The Contracting Parties are aware of and they consistently declare and render indisputable that the Application meets the conditions of Section 562(2) of the Civil Code, that is, the data records in the Application and its database as an electronic system are reliable and are recorded systematically and sequentially and are protected against changes.

5 Personal data and Cookies

- 5.1 The Operator hereby informs the User who is a natural person that their personal data are being processed by the Operator in order to fulfil their contractually assumed obligations arising from Contracts, including, for example, performance of their legal obligations such as accounting, filing of the tax return, informing the clients etc.
- 5.2 The personal data provided by the User will be processed for the time necessary to fulfil the purpose of their processing, i.e. for the period stipulated by law or the time required to fulfil the contractual obligations of the Operator.
- 5.3 The User is obliged to provide their personal data for the purpose of performance of the Agreement and accounting purposes. The User's personal data will not be passed by the Operator on to third parties. If the User wishes so, they may also request an access to the personal data available to the Operator and request their correction, deletion or raise an objection against their processing. The User also has the right to ask the Operator for an explanation of how their data is further processed or to file a complaint with the Office for

Personal Data Protection if they suspect that their personal data are being processed contrary to Regulation (EU) 2016/679 of the European Parliament and of the Council.

- 5.4 The provisions of this Article do not apply to a User who is a legal person.
- 5.5 The User grants their consent to the use of cookies as well as consent to the processing of personal data for marketing purposes by the Operator at their discretion separately.

6 Liability for Damage

- 6.1 The provisions of this Article 6 of the GTC do not apply to Consumers.
- 6.2 In case of breach of any obligation laid down in this Contract in connection with its performance or any obligation set by these GTC by the Operator, the User hereby expressly waives the right to compensation provided that the damage has been caused unintentionally or not due to gross negligence.

7 Measures within AML/CFT Prevention

- 7.1 All and any payments transferred to the User in the Application may be transferred only for the purpose of purchasing the Products. Users are not entitled to transfer payments within the Application if the ultimate goal of those payments is not the purchase of Products, either by the sending User or the receiving User.
- 7.2 The transfer of payments in the Application, the purpose of which is not the purchase of Products, is considered risky by the Operator and the Provider may take appropriate measures in accordance with the AML Act and the AML Decree. In particular, the Provider is entitled to notify the competent public authorities or to suspend the risk transfer of payments. If the User performs a risk payment, the Provider is entitled to prevent the User's access to the Application, cancel the User Account and withdraw from the Contracts.
- 7.3 If the User uses the Application in violation of the GTC, in particular in violation of Article 7.1 and Article 7.2 GTC, the Provider is entitled to proceed in accordance with this section of the GTC, in particular to prevent the User's access to the Application, cancel the User Account and withdraw from the Contracts.
- 7.4 Transfers of payments made in the Application in violation of the GTC will be cancelled by the Provider and the provided payment will be returned to the sending User.
- 7.5 If the User does not use the Application to purchase Products within 60 days of setting up the Account, the Provider is entitled to prevent the User's access to the Application or cancel the User Account.

- 7.6 If the User does not use the Application to purchase Products, but transfers or receives payments from other Users, the Provider is entitled to cancel the User Account of such User and cancel all implemented transfers of payments and return them to the sending User.
- 7.7 If the Operator withdrew from the Contracts or cancelled the User Account in accordance with this part of the GTC, the User is entitled to the return of the payment deposited by him/her through the Application without any appreciation at most. If the User did not deposit any payment through the Application, he/she is not entitled to any settlement and the Provider will proceed to return the transferred payments to the sending Users.

8 **Change of GTC**

- 8.1 The User acknowledges that the Operator is entitled to amend these GTC on an ongoing basis. The latest version of these GTC is always binding to both the User and the Operator.
- 8.2 The User shall be notified of any change made to these GTC by an e-mail sent to the address entered by them into the Application. Any amendment made to these GTC has no effect on arisen rights and obligations arising from Contracts that had already been concluded.

9 **Mandatory Information for the Consumer**

- 9.1 This Article 8 of the GTC is only effective for the User who is a Consumer.
- 9.2 The Operator hereby informs the User that:
- 9.2.1 The Operator's service address in the EU is:
GLOCIN LIMITED – Czech branch, 8. pěšího pluku 2173, 738 01 Frýdek-Místek, Czech Republic;
- 9.2.2 The Operator's address for the delivery of an electronic mail is office@glocin.com;
The User does not incur delivery costs;
- 9.2.3 The use of the Application requires access to the Internet and an Internet browser (costs of their acquisition from third parties are borne by the User);
- 9.2.4 In relation to the Operator, the User does not incur any costs for the use of remote communication means.
- 9.2.5 The User has an option to detect errors by checking their User Account;
- 9.2.6 Data entry errors can also be corrected through the Application and, where the Application does not allow it, through the technical support – contact address is specified in the Application;
- 9.2.7 The out-of-court settlement of consumer disputes (i.e. particularly disputes related to the License) is arranged for by The Czech Trade Inspection Authority with its

registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, website:
<http://www.coi.cz>;

9.2.8 The User is obliged to observe these GTC and all valid and effective legal regulations of the Czech Republic.

10 **Applicable Law**

10.1 These GTC are governed by the laws of the Czech Republic, in particular the Civil Code.

10.2 Any disputes arising out of this Contract and/or these GTC shall be settled by the competent courts of the Czech Republic.

10.3 If a consumer dispute arises between the Operator and the User-consumer, who is an EU resident of a state other than the Czech Republic, and the Consumer decides not to proceed according to Article 8.2.7., the Consumer is entitled, in accordance with Article 18 of Regulation (EU) No 1215/2015 of the European Parliament and of the Council, to bring an action either before the courts of the Czech Republic or before the courts of the place of residence of the Consumer.

11 **Effectiveness**

11.1 These GTC shall come into force and effect on 16/11/2020.

11.2 Upon the entry into force of these GTC, the previous version of GTC dated 10/09/2019 shall cease to exist.