

Service Terms

For using the Crypto Wallet in RULL Application

1. Introduction

- 1.1. Payment4U, a.s., company ID No.: 05256666 with its registered office at Fričova 1662/4, Vinohrady, 120 00 Praha 2, Czech Republic, entered in the Commercial Register of the Municipal Court in Prague, under the file ref. B 21741 (the "**Company**", "**we**" or "**us**") issues these SERVICE TERMS FOR USING OF Crypto Wallet IN RULL APPLICATION (the "**Service Terms**").
- 1.2. The conditions for the use of the RULL Application by the User are governed by the Terms and Conditions for using the RULL Application (the "**General Terms**"). These Service Terms apply next to the General Terms and together form the Agreement between the Parties. In case of any discrepancy or deviation between the Service Terms and the General Terms, the provisions of the Service Terms shall prevail.
- 1.3. The General Terms and the Service Terms constitute a legally binding Agreement between the User (also referred to herein as "**you**", "**your**") and the Company, governing the Service allowing you to use of the Custodial Crypto Wallet operated and maintained by the Company (hereinafter referred to as the "**Service**" or "**Crypto Wallet**"). By using the Crypto Wallet you agree to be bound by the General Terms and the Service Terms. If you do not agree to the Service Terms and/or the General Terms, you may not use the Crypto Wallet.
- 1.4. These Service Terms are issued in accordance with the Section 1751 et seq. of the Civil Code and together with the General Terms regulate the mutual rights and obligations between the User and the Company in relation to using of the Crypto Wallet in the RULL Application.

2. Basic provisions

- 2.1. Unless these Service Terms or their context stipulate or clearly require otherwise, all the capitalized terms used herein shall have the meaning defined in the General Terms.
- 2.2. Definitions:
 - "**Communications**" shall mean any communication, agreement, document, receipt, notice and disclosure, which may be from time to time addressed to User by the Company.
 - "**Crypto Wallet**" has the meaning set forth in Article 1.3.
 - "**Fiat Currency**" means the legal tender currency circulated in specific country or region, such as CZK, Euro, US dollars, etc., which the Company accepts as payment for the purchase of the Crypto Assets.
 - "**General Terms**" has the meaning set forth in Article 1.2.
 - "**Service Terms**" has the meaning set forth in Article 1.1.
 - "**Transaction**" means "Deposit", "Purchase", "Transfer" and/or "Withdrawal" as defined by Article 9.

3. Website and Applications

3.1. The Company shall provide its Crypto Wallet through the RULL Applications to the extent and in the manner specified hereby or in the RULL Applications.

4. Eligibility for Use

4.1. To be able to use the Crypto Wallet you expressly warrant that:

- (a) you have sufficient experience, knowledge, and understanding of the working principles of the Crypto Wallet and the Virtual Assets and fully understand the associated risks. You access and use the Crypto Wallet and the Transactions at your own risk for your own benefit, with your own e-mail and do not act on behalf and/or in the interest of any other person;
- (b) you guarantee that your Crypto Assets or other Virtual Assets, which you transfer to the Crypto Wallet are not encumbered, not in contention, or under seizure, and that there exists no right of a third party to your Virtual Assets;
- (c) you will not use the Crypto Wallet or will immediately cease using it if any applicable law prohibits or will prohibit you at any time from doing so; will not use the Crypto Wallet or will immediately cease using it if you are a resident or become a resident at any time of the state or region (in accordance with such state or region definition of residency), where the Virtual Asset Transactions you are going to execute are prohibited or require special approval, permit and/or authorization of any kind, which the Company and/or you have not obtained in this state or region; and
- (d) you have not previously been suspended or removed from any of our Services or any other services provided by the Company.

5. User's password

5.1. You understand that the Company does not have access to your Virtual Assets. When a Crypto Wallet is initially generated, it is immediately encrypted with the User's password and placed on a key management system. At no point does the Company store the User's password, so even if we wanted to, we cannot gain access to the unencrypted private key.

6. Limitations of Supported Virtual Assets

6.1. The Crypto Wallet allows you to remit Virtual Assets to the Crypto Wallet connected to your User Account from external third-party service and vice versa except for certain limitations, which may be updated from time to time.

6.2. For the purposes hereof the "third-party service" shall mean any platform or network in which Virtual Assets belong to you or where you are the beneficial owner of the Virtual Assets; and this platform is maintained by a third party outside of the Services; including, but not limited to third-party accounts.

6.3. You will indemnify and hold the Company harmless against any claims, demands and damages, whether direct, indirect, consequential, or special, or any other damages of any kind, including but not limited to, loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, originating from or in any way connected with your deposit/withdrawal Transactions requested in violation of settled limitations.

6.4. Remitting of Non-Supported Virtual Assets

The Crypto Wallet ETH addresses are ERC20 compliant, however, not all ERC20 tokens are supported by the RULL Application. Transactions of currently unlisted tokens to the Crypto Wallet addresses may appear on the blockchain, however, they will not be available on your balance in the Crypto Wallet until they are added to our list.

The Company represents that the Crypto Wallet was never intended or desired to use tokens and/or coins that can be classified as "security" and/or other competent national authorities and endeavors all possible measures to be sure that Virtual Assets that you can use in the Crypto Wallet cannot be classified as "security". For the avoidance of any doubt, provisions of this clause shall not constitute or deemed to be construed to constitute any warranty and/or investment, financial, legal, or any other professional advice that any Virtual Asset on the Crypto Wallet is not a security. The responsibility for the fact that the instrument cannot be treated as "security" lies with the issuer of the respective token and/or coin. If there is any risk or speculations that token and/or coin can be treated as "security", the Company reserves the right to prohibit such tokens and/or coins in the Crypto Wallet and discontinue any Transactions with those at its sole discretion.

7. Consents and Authorizations

7.1. Protection of Virtual Assets

To protect your Virtual Assets from unauthorized access, use, or spending, we use a variety of physical and technical measures designed to protect our systems and your Virtual Assets. To be more precise we provide encrypted Crypto Wallets.

7.2. Verification Emails

To communicate with you in connection with your User Account and/or use of the Crypto Wallet, we will send you all Communications electronically via your verification e-mail. You may reject receiving such electronic Communications; however, in such case, you waive your right to plead ignorance.

8. Crypto Wallet

8.1. Functioning of Crypto Wallet

When creating a Crypto Wallet account, the Company generates and stores a private and public cryptographic key pair allowing you to make Transactions with Virtual Assets. The public key can be shared to complete Transactions. The private key uniquely matches the Crypto Wallet

address and is only used by the Company to authorize Transactions to and from the Crypto Wallet used by you. As the Crypto Wallet is a hosted wallet, it's not feasible to provide the private keys to individual wallet addresses.

8.2. Suspension of Account

In case of your breach of the General Terms and/or these Service Terms, or in case of any other event as we may deem necessary, including without limitation the Force Majeure Events; maintenance work; inability of the third-party service provider to provide you services; your request of account cancellation; market disruption; inability to conform our requirements; lack of verification pending litigation, investigation, or government proceeding related to you or your wallet account; and/or in case we perceive a heightened risk of legal or regulatory non-compliance associated with your account activity (especially where the User does not comply with our KYC/AML instructions) we may, in our sole discretion and without liability to you, with or without prior notice:

- (a) suspend your access to all or a portion of our Service; or
- (b) delete or deactivate the Crypto Wallet account and all related information and files in such account. In such event, unless applicable law or any competent authority requires otherwise, all Virtual Assets stored in the Crypto Wallet will be returned to you.
- (c) In case there are outstanding payments in time of suspension of an account, the Company may set-off the due amount with the Virtual Assets it holds for the User. The Company may however also demand a payment in a regular currency (whichever suits the Company the best).

9. Transactions

9.1. Scope of Services

The following Transactions are available to be performed by User via the Crypto Wallet with his Virtual Assets:

- (a) "**Deposit**", a remittance of Virtual Assets to the Crypto Wallet account from external third-party service.
- (b) "**Purchase**", a purchase of Crypto Assets in the RULL Application as described in Article 9.2.
- (c) "**Transfer**", a remittance of the Virtual Asset, owned by one Crypto Wallet account User, to another Crypto Wallet account User. The Transfer is executed solely and exclusively within the Crypto Wallet and with Virtual Assets deposited to respective User's Crypto Wallet account.
- (d) "**Withdrawal**", a remittance of Virtual Assets from Crypto Wallet account to external third-party service.

- (e) **“Re-Sell of NFT”**, The Customer have right to re-sell obtained NFT to the third parties either by withdrawal from Customer account and deposit to another account; or by selling NFT in auction or by direct sale.

9.2. Transaction fees

9.2.1. Basic fees.

The Basic fees are charged on each outgoing transaction and are listed in the current fee overview, which can be found here: https://market.rull.world/legal/RULL_FEES.pdf

9.2.2. Additional fees.

The Additional fees may be charged depending on the nature and character of the transaction, in following cases:

- a) where there is an **“increased risk”** of the transaction; or
- b) additional verification needs to be carried out using available means; or
- c) additional verification needs to be carried out in cooperation with third parties.

The **“increased risk”** includes cases where we cannot verify the cardholder, and:

- a) the cardholder's payment details provided do not match the details provided by the user during registration at RULL account; or
- b) the cardholder's payment details provided are invalid (e.g. first or last name is a single letter); or
- c) immediately after the deposit, the user requests a withdrawal.

9.3. Delay of Transactions

RULL securely stores and holds 100% of all digital asset private keys. These keys are stored in a combination of online and offline storage. As a result, it may be necessary for RULL to retrieve this information from offline storage in order to facilitate a Transaction in accordance with your instructions, which may delay the initiation or crediting of such Transaction for 48 hours or more. As a user of the RULL Application Services, you accept the risk that a RULL-facilitated Transaction may be delayed and agree that RULL will not be liable for any loss or damage (including lost profits) arising out of or related to such delay.

9.4. Purchase

You may purchase Crypto Assets in exchange for Fiat Currency directly in the RULL Application. The RULL Application will allow you to select the desired type and amount of Crypto Assets and present you with the overview of the transaction consisting of information on (a) the Crypto Assets purchased and (b) the Fiat Currency spent. Our fees, if any, will also be visible in the transaction overview. By clicking on the purchase button, you confirm the Purchase at the specified price.

The prices quoted in the Purchase Transactions are subject to market change. When you confirm the “purchase” instruction in your Crypto Wallet, you are contractually obligated to complete the

respective Transaction. If there is an error in the pricing data provided by the RULL Application, and/or software malfunction, we reserve the right to either offer a re-quote or cancel the instruction (your order).

The price for the purchased Crypto Assets shall be paid in Fiat Currency by a credit and/or debit card payment. The RULL Application uses a third-party payment processor to process and allow such payment ("Third-Party Payment Provider"). By using this payment method, you authorize the Third-Party Payment Provider to facilitate the payment of the price for the purchased Crypto Assets. You may be billed for any purchased Crypto Assets: (a) in advance, (b) at the time of purchase or sign-up; or (c) shortly after the purchase or sign-up. In case the payment method you designate cannot be verified, is invalid, or is not otherwise acceptable, the Company or the Third-Party Payment Provider may suspend or cancel your purchase.

9.5. Cross-Chain Transactions

The Company does not perform and support the cross-chain Transactions, where one Virtual Asset is deposited to another coin's address on another network though they may have technological similarities of any kind. While the Company will endeavor to recover any cross-chain Transaction, it gives no warranty on the successful recovery or any terms related thereto.

9.5. Roll Back of Faulty Transactions

Transactions failed due to any technical issue, extreme network conditions, or any other cause on the side of a third-party service will not be automatically rolled back to your originating address due to technical and security reasons.

In such cases, the Crypto Wallet will not be refunded and all communications should be directed at the third-party service provider.

9.6. Missent Transaction

In case of missent Transaction, we will endeavor to assist you in return of your Virtual Assets. However, we cannot control or affect such return. We do not guarantee the recovery of missent Virtual Asset to your Crypto Wallet account.

10. Indemnifications

10.1. Claims Connected to Use of Crypto Wallet

You agree to indemnify and hold the Company harmless against any claims, demands, and damages, whether direct, indirect, consequential, or special, or any other damages of any kind, including, but not limited to, loss of use, loss of profits, loss of data or loss of assets, including total one, whether in an action, in contract, tort (including but not limited to negligence) or otherwise, originated from or in any way connected with:

- (a) your use of the Crypto Wallet, including, but not limited to those arising from your personal errors and misbehavior such as forgotten passwords, incorrectly constructed Transactions, loss of access etc.;

- (b) any risks associated with utilizing any Virtual Assets blockchain network, including, but not limited to the risk of unknown vulnerabilities in or unanticipated changes to any network protocol;
 - (c) any communication failures, disruptions, errors, distortions, or delays you may experience when using the Crypto Wallet, howsoever caused;
 - (d) software failures, protocol changes by third party providers, internet outages, Force Majeure event or other disasters including third party DDoS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control, any malfunction, unintended function, unexpected functioning of or attack on the blockchain protocol that may cause the Crypto Wallet to malfunction or function in an unexpected or unintended manner; and
 - (e) technical, typographical, or photographic errors in information and materials appearing on the RULL Application or related applications.
- 10.2. For the purposes hereof, "Force Majeure Event" shall be understood as any event beyond the Company's reasonable control, including but not limited to the flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, suspension of bank accounts of any kind, extraordinary swings in exchange rates of the Virtual Asset, communications, network or power failure, or equipment or software malfunction or any other cause beyond the Company's reasonable control.

These Service Terms become effective as of 1.3.2022