



# TENT APP

# TERMS AND CONDITIONS

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## General

1. Please read this Terms and Conditions (the **“Agreement”** or **“Terms”**) carefully. This Agreement is a contract between you as a User (**“you”** or the **“User”**) and the TENT Europe s.r.o., a company duly incorporated and validly existing under the Laws of Slovak Republic (Reg Nr: 53 377 117), having its registered offices at Agátová 3406/7A, 841 01 Bratislava-Dúbravka, Slovak Republic (the **“Company”** or **“We”**), setting forth the terms and conditions on the use of the services provided by the TENT Europe s.r.o. as further set forth below.
2. This Agreement applies to any access or use of our website located at <https://tent.com> (the **“Website”**), the User account (the **“Account”**), the Wallet consisting of different custodial and/or non-custodial wallet addresses upon different chains (the **“Wallet”**), our iOS/Android mobile and website application providing centralized and/or decentralized trading and payment platform (the **“TENT App”**) and any use of services related to or utilizing any of the foregoing, which we refer to in this Agreement provided by the TENT Europe s.r.o.
3. The Terms of this Agreement govern both individuals and entities that access and/or use the services even if such individual or entity does not register an Account.

## TENT App services

1. The TENT App services (the **“Service”**) shall comprise the following services:
  - (a) hosted Digital Asset wallets (**„Custodial Wallet“**) by Company that allow you to store Digital Assets with Tent Europe s.r.o. and unhosted Digital Asset wallets (**„Noncustodial Wallet“**)
  - (b) a fiat currency conversion service under which you may convert fiat currency into any type of Digital Asset to be held in your Digital Asset Wallet (**„Fiat to DA Conversion“**);
  - (c) a Digital Asset conversion service under which you may convert Digital Asset into other Digital Asset (**„Digital Asset Conversion“** and **„Digital Asset Swap“**); and
  - (d) a Digital Asset transfer service under which you may transfer any Digital Asset to another recipient, which may be the Digital Asset Wallet of another user of the TENT App Services or an external recipient (**„Digital Asset Transfer“**); and
  - (e) any other products or services listed in the Annexes (if any), or shown on the TENT App or our official communication channel from time to time.

2. You may also access some services and products which are offered by our affiliates via the TENT App, such services and products are governed by separate sets of terms and conditions.

### **Fees and Limits**

1. Your use of the TENT App Services may be subject to certain Fees and Limits, which will, if applicable, be debited from your Wallet. The list of applicable Fees and Limits are set out on the TENT App/via Website and may be updated by Company from time to time.
2. All applicable Fees listed on the TENT App and the Website are exclusive of any applicable taxes and the actual Fee charged will be increased to account for any such applicable Taxes.
3. Company will issue a payment notice to you for any Fees or amount that you owe us. If such amount is not repaid within 14 days from the date of notification, you confirm and authorize Company to recover such amount from your other accounts with Company by debiting any assets in those accounts.

### **I. Eligibility**

1. By accessing or using the Services, you represent and warrant that you will not use any Services if the laws applicable to you owing to your country of residency and/or citizenship prohibit you from doing so in accordance with this Agreement and you acknowledge that the Company is not liable for your compliance and failure to comply with such laws. You represent and warrant that you will not be using any Services offered by the Company for any illegal activity, including without limitation money laundering, fraud, blackmail, extortion, ransoming data, financing of terrorism or any other violent activities or prohibited market practices.
2. The Services are intended solely for users who satisfy the criteria described in these Terms. By using the Services, you represent and warrant that you are capable in your jurisdiction to access and use the Services and enter into arrangements with the Company, if any. You must ensure that you use the Services and access the TENT App only in your own name and, if you are acting on behalf of a legal entity, that you are authorized to use the Services on behalf of this legal entity.
3. You hereby represent and warrant that you are fully able and competent to accept the Terms, conditions and obligations, and to make the affirmations, representations and

warranties set forth in this Agreement and to abide by and comply with this Agreement. You further represent that you are legally permitted to use the Services in your jurisdiction, including owning Digital graphic currency or tokens of value (collectively “**Digital Assets**”) and interacting with the TENT App in any way.

## II. User Accounts

1. Users will be required to register a personal User account (the “**Account**”). As part of the Account-opening process, you will be required to provide us with current, complete and accurate information as requested on the registration page.
2. The access to your Account is available only with the access information and codes issued to you when establishing the Account. You will create and authorize unique user account credentials that may include one or more username, password, pin code, API key, two-factor authentication instance or other access controls (the “**Account Access Information**”). When choosing a password for your Account, remember that your Wallet may be subject to hacking attempts, the success of which depends on the strength of the code you created.
3. In order to be eligible to use all of our Services, you may be required to provide us with current, complete and accurate information includes personal information, including, but not limited to, your full name, resident address (including country of residence), email address, date of birth, taxpayer identification number, nationality, government identification number, photo- graph of your government-issued ID or other photographic proof of your identity, information regarding your business and information regarding your bank account. If you intend to open a Company Account, you’ll be required to submit the following, additional, information: Company name, legal form, registered office (address including domicile), date of incorporation, place and date of entry in the public register (if any), as well as the names of the bodies or trustees formally acting on behalf of the legal entity in relation to the legal entity which is subject to due diligence. You agree to update any information you have provided promptly so that the information is complete and correct at all times.
4. You hereby authorize the Company, directly or through a third party, to make any inquiries we consider necessary to verify your identity or protect against fraud, including but not limited to: (a) querying identity information contained in public reports (e.g., your name, address, past addresses or date of birth); and (b) taking action the Company reasonably deems necessary based on the results of such inquiries and reports. You further authorize

all third parties to which such inquiries or requests may be directed to respond fully to such inquiries or requests. The Company will have no liability or responsibility for any permanent or temporary inability to access or use any Services, including your inability to interact with service providers through the Website, as a result of any identity verification or other screening procedures.

5. You hereby give your consent to us to keep a record of such information if possible and authorize us to make the inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. You furthermore acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. The Company reserves the right to maintain any Account registration information after closure of an Account for business and regulatory compliance purposes, subject to applicable law and regulation.
6. The User agrees to maintain the security of their Account by protecting their Account Access Information from unauthorized access or use and must promptly notify the Company if the User discovers or suspects any unauthorized access or use of their Account or any security breaches related to the Account. The User is responsible for all activities that occur under their Account and accepts all risks of any authorized or unauthorized access to the Account. The Company may refuse to permit any User to register a Service or limit the number of Services that an individual or entity may establish at its sole discretion

### **III. Acceptance of Terms**

1. By ticking the box presented with these Terms, you confirm that you have received the Terms and acknowledge their content. If you do not accept this Agreement, you may not use our Services.
3. By accepting this Agreement, you acknowledge that neither the download of the TENT App software nor the use of any Services shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Company and the Users or between the Users.

### **IV. Modifications**

1. At any time, we may make changes to the Terms set out in this Agreement, including, but not limited to, changes in our Services, technology and regulation, and for other reasons.
2. We will notify of you any change to the Agreement relating to our Services by notifying you through the TENT App at least one month in advance. In such circumstances, you will be deemed to have accepted the change if you do not notify us otherwise prior to the date the change takes effect and continue to use the Services. If you do not accept the change you should let us know, and the Agreement will terminate at the end of the one-month notice. You may also end the Agreement immediately and free of charge with effect at any time before the expiry of the one-month notice.
3. We may make all other amendments to the Agreement (including in relation to any other Services) by posting the revised Agreement in the TENT App, Website or by emailing it to you, indicating when the revised Agreement becomes effective. Although we will endeavor to provide you with advance notice where possible, where lawful we may indicate that the revised Agreement shall be effective immediately and if you do not agree with any such modification, you should close your Account and cease using the Services.
4. Copies of the most up-to-date version of the Agreement will be made available in the Website at all times and will be provided to you by email on your request.

#### **V. The TENT App**

1. The TENT App is a an iOS/Android mobile application and website tool provided by the Company, including but not limited to the Wallet and Services via a an app on your smartphone or other electronic device and via our Website.
2. The TENT App consists of system components („Software“) for the exchange of Digital Assets, such as, but not limited to, Bitcoin, Ripple, Bitcoin Cash, Ether and Litecoin. The Digital Assets traded on Company systems can be changed, amended or modified at any time and at the sole discretion of Company.
3. The TENT App is provided for download on the Website and via the Google Play Store and AppStore.
4. The TENT App gives you interactive access to your Wallet, including allowing you to perform one or more of the following actions:
  - (a) view the balance and transaction history of your Wallet;
  - (b) obtain instructions on how to load your Digital Asset Wallet;

- (c) request for a Digital Asset Transfer from your balance held in your Wallet;
  - (d) request a Digital Asset Conversion; and
  - (e) request a Fiat to DA Conversion
5. Fees and account balances in the TENT App are not rounded, however, they may be displayed to you as rounded up or down to the nearest four decimal places.
6. You acknowledge and agree that your use of the TENT App Services is at all times subject to your compliance with these Terms and all other applicable

## **VI. Your device**

1. You acknowledge and agree that, in connection with your use of the TENT App, you shall be responsible for the following, at your own cost:
  - (a) Obtaining and installing all hardware, software and communications services necessary for your use of the TENT App in accordance with these Terms;
  - (b) Installing antivirus or other mobile security software on your enabled device to protect against any security or other vulnerabilities which may arise in connection with your use of the TENT App in accordance with these Terms; and
  - (c) installing updates and patches for the TENT App and your enabled device in a prompt and timely manner.
2. Without prejudice to the foregoing and any other terms in these Terms, we assume that any and all request received from your enabled device have been made by the rightful owner. You are solely responsible and liable for keeping your enabled device safe and maintaining adequate security and control of your login and authentication details (including, but not limited to, your Username, and password), and shall likewise be solely responsible for any access to and use of the TENT App and the Services through your enabled device, notwithstanding that such access and/or use may have been effected without your knowledge, authority or consent. We will not be liable to you for any loss or damage resulting from such access and/or use.
3. Should you discover that your enabled device is lost or stolen or has been accessed or used in an unauthorised way, you shall notify us of the loss and/or theft or unauthorised access and/or use by emailing us at [support@tent.com](mailto:support@tent.com). In addition, where your enabled device has

been accessed or used in an unauthorised manner, you should, as soon as possible, reset the login and authentication details on your enabled device.

#### **VII. Top-ups to your Custodial wallet from an external wallet**

1. You may load Digital Asset(s) to your Custody wallet by effecting a transfer of such Digital Asset from any external wallet to the relevant address for your Custody wallet, which will be available on the TENT App.
2. You acknowledge and agree that it is your responsibility to ensure that: (i) the correct address and destination tag for your Custody wallet (as reflected on the TENT App) is entered when you effect a transfer of Digital Asset from your external wallet to your Custody wallet; and (ii) only the Digital Assets that are supported by the Custody wallet will be transferred to your Custody wallet.
3. You also acknowledge that: (i) the transfer of any Digital Asset to an incorrect address (i.e. an address other than the correct address for your Custody wallet); or (ii) the transfer of any type of Digital Asset that is not supported by the Custody wallet will result in the irreversible loss of such Digital Asset. We shall bear no liability for any such loss of Digital Assets.
4. A transfer of Digital Asset to your Custody wallet is only deemed to be confirmed when the balance of your Custody Wallet (as reflected in the TENT App) has been updated to reflect such transfer.
5. Company reserves the right to reject any transfer of Digital Asset to your Custody wallet. In such a scenario, the relevant Digital Asset will not be credited to your Custody wallet and Company will effect a transfer of the same amount of the relevant Digital Asset, less any applicable fees, back to the address from which it was sent.

#### **VIII. Digital Asset Transfers**

1. You may transfer any Digital Asset from your Custody wallet to a specified external address, with the exception of certain Digital Assets which are not supported in respect of Digital Asset Transfers, as determined by Company at its sole discretion, and subject to change from time to time.
2. Company processes all Digital Asset Transfers according to the Instructions received from you and does not guarantee the identity of any recipient. You should verify all transaction



information prior to submitting Instructions for a Digital Asset Transfer to Company as the Digital Asset Transfer may not be cancelled or reversed once processed by Company unless Company decides at its sole discretion that the transaction should be cancelled or reversed and is technically capable of such cancellation or reversal. You acknowledge that you are responsible for ensuring the accuracy of any instructions submitted to Digital.com and that any errors may result in the irreversible loss of your Digital Asset.

3. You agree to have sufficient Digital Asset in the Digital Asset Wallet prior to instructing Company to effect any Digital Asset Transfer. If your Digital Asset in your Custody wallet is not sufficient to cover the amount required for Company to complete the Digital Asset Transfer, Company will not proceed to effect the Digital Asset Transfer and Company is under no obligation to attempt to fulfil your Digital Asset Transfer using an alternative method of transfer. You hereby authorise us to debit your Custody wallet(s) for the full amount required for Company to complete the Digital Asset Transfer.
4. We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party. We are not responsible for ensuring that a third party buyer or a seller you transact with will complete the transaction or is authorised to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party using Digital Assets transferred from your Custody wallet, or if you have a dispute with such third party, you should resolve the dispute directly with that third party.

## **IX. Digital Asset Conversion**

1. Digital Asset Conversion is exclusively done in the following way: You offer bindingly to exchange (part of) Digital Asset into another type of Digital Asset. To make such binding offer you have to (i) correctly fill in all necessary, valid and correct data on Company's respective trading screen and (ii) confirm trade by clicking to „Confirm“ button.
2. For the avoidance of doubt in this context „Confirm“ is to be interpreted and qualified exclusively as „binding offer to accept the receipt of Digital Asset in exchange for the specified amount of another type of Digital Asset“. The estimated amount which is presented to you in the wallet prior to making a Digital Asset Conversion is not final. It can differ from the final amount due to market fluctuations.
3. When effecting a Digital Asset Conversion, you are buying such Digital Asset from Company directly. In this capacity, Company will be dealing as a principal on its own account and will

not be acting as an intermediary or marketplace between other buyers and sellers of Digital Asset

#### **X. Fiat to Digital Asset Conversion**

1. When effecting a Fiat to DA Conversion, you are buying such Digital Asset from Company directly. In this capacity, Company will be dealing as a principal on its own account and will not be acting as an intermediary or marketplace between other buyers and sellers of Digital Asset.
2. For a Fiat to DA Conversion to be effected, you may effect a payment to company via:
  - (a) your eligible card by providing your eligible card details, as well as the relevant amount to be converted, through the TENT App. In such case, you acknowledge that the transfer of fiat currency will depend on the performance of such transfer by your bank. Upon Company's receipt of confirmation that such eligible card transaction has been authorised, Company will credit the relevant amount of Digital Asset to your Custody wallet; and
  - (b) other additional payment methods or payment instruments that Company may from time to time approve.
3. You agree that only debit cards and/or credit cards which are issued to and/or registered in your name will be used to effect payments to Company for Fiat to DA Conversions.
4. All Fiat to DA Conversions are irreversible and final once you have provided the relevant instructions and/or payments to Company and you may not change, withdraw or cancel the authorisation to us as applicable to complete any pending or partially completed transactions. We shall not be liable for any partially completed transactions or delays in the processing of your instructions, or inability to process your instructions due to delay, failure or interruption in, or unavailability. If your payment is not successful or if your payment instrument has insufficient funds, you authorise us, in our sole discretion, either to cancel the transaction or to debit your other payment instruments for any amount necessary to complete the transaction.
5. We do not guarantee the availability of any exchange rate. You shall be responsible for any fees charged by your bank or credit card issuer(s) (including but not limited to any international transaction fees, cash advance fees and transfer to overseas service charges) relating to the purchase of Digital Assets with your credit or debit card. Some banks or credit

card issuers may treat the purchasing of Digital Assets with credit card as cash advance which may incur a high fee or interest rate. If you are in doubt, please check with your bank or credit card issuer prior to the purchasing of any Digital Assets.

#### **XI. Noncustodial wallet**

1. When creating an account with the TENT App, the User may create a Noncustodial wallet. The wallet may consist of an account wallet and a trading wallet, each of which consists of a number of different blockchain wallet addresses upon different chains, interaction with which is only possible through the use of Digital graphic private keys, which will be provided to the User in encrypted form and which will never be stored in any way by the Company that would give the Company access to the User's wallet. The only authentic record of Digital Assets transactions is the applicable Digital Asset's blockchain. The wallet provides functionality that allows you to send and receive Digital Assets. We do not guarantee that transactions you perform using the wallet shall be stored in any Digital Asset's blockchain. You must ensure that your transactions conform to the applicable rules of the Digital Asset's software. There may be transaction fees (e.g. mining fees) associated with your Digital Asset's transactions that are required by the Digital Asset's system you engage with. We shall not be responsible for any losses you incur due to transaction fees or losses that occur due to incorrectly set transaction fees (i.e. too low or high). We and our developers do not have access to your transactions (or anyone else).
2. The access to your wallet (and any tokens held in it) is available only with the access information and codes issued to you when establishing the wallet (the "**Wallet Access Information**"). When choosing a password for your wallet, remember that your wallet may be subject to hacking attempts, the success of which depends on the strength of the code you created. **If you lose your Wallet Access Information, it will not be possible to recover your wallet and you will lose access to your Digital Assets. We and our developers do not have access to your wallet, your funds, your transactions, or any other information. If you do not understand the above paragraph, then we strictly recommend that you learn more about Digital Assets before using our Services. If you do not maintain a backup of about wallet data outside of the Services, you will not be able to access the Digital Assets associated with your wallet.**
3. You understand and acknowledge that your wallet is under your sole responsibility and will always remain under your sole control. While the TENT App enables you to access your

wallet with ease, the Company has no access to your wallet and the tokens contained therein nor any control over its use. Consequently, the Company has no liability whatsoever regarding the use of your Wallet and/or any tokens held in or controlled through the wallet.

4. For the protection of your interests, it is imperative that you keep safe and guard the Wallet Access Information issued to you. You acknowledge and accept that you are solely responsible for the security of your wallet as well as for the tokens held on it. The Company will not be liable or accountable for, nor shall be deemed to have any liability or accountability for, any loss or damage regarding your failure to keep your Account or Wallet Access Information secret and protected.

## **XII. Digital Asset Swap**

1. The Digital Asset Swap is exclusively done in the following way: You offer bindingly to exchange (part of) Digital Asset into another type of Digital Asset. To make such binding offer you have to (i) correctly fill in all necessary, valid and correct data on Company's respective trading screen and (ii) click/confirm „Swap now“ button. For the avoidance of doubt in this context „Swap now“ is to be interpreted and qualified exclusively as „binding offer to accept the receipt of Digital Asset in exchange for the specified amount of another type of Digital Asset“. The estimated amount which is presented to you in the wallet prior to making a Digital Asset Swap is not final. It can differ from the final amount due to market fluctuations.
2. By using the Digital Asset Swap, you agree with the Terms of Use of the respective third-party exchanges if relevant. The Company is not the creator of and does not have any control over any of the Digital Assets that Company allows you to use with Digital Asset Swap.
3. Built-in Digital Asset Swap can be supported by third party exchanges. Please refer to and respect the relevant third party licenses. Although the TENT App make it easy to engage with the integrated third parties, Company shall not be responsible for any consequences stemming from your use of third-party integrated services. If you need assistance with a third-party integration then you should contact the third-party along with contacting our support.

## **XIII. Suspension of Services**

1. The Company reserves the right in its sole discretion to suspend Services temporarily or permanently. This blocking or suspension may be a consequence of, among other things,

inconsistent information regarding the identity of a User, a pending compliance or security review, the request of a third party or the request and/or order of an authority, governmental body, regulator, legal entity, law-enforcement agency, etc. The User understands and agrees that they may not be able to access funds easily if their Services is suspended. The Company determines at its sole discretion which reasons are to be deemed valid for the suspension of a Services The Company will not be liable for any losses suffered as a result of any suspension or termination of access to the Services.

2. Please note that, despite a blockage of your Services, the Company has no access to your Noncustodial wallet and the tokens contained therein nor any control over its use.

#### **XIV. Rules of Conduct**

1. The Services may include message boards, forums, chat rooms, or other interactive features that allow users to post, submit, publish, display or transmit to others content or materials (collectively, the “**User Contributions**”). You represent and warrant that your use of the Services and all of your User Contributions comply with these Terms. Without limiting the foregoing, you commit to refrain from:
  - (a) Posting, requesting, transmitting, rendering or otherwise making available or creating through or in connection with the use of the Software any materials that are or may be: (a) illegal/non-compliant and or threatening, harassing, degrading, hateful or intimidating, or which otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
  - (b) Posting, transmitting or otherwise making available through or in connection with the use of the Software any virus, worm, Trojan horse, Easter egg, time bomb, spyware, scareware, malware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “Virus”).
  - (c) Posting, transmitting, rendering, or otherwise making available through or in connection with the use of the Services any materials or User Contributions that (a) violate the legal rights of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms

or our Privacy Policy; (b) promote any illegal activity, or advocate, promote, or assist any unlawful act; or (c) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.

- (d) Using the TENT App for any purpose that is fraudulent or otherwise tortious or unlawful, including but not limited to illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data or the financing of terrorism, intellectual property infringement, or violent or abusive activities.
  - (e) Using or attempting to use another User's Account without permission.
  - (f) Impersonating or attempting to impersonate the Company, a Company employee, another User, or any other person or entity.
  - (g) Providing false, inaccurate or misleading information.
  - (h) Engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by the Company, may harm the Company or Users of the Services, or expose them to liability.
2. Any User Contribution you submit will be considered non-confidential and non-proprietary. By providing any User Contribution, you grant us, our affiliates and service providers, and our respective licensees, successors and assigns the right to use, reproduce, perform, display, distribute or otherwise disclose any such material for any purpose. You represent and warrant that you own or control all rights in and to the User Contributions. You understand and acknowledge that you are responsible and liable, not the Company, for any User Contributions you submit. We are not responsible or liable to any third party for the content or accuracy of any User Contribution posted by you or any other User.
  3. If you are blocked by the Company from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Use of our Services in connection with any transaction involving illegal products or services is prohibited. The Company reserves the right to suspend your Account temporarily or permanently or otherwise to restrict your use of the Services if any violation of this Section IX occurs.
  4. Furthermore, the Company has no control over your actions or transactions made using the Services. With that in mind, the Company will have no liability to you or to any third party for any claims or damages that may arise as a result of any actions or transactions that you engage in while using the Services. The Company shall not be liable for the acts or omissions of any third parties, nor will they be liable for any damage that you may suffer as a result of interacting with any third parties. We reserve the right to cancel or refuse to process any

transaction owing to requirements of any applicable laws or regulations, and without prior notice.

#### **XV. Risks of Blockchain and Smart Contracts**

1. The User acknowledges that the Company provides solely an execution-only service and does not advise on the merits of any particular transactions, trading risks or their tax consequences. The Company furthermore does not provide any other financial, investment or legal advice in connection with the Services. If we or our representatives do provide any market commentary, or any other information, the act of doing so is incidental to your relationship with us and such information may not be considered as investment or financial advice and should not be construed as such. Any decision to buy or sell any Digital Assets is solely your decision and the Company will not be liable for any loss suffered.
2. You acknowledge that blockchain applications and smart contract technology and protocols are generally still in an early development stage and therefore of experimental nature and that trading Digital Assets is hence highly risky. You acknowledge and accept all consequences of sending any Digital Assets. Digital Asset transactions may not be reversible. Once you send Digital Assets to an address, you accept the risk that you may lose access to your Digital Assets indefinitely. If, for example, an address may have been entered incorrectly, then the true owner of the address may never be discovered, and your Digital Assets will never be returned.
3. In particular, but not concluding, you understand the inherent risks listed hereinafter:
  - **Risk of Software Weaknesses:** You understand and accept that the underlying Software, the TENT App and other involved software and technology and technical concepts and theories are still in an early development stage and unproven, why there is no warranty that the process for receiving, use and ownership of Digital Assets will be uninterrupted or error-free and why there is an inherent risk that the Software and related technologies and theories could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Digital Assets. You agree not to hold the Company accountable for any related losses.
  - **Digital Asset Risks:** Any Digital Asset may change or cease to operate as expected, which may result in the Digital Asset being canceled, lost, or otherwise losing all or most of its value. The Company may suspend or cease to support, transfer, or trade any Digital Asset on the Services at any time, at its sole discretion. Any Digital Asset may lose all or most

of its value owing to several factors, including, but not limited to, the Company's termination or suspension of support, legislative or regulatory activity, changes to its characteristics, or market factors or manipulation. The Company will notify you by e-mail, unless restricted by law or regulation, of any cessation of support at least 30 days in advance so that you may withdraw the Digital Asset in question from your Wallet. If you do not withdraw the Digital Asset from your Wallet, the Digital Asset may be lost.

- **Regulatory Risk:** You understand and accept that the blockchain technology allows new forms of interaction. There is a possibility that certain jurisdictions will apply existing regulations, or introduce new regulations addressing blockchain technology-based applications, which may be contrary to the current setup of the TENT App, and/or the business model of the Company, including its termination and the loss of Digital Assets.
- **Risk of Abandonment / Lack of Success:** You understand and accept that the TENT App may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, or lack of commercial success or prospects (e.g. caused by competing projects).
- **Risk of Theft:** You understand and accept that the underlying Software, the TENT App, other involved software, other technology components and/or platforms may be exposed to attacks by hackers or other individuals that could result in theft or loss of Digital Assets.
- **Risk of Blockchain Mining Attacks:** You understand and accept that, as with other Digital currencies, some blockchains are susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attack presents a risk and the expected proper execution and sequencing of Digital Asset transactions.
- **Risk of Losing Wallet Access Information (Loss of Private Key):** You understand and accept that the Company has no access to your Noncustodial wallet at any point in time. If you lose the information and codes issued to you when establishing the Wallet, the Company has no way to recover your wallet and/or any Digital Assets that are associated with it. Unauthorized third parties may access your Account and effect transactions without your knowledge or authorization. You understand and accept all risks associated with unauthorized use of your Account.
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## **XVI. Limitation of Liability**

1. You understand that there is no warranty, implied or statutory, for the Software, in particular the TENT App, the TENT App and any other Services provided by the Company. Except when otherwise stated in writing, the Software is provided “as is” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. By using the TENT App, the Services and/or downloading the TENT App you agree that the entire risk as to the quality and performance of all Services is with you.
2. The Company will in no event be liable to you for any damages, including any general, special, incidental or consequential damages arising out of the use or inability to use the Services, including but not limited to:
  - Losses of profits, expected revenue or gains, or business opportunities, even if we were advised of or knew or should have known of the possibility of the same.
  - Security problems experienced by the User of the TENT App, the Software or any other Services, e.g., unauthorized access to Users' Wallets and/or Accounts.
  - Mistakes made by the User, e.g., forgotten passwords, transactions sent to incorrect addresses, and accidental deletion of the Wallet.  
Technical failures in the hardware of the User of any related Software or TENT App Services, e.g., data loss owing to a faulty or damaged storage device.
  - Software, e.g., corrupted files, incorrectly constructed transactions, unsafe Digital graphic libraries and/or malware affecting the TENT App, the Software or any other Services.
  - Actions or inactions of third parties and/or events experienced by third parties, e.g., bankruptcy of service providers, information security attacks on service providers, and fraud conducted by third parties.
  - Delays, failure in performance, or interruption of the Services that arise from unforeseeable circumstances beyond our control, including compliance with any relevant law or regulation.
3. The Company shall be liable only in cases of malicious intent and towards consumers only in cases of gross negligence or malicious intent for any type of damages Under no circumstances will Company be liable to you for damages arising out of the Services exceeding €50.

4. You understand and agree that the Company shall not be liable and you shall be responsible for all liability in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, Software bugs or weaknesses, earthquakes, storms or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interests rates or other monetary conditions and, for the avoidance of doubt, changes to any blockchain-related protocol.

#### **XVII. Taxes**

You are solely responsible for complying with any applicable law. You acknowledge and agree that the Company is not responsible for determining whether or which laws may apply to your transactions, including tax law. The Company bears no liability for determining whether taxes apply to any of your transactions, or for collecting, reporting or remitting any taxes arising from any transaction. The users of the TENT App are solely responsible for determining what, if any, taxes apply to their Digital Asset transactions. The Company is not responsible for determining the taxes that apply to any transaction of Digital Assets.

#### **XVIII. Limitation or Termination of Access and Services**

1. You hereby acknowledge that your right to use the TENT App and all Services is limited by this Agreement, and, if you violate it or if, at any point, you do not agree to any of the Terms set forth herein, your right to use the Services shall immediately terminate, and you shall immediately refrain from using the Services. Any use of the Services that violates these Terms is strictly prohibited and can, at the Company's sole discretion, result in the immediate revocation of your limited rights granted by this Agreement.
2. Any such actions, including the termination of your rights to use the Services, may be applied by the Company permanently or temporarily. In such an event, the Company may terminate access to the Services. The Company is under no obligation to compensate you for any losses of any kind whatsoever resulting from the cessation of Services as set forth hereinabove, unless the damages are due to a grossly negligent or intentional breach of duties by the Company, and you hereby irrevocably waive any demand or claim regarding the above. On no account is the Company under obligation to compensate you for any losses owing to missed trades.

3. Notwithstanding the foregoing, you acknowledge that the Company has the right to discontinue the TENT App in its entirety, or any part thereof, at any time, at the Company's sole discretion. The Company will not be liable for any losses suffered as a result of any modification or termination of the Services, or of any suspension or termination of your right to access the Services caused by slight negligence of the Company.
4. Without derogating from the generality of the foregoing, each of the following constitutes an **"Event of Default"**:
  - Where any representation or warranty made by you is or becomes untrue;
  - If you involve the TENT App in any type of fraud or illegality and if the Company suspects that you are engaged in money laundering activities or terrorist financing or other criminal activities;
  - Commencement of proceedings or investigations against you by a governmental authority;
  - Cases of a violation by you of the requirements established by any applicable laws, such materiality determined in good faith by the Company;
  - Any other situation where it would not be in the best interest of the Company that you continue to be a User.

## **XIX. Right of Withdrawal**

### General

1. The User takes note that the Consumer Protection Law of Slovak Republic stipulates that a consumer has the right to withdraw from an agreement with a trader without giving reasons within fourteen days, beginning the day after their accepting the agreement, if the consumer's contractual declaration was not made in rooms used by the trader for business purposes.
2. The User also takes note that a consumer has the right to withdraw from any contract agreed with a trader at distance or off-premises (=online) without giving reasons within fourteen days, beginning the day after conclusion of the contract.

### Digital Asset Conversion ans Swap

3. The right to withdrawal from an agreement does not apply for service contracts after the service has been performed fully if the trader – at the prior express request of the consumer and given their knowledge of the loss of the right of withdrawal in case of full performance of the contract by the trader – begins to provide services before expiry of the withdrawal period.
4. The User hereby declares their express request that the Company shall in every case immediately perform an agreed Digital Asset Conversion and Swap. The User takes note of and acknowledges their loss of the right of withdrawal owing to full performance of this service, as described above.
5. As a consequence, the User waives their right to withdrawal from any agreed Digital Asset Conversion and Swap.

#### Other Services (the Website, the Account, the Wallet, the TENT App)

6. The User may withdraw from any other service agreement not previously mentioned in this section (including the Website, the Account, the Wallet, the TENT App) without giving any reason within fourteen days of concluding of this Agreement. To exercise the right of withdrawal from these other agreed services, the User must notify the Company by means of a clear statement in written form (including but not limited to a letter sent by post, fax or e-mail). The User may also use the enclosed withdrawal form. It is sufficient for the User to send the notification of exercise of their right of withdrawal before the expiry of the withdrawal period.
7. In case of withdrawal from these other agreed services, both parties must reimburse each other for costs agreed upon (including interest) and terminate their respective provision of and access to these services.
8. Conclusion of contract takes place after acceptance of this Agreement by both parties and forwarding of a permanently printable copy of the accepted Agreement to the User via their previously disclosed email address.

#### **XIX. Proprietary Information**

1. The Company and all of the content that appears related to the Services, including but without limitation the use of the Website's name, Software, web technologies, source code, concepts, artwork, photos, animations, sounds, methods of operation, moral rights, docu-

mentation and virtual items, is the exclusive property of the Company, or is being used with permission from its licensors. The Company (or its licensors, as applicable) retains all rights, titles and interest in and to the Services, their content and all intellectual property rights relating thereto, including without limitations all copyright, patent, trademarks, logos, design rights and any other proprietary rights connected with the Services. You agree that you have no right or title in or to the Services. The Company's name and logo along with the name and logo of Company, and any other trademarks included in the Services, are trademarks of the Company.

2. All third-party product names that may legitimately appear in relation to the Services are trademarks of their respective owners. No transfer or granting of any rights under any names, marks or logos is made or is to be implied by any provision of these Terms or by making use of the Services, and all rights in such names, marks or logos are reserved by the Company or their respective owners, as applicable.
3. It is strictly forbidden to use, for any purpose, any materials existing on the Website, the TENT App or the TENT App or any other Services. Any such unauthorized use, which infringes the copyright, the trademarks or other laws, can be subjected to civil or criminal sanctions.

## **XX. Third-Party Content**

To the extent that the TENT App, the Website or any of the Services contains links or any other information to third-party websites, tokens or services, the Company does not control the availability and content of those websites, tokens and services. Any concerns regarding any such third-party websites, tokens and/or services, or any link thereto, should be directed to such particular website and/or service provider. The Company makes no representation or warranty regarding any content, goods, tokens and/or services provided by any third party, even if linked to through the Website or the Services. The linked sites and tokens are not under the control of the Company and may collect data or solicit personal information from you. The Company is not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect.

## **XXI. Transfer of Data**

1. The Company informs the User in accordance with Article 13 of the GDPR that in the context of this Agreement, the Company processes personal data of the User provided herein for

the purpose of the KYC/AML (Know Your Customer/Anti Money Laundering) process based on the Slovakia AML Act. This includes the following data: Name, address, date of birth, citizenship, and other data necessary for the assessment and investigation of User's identity. This data shall be stored by The Company and or third parties in accordance with the Slovakia AML Act and not be processed for any other purposes.

2. The parties acknowledge that the User has the right to request information about their personal data that are processed. This information includes the purposes of processing, the categories of personal data, the categories of recipients and the planned storage period.
3. The parties further acknowledge that the User has a right to rectification, erasure, restriction of processing or objection and data transmission under the prerequisites of the corresponding provisions in the GDPR and in due consideration of the restrictions provided in the GDPR and the Slovakia Data Protection Act.
4. The parties acknowledge that if the User is of the opinion that the processing of their personal data does not comply with applicable data protection regulations, they have the option to direct a complaint to the Liechtenstein data protection office.
5. You hereby acknowledge that, in order for us to provide our Services, we may process, transfer and store information about you in the United States and other countries. However, if we transfer your personal data out of the EEA, we ensure a similar level of data protection by implementation of at least one of the following safeguards:
  - We only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission.
  - We have concluded specific contracts with service providers, which have been approved by the European Commission (standard contractual clauses for data transfers between EU and non-EU countries).
  - We only transfer data to providers based in the US if they are part of the Privacy Shield, which requires them to provide similar protection.
6. For any further Information, please read our Privacy Policy for information about how we collect, use and disclose information about the Users of our Services.

## **XXII. Severability**

1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as

possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

2. The invalidity, inoperability or unenforceability of any term of the Agreement will not adversely affect the validity, operability or enforceability of the remaining terms.

#### **XXIII. Waiver**

Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of that right or provision.

#### **XXIV. Indemnity**

You agree to indemnify Company against any claims, damages, losses or legal fees incurred due to your use (or misuse) of our Services.

#### **XXV. Warranty**

The warranty terms and conditions are governed by this Agreement and relevant provisions of Slovakian law. Rights and obligations between us and you regarding the rights arising from defective performance are governed by this Agreement and relevant provisions of Slovakian law (especially Slovakian Civil Code and Consumer Protection Law of Slovak Republic in relation to you as a consumer). Your claim must be made in writing and must be delivered to us no later than 15 working days from the claim to [support@tent.com](mailto:support@tent.com) or TENT Europe s.r.o., Agátová 3406/7A, Bratislava-Dúbravka, 841 01 Slovakia Republic. We are obliged to handle your claim as soon as possible (up to 30 days from the date of delivery of the claim as the latest).

#### **XXVI. Disputes**

1. Relationships, complaints and possible disputes arising from the contract shall be settled exclusively under the law of the Slovakia Republic and shall be settled by the competent

courts and authorities of the Slovakia Republic. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

2. Any complaints and disputes arising between the Company and the User may be settled out of court. The User as a consumer may contact the extrajudicial dispute resolution entity, such as the Slovakia Trade Inspection Authority or resolve the dispute on-line through the ARS designated for this purpose. More information about the alternative dispute resolution can be found here [mhsr.sk](http://mhsr.sk) and [ec.europa.eu/consumers](http://ec.europa.eu/consumers).
3. The Company recommends all Users to first contact us to address the situation through [support@tent.com](mailto:support@tent.com).

#### **XXVII. Assignment; Entire Agreement**

1. The Company may assign this Agreement and/or its legal relationship with you, fully or partially, to its parent company, affiliate, subsidiary or any third party, or in connection with a merger, consolidation, or sale or other disposition of all or substantially all of its assets. This Agreement, including the Privacy Policy together with any other agreements that apply to you, constitute the entire and exclusive agreement between us and you regarding its subject matter and supersede and replace any previous or contemporaneous written or oral contract, warranty, representation or understanding regarding its subject matter.
2. These Terms shall be governed by and construed in accordance with the laws of Slovakia Republic.

#### **XXVIII. Contact Information**

If you have any questions or comments about this Agreement, you can contact us at:

[support@tent.com](mailto:support@tent.com)

TENT Europe s.r.o.,  
Agátová 3406/7A,  
Bratislava-Dúbravka,  
841 01 Slovakia Republic

#### **XXIX. Competent Authority**



Slovakia Trade Inspection Authority

<https://www.soi.sk>

Bajkalská 21/A, P. O. BOX No. 5, 820 07 Bratislava

tel. number: 02/58 27 21 72, 02/58 27 21 04, fax number: 02/58 27 21 70

**XXX. TENT User Agreement - Withdrawal Form**

<b>TENT User Agreement – Withdrawal Form</b>	
I,	
(First Name)	_____
(Surname)	_____
(Birthdate)	_____
(Address)	_____
hereby declare my wish to withdraw from the contractual relations entered into with the Company on	
(Date)	_____
Place, Date:	_____
Signature:	_____