

TERMS OF USE

Last update: 04.04.2024

These Terms of Use (hereinafter, the “Terms”) represent an electronic agreement between you (hereinafter also, “You” and/or “User”) and Constanta Finance s.r.o., a limited liability company incorporated in the Czech Republic under Reg. No. 118 24 395, having its registered office at: Bilkova 855/19, 110 00, Prague 1 - Old Town, Czech Republic (hereinafter also “we/us” and or “Constanta”). Constanta provides services related to the virtual assets under the Trade license issued by the Trade License Register of Czech Republic ID RZP: 144536048.

These terms apply to your use of this Constanta Website and any other Services, products and content supplied by Constanta. You should read the entire Terms of Use carefully before using this Website or any of the Constanta Services.

PLEASE READ THE ENTIRE TERMS OF USE CAREFULLY. BY LOGGING IN AND REGISTERING YOUR ACCOUNT OR ACCESSING, VIEWING AND USING THE WEBSITE OR ANY OF THE CONSTANTA SERVICES AND PRODUCTS, YOU ACCEPT THESE TERMS OF USE AND AGREE TO BE LEGALLY BOUND BY THEM AND BY OTHER LEGAL DOCUMENTS LINKED BELOW. BY CLICKING ON THE “ACCEPT” BUTTON WHEN YOU CREATE YOUR ACCOUNT ON THE WEBSITE YOU EXPRESSLY AND CLEARLY AGREE TO THESE TERMS OF USE AND TO THE PROCESSING OF YOUR PERSONAL DATA IN COMPLIANCE WITH OUR PERSONAL DATA PROTECTION POLICIES.

IMPORTANT: If you create or finance and Account through your Profile, access or use the Platform, the Website or any of our Services (each stated below), you confirm that you have read, understood, accepted and fully comply with the entire Terms of Use which may be updated and amended by us from time to time. If you do not wish to comply with these Terms of Use or do not accept them entirely or partially, you should immediately cease to use the Constanta Services and the Platform. If you access or use any Constanta Services and the Platform, you are bound by these Terms of Use. Constanta reserves the right to amend or modify these Terms of Use at any time at its own discretion. Any amendments or modifications take effect as soon as they are published on the Website (<https://constanta.net>).

Some or all of the Website and Platform functions may be unavailable depending on the country of your nationality and/or residence.

Constanta and the User have entered into this Terms on the following terms and conditions:

1. TERMS AND DEFINITIONS

In addition to the Terms defined in other clauses of these Terms of Use, the following terms shall have the meaning defined below:

- **Account** means an account registered by the User on the Platform.
- **Confidential information** means information that the User receives or learns as a result of using of the Services, or otherwise as a result of his/her access and use of the Platform, regardless of whether or not such information is designated as confidential, provided that such the information is not generally known to the public and/or openly published on the Website.
- **Personal Data** means any information relating to an identified or identifiable User (natural person) within the meaning of the GDPR.
- **Virtual assets** digital representation of value which uses blockchain, decentralized ledger and cryptographic means for validation of ownership and validation of transactions (i.e. Bitcoin, Ethereum, etc.).
- **Deposit** means an operation involving a transfer of Funds to the User's Account.
- **Fees** means any rewards, charges and/or commissions paid to Constanta by the Users, which are established by Constanta.
- **Fiat money** means government-issued currency, that is designated as legal tender in its country of issuance through government decree, regulation, or law.
- **Funds** means Fiat money and/or Virtual assets, which are placed into the Account and used during the execution of Transactions.
- **Order** means the User's offer on the Platform to buy (acquire), to sell (alienate) or to exchange Virtual assets on certain conditions.
- **Person** means an individual or legal entity.

• **Platform** means Constanta's Platform, designated for exchange/trading of Virtual assets, accessible by User via the Website and/or via other means, specifically created by Constanta for that purpose (if applicable).

• **Representatives** means a Person's officers, directors, members, managers, employees, agents and/or any individuals authorized to act on behalf of the Person in the appropriate matters by law, documents of the entity, power of attorney or similar document.

• **Services** means all services and any service provided by Constanta.

• **Third-party provider** means a third-party software, information and/or technology provider, whose products, information or services might assist Constanta in providing the Services to the User.

• **Transaction** means a transaction of Funds entered into (and/or executed, completed, closed, etc.) through the Platform.

• **User** means any Person, who uses the Website, the Services and/or the Platform, is a holder of the Account and has concluded this Terms with Constanta.

• **Website** means the website: <https://constanta.net/>.

• **Withdrawal** means an operation involving a transfer of Funds from the User's Account.

The headings (of articles/sections) of the Terms are for convenience only and shall not in any way affect the meaning or interpretation of the Terms.

2. GENERAL PROVISIONS

2.1. According to this Terms Constanta provides Services allowing the Users to store and exchange the Virtual assets.

2.2. Constanta, in particular, provides the following Services to the Users:

- access to the Platform to store and exchange the Virtual assets;
- access to the Website, as well as to the Account;
- access to the information necessary to use the Platform and to perform Transactions.

2.3. Based on this Terms, Constanta may also provide other services, which are defined in this Terms and/or will be available on the Website or on the Platform.

2.4. Constanta also reserves the right to choose markets and jurisdictions in which it operates, and may also restrict or refuse provision of the Services in some countries at its discretion.

2.5. The User understands and agrees that Constanta is not a party of Transactions (unless otherwise is stipulated by this Terms related to a certain specific Services) and does not provide Fiat money financial services. All operations on the Platform are performed directly between the Users. The financial services related to Fiat money are rendered by third-party financial institutions.

3. Eligibility

3.1. You can act only on your own behalf or (in case of using the corporate Account) on behalf of an entity/other organization, which You represents and cannot use the Services as an agent, intermediary or broker for another Person, organization, entity.

3.2. At the point of registering the account, You represent and warrant that you:

- have reached the age of 18 year old;
- have not previously been suspended from using the Services/Platform;
- is an individual or legal entity or other organization with full legal capacity and capability and sufficient authority to enter into this Terms;
- currently do not have another Account registered on the Platform/Website;
- are not located in, or is not a resident of any Restricted jurisdictions; and
- will not use the Services if any applicable laws in your jurisdiction prohibit you from doing so.

3.3. Before accessing and using the Services offered by Constanta You must assure yourself that the use of the Constanta Services, Platform, Website is allowed in the country of Your citizenship/residence or the country from which You accesses the Services, Platform, Website, as well as check if there are any possible legal limitations and/or restrictions regarding the access and use of the Services, Platform, Website. It is Your sole responsibility to follow all the applicable laws and regulations and comply with the restrictions and prohibitions of Your country of citizenship/residence and/or country from which You accesses Constanta Services, Platform, Website.

3.4. Constanta takes no liability for the access and use of the Services, Platform and Website by the Person who is the citizen/resident or accesses the Services, Platform and Website from the country in which the access to and use of Constanta Services, Platform and Website is prohibited by law or where there are any other limitations and restrictions of the access and use of the mentioned above.

3.5. We draw the User's attention to the fact that the use of the Services, the Website and the Platform is governed by the international compliance requirements and requirements of economic sanctions. By sending,

receiving, buying, selling, trading or storing Virtual assets through the Platform, the User agrees to comply with these requirements. The User is not allowed to perform Transactions on the Platform or use any Services if:

- the User is in or under control or are a citizen or resident of FATF blacklisted countries and/or countries subject to the United Nations Security Council Sanctions List, the European Union or HM Treasury's financial sanctions regimes, the United States embargo (a "Sanctioned Country"), or if the User is a Person on EU or HM Treasury's financial sanctions regime or the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List (a "Sanctioned Person"); or
- You is a citizen and/or a resident of the United States of America or a legal entity whose authorized capital is owned by U.S. citizen and/or resident; or
- You is a Person, who does not meet any User due diligence/compliance standards, requests or requirements of Constanta regarding compliance of the User and who otherwise belongs to a high-risk group, including, but not limited to, the factors listed above.

3.6. Constanta prohibits the provision of the Services in certain jurisdictions (hereinafter in the text referred to as "Restricted jurisdictions") in accordance with our regulatory obligations.

3.7. **Restricted Locations** means the following jurisdictions Abkhazia, Afghanistan, Albania, Angola, the Bahamas, Barbados, Republic of Belarus, Botswana, Burundi, Burkina Faso, Cambodia, Cayman Islands, Central African Republic, the Democratic Republic of Congo, the Republic of Côte d'Ivoire, Crimea, Cuba, Democratic People's Republic of Korea (DPRK), the State of Eritrea, The Gaza Strip, Republic of Ghana, Gibraltar, the Republic of Guinea-Bissau, Haiti, Hawaii (state of the US), the Islamic Republic of Iran, the Republic of Iraq, Jamaica, Jordan, the Republic of Lebanon, the Republic of Liberia, the State of Libya, the Republic of Mali, Morocco, the Republic of Mauritius, Mongolia, Myanmar, the Republic of Nicaragua, Federal Republic of Nigeria, Northern Cyprus, the Islamic Republic of Pakistan, the State of Palestine, the Republic of Panama, Russian Federation, Sahrawi Arab Democratic Republic, the Republic of Sierra Leone, the Republic of Senegal, the Federal Republic of Somalia, South Ossetia, the Republic of South Sudan, the Republic of the Sudan, the Syrian Arab Republic, Trinidad and Tobago, the Republic of Uganda, USA, Vanuatu, the Bolivarian Republic of Venezuela, The West Bank, the Republic of Yemen, the Republic of Zimbabwe.

3.8. Information about the User (provided by the User) must not contain misleading, untruthful or fraudulent information. Provision of misleading/untruthful/ fraudulent information or submitting of false documents (including fraudulent identification documents) is prohibited. In case if Constanta doubts that the Personal Data is correct, up-to-date or complete, Constanta is entitled to refuse the User's access to the Services (all or part) and/or suspend the User's Account.

3.9. In case of provision of untruthful/ fraudulent information or submitting of false documents Constanta reserves the right to permanently terminate the User's Account.

3.10. The User is not entitled to sell, lend, share or otherwise transfer his/her Account or any data necessary to access his/her Account to third parties. The User is responsible for maintaining security and control over all of his/her logins, passwords, two-factor authentication codes or any other codes or data the User uses to access the Service. Constanta is not responsible for any losses incurred by the User due to unauthorized access to the User's Account, access of third parties to the User's password/Account. The User must immediately notify Constanta of the loss of the password and/or Personal Data of Account or illegal access of third parties to Account.

3.11. Constanta may require You to confirm Your identity to access the Service. Verification may include verification of the User's cell phone number, identity documents or residence address. Constanta reserves the right to demand additional real-time/online video verification.

3.12. All the Accounts are initially (will be initially registered) as individual Accounts. After passing a person identity verification/compliance procedure, the User can request to upgrade the Account to a corporate Account.

4. KNOW YOUR CUSTOMER POLICY

4.1. Constanta takes all necessary measures and uses the best standards to comply with all the applicable Laws and regulations regarding combating Money Laundering and/or Financing of Terrorism. Constanta will use reasonable efforts to detect and prevent persons involved in any criminal activity in any jurisdiction from using the Website.

4.2. In order to avoid and reduce possible risks of involving Constanta in any type of illegal activity, Constanta is acting in accordance with AML/CFT Policy and in conformity with an internal Anti-Money Laundering, Countering Financing of Terrorism and Know Your Customer procedures (hereinafter - the "AML/CFT procedures").

4.3. If we have reasons to believe that there is any suspicious activity (any third party complaints on any suspicious activity) on the Account or conducted by the User and/or the User wishes to perform any suspicious Transaction, Constanta may, at its sole discretion: refuse provision of the Services; request additional information confirming the legitimate nature of the Transaction such as additional KYC verification, proof of funds and/or

photo/video verification etc.; block the User's access to his/her Account; terminate the Terms without prior notice to the User.

4.4. By agreeing to this Terms, You confirms that You own Fiat money and/or Virtual assets legally.

4.5. We will not provide Services to the Users – citizens/residents/entities of countries blacklisted by the FATF and other organizations mentioned in paragraph 3.2. of this Terms, sanctioned Persons, etc.

5. PRIVACY POLICY

5.1. Please refer to our Privacy Policy for information about how we collect, use and share your Personal Data.

6. USER'S ACCOUNT

6.1. To create Account and pass verification (KYC), the User has to go through all the registration procedures and provide to Constanta all necessary information (including necessary Personal Data, information, necessary for verification/KYC), as well as accept terms and conditions of this Terms (including Privacy Policy, Fees).

6.2. Constanta may refuse registration and creation of Account at its discretion.

6.3. Unless otherwise expressly agreed between Constanta and the User in writing, each User may register only one Account and cannot use two or more Accounts (multi-accounts).

6.4. In case if User creates multi-accounts in violation of this clause, we are entitled to terminate (close) second by the date of creation and all subsequent User's multi-account(s). As a penalty for the said violation Constanta has the right to charge a full amount of Funds from the balances of the User's second and subsequent multi-account(s).

6.5. By registering the Account, the User agrees to provide the information requested to confirm the identity. This information is used specifically to detect cases of money laundering, Financing of Terrorism, fraud and other financial crimes through the Website. We will collect, use and transmit this information in accordance with our Privacy Policy. In addition to the provision of this information and for the purposes of complying with the world industry standards for Personal Data storage, the User gives us consent and permission to keep records of such information throughout the term of the Account, as well as for 10 (ten) years after the closure of the User's Account. The User also gives consent and allows us to send requests, directly or through third parties, which will be necessary to confirm the User's identity or protect the User and/or us from financial and other crimes, such as fraud.

6.6. By providing information necessary in accordance with this section of this Terms, the User confirms that it is accurate and reliable. After registration, the User must warrant that such information is true, complete and will be updated in a timely manner in case of any changes.

6.7. If there is any reasonable doubt that the information the User provides is incorrect, untruthful, outdated or incomplete, Constanta is entitled to send the User a notification requesting corrections, delete the relevant information directly and, depending on the circumstances, terminate the User's access to all or part of the Services.

6.8. The User is solely responsible for any losses or expenses incurred while using Constanta Services if the User cannot be contacted through the e-mail and/or via the address provided to Constanta. By entering into this Terms, the User acknowledges and agrees to update all the provided information in case of any changes.

6.9. By registering the Account, as well as entering into this Terms, the User authorizes Constanta to send, directly or through third parties, requests Constanta considers necessary to confirm the User's identity or protect the User and/or Constanta from fraud or crimes, as well as to take measures Constanta will reasonably find necessary based on the results of such requests.

6.10. The Account may only be used by the Person, in whose name it was registered. Constanta reserves the right to temporarily restrict the use, freeze or close the Account if there are suspicions of the use thereof by a Person, who is not the Person, in whose name the Account was registered unless otherwise agreed by the Parties in writing. The User must immediately notify Constanta of the unauthorized use of the User's username, password or any other attempts of unauthorized access to the Account if the User suspects or becomes aware of such unauthorized use.

6.11. You yourself must set the username and password during registration. The User can also change the password at any time after completing the registration procedure.

6.12. You agree that Your Account Information is confidential and You will not disclose such information to third parties. The User also agrees to be solely responsible for taking necessary security measures to protect the Account and the Account Information and consequences of non-compliance with such measures.

6.13. The User must ensure security measures and safety of the password and other Account details (credentials) to prevent disclosure thereof to third parties; wherein, the User independently determines the best procedure for storing such information and Personal Data and also takes measures to prevent illegal or unauthorized disclosure and use thereof.

6.14. You agree to:

- immediately notify Constanta if You become aware of any unauthorized use of the Account Information by any Person, as well as any other breach of the security rules;
- strictly comply with the mechanisms and procedures in force on the Website concerning the security rules, identity verification, Depositing, Withdrawal, Transactions of Funds; and
- perform the appropriate actions to exit the Website at the end of each visit.

6.15. Constanta is not liable for any losses or damage arising out of any unauthorized use by You or any third party (regardless of whether it was authorized by the User for such use) of the Account using Your login credentials (including received as a result of a phishing attack on the User).

6.16. Constanta created a sophisticated complex system of internal security, control, monitoring, in which all actions of employees are logged and recorded. In addition, the system makes it impossible for our employees to receive the User's credentials. You agree that unauthorized access only to Your Account (not to the wallet of the Platform) should be presumed as a result of a phishing attack on You or as a result of the Yours negligence.

7. OPERATIONS ON THE ACCOUNT

7.1. All Funds legally transferred to the Account in accordance with applicable law and this Terms belong to the User.

7.2. All operations on the Account are performed according to the User's Orders made in the appropriate form on the Platform through the User's Account.

7.3. To deposit Funds to the Account, the User needs to transfer the Funds according to the details specified by Constanta in the User's Account. We may request documentation to verify the source of Funds. In case we do this, we will not credit and/or accept the User's further Orders related to the appropriate Funds until we are provided with the relevant documentation acceptable for Constanta.

7.4. The number of confirmations for the full Depositing of Virtual assets to the Account may differ depending on the type of Virtual assets (the necessary number of confirmations is determined solely by Constanta). Constanta may preliminarily display on the Account's balance the Virtual assets in process of Depositing (before obtaining the necessary number of confirmations) but Virtual assets will be unavailable for the further Transactions (including Withdrawal) before receiving the necessary number of confirmations.

7.5. Constanta is entitled to set and change minimum/maximum limits for Depositing and Withdrawing the Funds at its discretion. Constanta will not be liable for not making any prior notices to the Users regarding such changes.

7.6. To withdraw the Funds from the Account, the User needs to pass the appropriate procedure using the appropriate functionality of the Account. Constanta reserves the right to add additional confirmation procedures related to Withdrawing the Funds.

7.7. The Platform may set some restrictions on the Withdrawal of the Funds and/or on the Transactions – prohibition to initiate the Withdrawal the Funds and/or the Transactions earlier than the certain period after the change of the User's profile/Personal Data in (bound to) the Account, including change or restoration of the password, as well as change of the authorization method. Also, the Platform or a financial institution (electronic money issuer, payment service provider, bank, etc.) may establish restrictions on the Withdrawal of the Funds for a certain period in case of Depositing the Account using certain methods (including reported/considered at the discretion of Constanta as bringing AML/CFT or security risks). Confirmed Withdrawal is irreversible and cannot be cancelled.

7.8. Constanta is not entitled to initiate Withdrawal/Transaction of the Funds from the User's Account without the relevant order of the User, except as otherwise stipulated by this Terms.

7.9. Funds can be transferred with the purpose of making Deposit, performing Transactions, Withdrawal using the services of third parties (financial institutions, etc.). In case if User deposits or withdraws the Funds using third-party services, the initiated operation is performed using the tools/assets/means used in accordance with the offers (terms and conditions) of the third party, accepted by the User, the service of which the User is using to perform the operation, provided that such the terms and conditions are compliant with this Terms.

7.10. By initiating operations through the Platform using the services of a third party, the User grants the right and instructs to transfer to such third party information, including Personal Data, necessary to perform the initiated operations using the tools/assets/means used in accordance with the offers (terms and conditions) of the third party, accepted by the User. Responsibility for operations performed using the services of a third party lies with the User.

7.11. Constanta does not bear any responsibility for the actions of such third party. The User is solely responsible for the payment of all commissions and fees related to such transfer of the Funds, and also assumes risks associated with the indication of incorrect payment details.

7.12. If the User received the Funds by mistake or as a result of double payout, Constanta has the right to make an irrevocable direct debit of the amount of such funds from the balance of the User's Account.

8. SUSPICIOUS OPERATIONS

8.1. If the User has discovered suspicious operations or activities, including, but not limited to, Depositing and/or Withdrawing of the Funds to/from the User's Account and/or placing/executing the Orders that are unknown to the User and/or were not initiated by the User, the User must immediately notify us thereof and follow our instructions. Constanta reserves the right to freeze the Funds on the Account until the end of the investigation.

8.2. We reserve the right to freeze, cancel or revoke an operation (including Withdrawal of the Funds and/or the Transaction of the Funds), which has already been performed, upon the request of the financial institution involved in settlement (performing) of the Transaction and/or based on the result (conclusion) of the investigation related to the suspicious operation report. In such cases, the User must cooperate with Constanta to determine the reasons and the grounds for such action.

9. FEES

9.1. For Services provided on the Website and/or the Platform Constanta applies the appropriate Fees. You irrevocably authorizes Constanta to charge (debit) applicable Fees from Your Account.

9.2. If the User does not perform at least one Transaction, Depositing or Withdrawing the Funds during six (6) calendar months, such User's Account will be considered inactive (hereinafter - the "Inactive Account"). To all the Inactive Accounts Constanta may apply a special fee (hereinafter - the "Inactive Account Fee").

9.3. Constanta will try to preliminary notify the User about applying the Inactive Account Fee but such fee may be applied by Constanta regardless of sending/reception of the notice from Constanta.

9.4. If the amount of Funds on the User's Account is less than the amount of the Inactive Account Fee, Constanta debits the entire balance of Funds from such Account. If the Inactive Account is empty it can be terminated (closed) by Constanta without permission (consent) of its owner.

10. ORDERS AND TRANSACTIONS

10.1. The Platform allows the User to create (initiate) the Orders to buy or to sell Virtual assets.

10.2. By creating (initiating) the Order the User makes an offer to all other Users to conclude a Transaction on the terms and conditions specified in the relevant Order. Constanta unilaterally sets the interface for creating (initiating) the Orders, determines possible types of the Orders and which parameters of the Order shall be determined by the User, who initiates it.

10.3. The User agrees that the Order may be executed both in full and by parts.

10.4. To create (initiate) the Order the User shall have enough Funds on the Account to meet (to execute) his/her obligations corresponding with the Order (as well as other active Orders opened by the User).

10.5. The User recognizes that the Order should only be submitted after careful consideration and the User understands and accepts the consequences of its execution. The User agrees that as soon as the Order is executed, such Transaction is irreversible and may not be cancelled. Transactions will be executed instantly upon the matching of the seller's and the buyer's Orders without prior notice to the seller and the buyer and will be considered to have taken place at the execution date and time.

10.6. The User acknowledges and agrees that in case the destination address is not specified and/or is incorrectly indicated and/or if the reference number (for example, memo) is incorrectly specified; and/or if the Deposit is made from the network (Token standard) which is not supported by Constanta; and/or if the Withdrawal is made to the network (Token standard) which is not supported by the recipient; and/or if the network (Token standard) wrongly selected by the User; and/or if the wallet addresses specified with the incorrect memo (Destination tag); and/or if the other details of User's Transactions specified incorrectly, the User may lose the Funds or it may cause delay of the Order execution. In such cases, the User himself/herself bears responsibility for his/her inaccurate and incorrect actions and also carries the risk of losing Funds. Constanta in any case will not compensate for such losses.

10.7. Constanta may set a minimal and maximal Order amount and/or other restrictions (limits) for the trade Orders (operations). Restrictions (limits) may vary for each trading pair (and/or depending on other details).

10.8. All operations on the User's Account, including those related to making Deposits, Withdrawals, creating/executing the Orders are displayed in the User's Account.

10.9. The pending Order not canceled by the User, who has made it, is valid until executed. Nevertheless, Constanta reserves the right to set time limits for the pending Orders.

11. PREVENTION OF THE ILLEGAL USE OF THE WEBSITE AND PLATFORM

11.1. By accessing or using the Platform and/or the Services, the User agrees to comply with the requirements of all laws, regulations, intellectual property rights or other rights of third parties and not to commit offenses and to be responsible for his/her behavior when using our Platform and Services. Without limiting the foregoing, the User agrees not to:

- provide (submit) false, inaccurate or misleading information (documents);

- use the Services (the Platform) for fraud and/or for any other illegal operations, including using credit and debit cards obtained illegally;
 - use the Services (the Platform) to pay, support or otherwise participate in any illegal gambling, fraud, money laundering, terrorist activity or other illegal actions (activities);
 - use the Services (the Platform) for financing operations or activities, for which administrative, criminal or civil liability is provided for in accordance with the applicable laws;
 - use the Services (the Platform) in a way that may disrupt, adversely affect or prevent other Users from the full use of the Services (the Platform) or somehow damage, disable, overload or disrupt the functioning of the Services (the Platform);
 - use any robots, crawlers, scrapers or other automated tools or interfaces that were not provided by Constanta to access the Services or to extract data;
 - use or try to use the Account of another User;
 - use the Services (the Platform) bypassing the procedure stipulated by this Terms or bypassing/exceeding the User's level of access to the Platform; try to access any area of the Services, the Website or the Platform, to which the User does not have access rights;
 - change the software used by the Website or the Platform in any way, take any actions aimed at changing the functionality and operability of the Website, the Platform disabling or interfering with the operation of the Website;
 - insult in words or perform any other actions violating rights and freedoms of other Users and/or third parties;
 - copy and/or disseminate any objects or intellectual property published on the Website or used by the Platform; copy or otherwise use parts of the program (code) of the Website, the Platform, as well as design of the Website; use Personal Data of third parties without their permission;
 - develop any third-party applications interacting with the Services without our prior written consent.
- 11.2. In case of detection of the suspicious Transactions from the Users, access to the Account may be limited (suspended) for verification for a term up to 30 business days.
- 11.3. The User agrees that in case of a breach of this Terms, Constanta is entitled to suspend or terminate the User's Account.

12. WARNING OF THE RISKS AND ACCEPTANCE OF RISKS BY THE USER

12.1. Trading with, Transactions, holding of Virtual assets are related to significant risks. Prices may fluctuate on a daily basis. Such price fluctuations can increase or decrease the value of the User's assets at any time. Any currency, whether virtual or not, can undergo significant fluctuations in value, as well as completely depreciate. There is an inherent risk of losses as a result of purchase, sale, or any trading in the market.

12.2. Trading with Virtual assets is also related to special risks that are not usually peculiar to Fiat money and/or goods and/or commodity (not virtual/digital) assets. Unlike most Fiat money guaranteed by governments, Virtual assets are unique types of assets supported by technology and trust. There is no central bank that could issue more currency or take measures to protect the value of Virtual assets in a crisis.

12.3. Trading with Virtual assets is often subject to irrational (or rational) "bubbles" or loss of confidence, which can lead to a drop in demand relative to supply. For example, confidence in Virtual assets may fall due to unexpected changes imposed by software developers or other persons, government measures, creation of superior competing alternative Virtual assets, as well as deflationary or inflationary spirals. Confidence can also be reduced due to technical problems: if the anonymity of the system is compromised, if assets are lost or stolen, or if hackers or governments can prevent any Transactions.

12.4. There may also be additional risks we did not foresee or define in this Terms.

12.5. The User understands that all operations with Virtual assets are irreversible and that the Funds received as a result of the Transaction can be returned only under a separate additional agreement/deal with the appropriate Person. The User cannot cancel, recall or change any Order with completed or executed status. The User bears responsibility for the accurateness and correctness of the Transaction details (network/network standard/wallet address/memo or destination tag) and carries the risk of losing funds, no losses will be compensated by Constanta in such cases.

12.6. The User warrants that he/she is aware of the basic principles of dealing with Virtual assets, as well as of characteristics of Virtual assets affecting their value and he/she is also aware of the relevant risks, in particular, volatility and fluctuations in their value. The User must understand that there is a high probability not to receive a fair and accurate price for the Virtual assets when trading.

12.7. By accepting this Terms, the User acknowledges and accepts any risks associated with the Transactions, agrees to comply with this Terms, recognizes and accepts the mentioned and any other risks.

12.8. The User declares to be aware of and understand and agree that Constanta can't directly or indirectly be liable for, and/or have any obligations with respect to or in any other way guarantee the performance or payment of any Transaction concluded by the User on the Platform and using blockchain and/or third parties' services/technology (in part of functionality, proper performance, reliability, etc. of such blockchain/technology),

and neither Constanta nor Third-party provider is liable to the User or any other Person for such Transactions performed through the Platform.

12.9. Constanta is not a broker, an agent or a consultant and does not have fiduciary relationships or obligations to the User.

13. INTELLECTUAL PROPERTY AND LIMITED USE

13.1. Constanta is the sole owner (except to the extent owned by third-party licensors) of all rights, titles and interests in and to the Platform, the Website, the data, and each component thereof, trademarks, all custom modifications, work products, deliverables, or other materials created by or on behalf of Constanta, and all intellectual property rights with respect thereto, and all rights not explicitly granted in this Terms are reserved by Constanta.

13.2. The User shall not obtain any rights in or to the intellectual property rights, except for those limited rights licensed to him/her by Constanta. The User shall take all steps necessary to maintain the confidentiality of all documents and material provided by Constanta or any of its Third-party providers with respect to the Platform and each component thereof.

13.3. Subject to the User's compliance with the terms and conditions of this Terms, Privacy policy, Fees the User is granted a limited, revocable, non-exclusive, non-transferable license to access and use the Platform, the Website (the term may be set/limited/alterd by Constanta) for purposes set out in, and in a manner consistent with, this Terms, Privacy Policy.

13.4. The User acknowledges and agrees that Constanta shall use information regarding the User's Personal Data (information) in accordance with its Privacy policy, as such policy may be amended from time to time by Constanta.

14. USE OF THE SERVICES, THE WEBSITE, SECURITY, INFORMATION

14.1. The User acknowledges and agrees that Constanta shall have sole discretion and absolute control over, and the right to modify at any time, the Website and the Platform, as well as the exclusive right to make any changes to their functionality, configuration, appearance and content.

14.2. We do not guarantee that the Website, the Services and/or the Platform will be available all the time for use without the absence of any delays, failures, errors, or loss of transmitted information. We do not guarantee that the Services (the Platform) will be available via the mobile application.

14.3. We will make reasonable efforts to ensure that the Users can access the Website, the Services and/or the Platform in accordance with this Terms. However, we may suspend the use of the Website and/or the Platform for maintenance and will use reasonable efforts to notify the Users. The User acknowledges that this (prior noticing) may not be possible in an emergency, and the User assumes risks associated with the fact that he/she cannot always use the Website and/or the Platform or perform urgent Transactions using his/her Account.

14.4. Any use of the Internet may be subject to a virus attack and/or a communication failure. Constanta accepts no responsibility for any damage or interruption caused by computer viruses, spyware, Trojan horses, worms or other malware that can affect the User's system, computer or other equipment, or any phishing, spoofing or other virus attacks. Constanta recommends that the User always uses reliable and affordable software to scan and prevent viruses. The User should also be careful when viewing text messages and e-mails that allegedly come from Constanta, as SMS and e-mails are also vulnerable to phishing and spoofing, as well as some viruses. It is advisable that the User enters his/her Account only through the Website (to avoid fraud/phishing websites the User must carefully check the address of the Platform each time he/she uses the Services, the Platform) and avoid messages from unverified senders offering him/her entry options.

14.5. Despite the fact that we intend to provide accurate and timely information on the Website, the Website (including, without limitation, content thereof) may not always be completely accurate, complete or current and may also contain technical inaccuracies or typos.

14.6. In an effort to continue to provide the User with the most complete and accurate information possible, information may, within limits permitted by the applicable laws, be amended or updated without a prior notice, including, without limitation, in relation to our policies, products and the Services. Accordingly, the User must verify all information before relying on it (the User must get acknowledged with the up-to-date version of Terms before each using the Services/the Platform) and all decisions based on the information posted on the Website are the User's sole responsibility (we are not responsible for them).

15. RESTRICTION, SUSPENSION OR TERMINATION

15.1. You can terminate this Terms with Constanta and close Your Account at any time after having settled all incomplete Transactions (the User participates in), having paid applicable Fees and executed all other obligations, which either directly or indirectly arose from Your use of the Services (the Platform).

15.2. Notwithstanding any other provision of this Terms, the User confirms that Constanta is entitled to restrict the User's access, set limits on the User and/or temporarily suspend the Account and/or the User's access to the Website, the Platform, the Services (including the ability to place the Orders and perform the Transactions), in whole or in part, or to refuse to enter into, to participate in any or all Transactions, to block the Funds on the Account if in Constanta's sole discretion any of the following circumstances occur or Constanta considers such circumstance to be likely to occur or if any of the following circumstances is possible in the opinion of Constanta:

- complete or partial failure of the Website and/or the Platform, including failure of any of the technologies constituting the Website and/or the Platform or any communication channels within the Website and/or the Platform or between the Website and/or the Platform and any other Person or counterparty or any other circumstance, when Constanta considers, at its discretion, that Constanta is not able to provide access to the Website and/or to the Platform;

- a breach in the security of the Website and/or the Platform;
- when there is any suspicion of a breach or an actual breach of this Terms, Privacy Policy or any applicable laws and regulations;

- in order to comply with law (including, but not limited to, a ban or restriction of any Virtual Asset);
- detection of unusual and/or suspicious activity on the Account; detection of unauthorized access to the Account;

- in connection with the procedural actions of governmental authorities in relation to a specific Account and/or the User, criminal investigation or any legal process; by a court decision or decision of a governmental authority; if the User's Account and activities related to it have become the subject of judicial and administrative proceedings;

- in connection with market conditions or conditions in relation to a particular Virtual Asset or pair, which justifies this as a necessary measure in the opinion of Constanta.

15.3. Any action taken by Constanta in accordance with this section will continue for a term determined at the discretion of Constanta. The User agrees that any evasion of or any attempt to evade access restrictions, limits or temporary suspension in accordance with this section of this Terms constitutes a material breach of this Terms; and taking any action in accordance with this section is a right and not an obligation of Constanta.

15.4. In addition, the User acknowledges and agrees that in case of any of the circumstances listed in this section, Constanta may cancel the Transaction the User has previously initiated or performed using the Platform.

15.5. The User agrees that Constanta is entitled to immediately suspend the Account, block any Funds on the Account, to suspend the access to the Services (to the Platform) and/or terminate the Account, in the following cases:

- We have detected on the Account activity related to money laundering, financing of terrorism; breaking by the User the applicable Anti-Money Laundering, Countering Financing of Terrorism Laws and regulations;

- the User's Account and activities related to it have become the subject of criminal investigation;

- using the Account by UN, EU or USA sanctioned person;

- when there is an actual breach by the User of this Terms, Privacy Policy or any applicable laws and regulations;

- Constanta is required to do so by a court order or an order of an authorized governmental authority.

15.6. In case of termination of this Terms due to fraudulent activity, breaking Anti-Money Laundering, Countering Financing of Terrorism Laws and regulations, a material breach by the User of this Terms (including, but not limited to using the Services by sanctioned person) or within the investigation of fraudulent Transactions and combating money laundering, Constanta is entitled to cancel the data of the User's Account and/or to impose (and to charge) a fine in the amount of the entire balance of Funds on the User's Account.

16. REPRESENTATIONS AND WARRANTIES

16.1. On the execution date of this Terms and on the date of each using of the Services/the Website (Depositing/Withdrawing any Funds, placing each Order, making/initiating each Transaction), the User represents and warrants to Constanta and agree in favor of Constanta, its affiliates and their Representatives that:

- The User has reviewed all the documents (including those published on the Website) provided to the User in connection with the Services and the Platform, and the User understands and agrees that using the Services provided by Constanta will be governed by these documents as amended from time to time. The User must not apply for registration on the Platform in order to create the Account or deposit the Funds or place the Order, perform/initiate Transaction, use other Services available via the Website if the User is not aware of how the Services or the Platform operates or of risks related to the Services or of the nature of the risks associated with it.

- The execution of this Terms and performance of all obligations contemplated under this Terms have been duly authorized by all necessary action by the User; and each Person executing this Terms (or authorized to accept its terms electronically or otherwise) and entering into each Transaction (or using other Services) hereunder on the User's behalf has been duly authorized to do so. All information provided by the User to Constanta, including, but not limited to, the information provided by the User in his/her Account, is reliable, accurate and not misleading.

16.2. The User shall guarantee that:

- the User is able to make or take delivery of the full amount of the Funds required to be delivered as a result of each Transaction the User entered in;
- execution by the User of this Terms and entering into each Transaction (and/or using other Services), as well as the User's performance of his/her obligations under this Terms and his/her use of the Services (the Platform) will not violate any applicable law;
- the User has received and will comply with the terms and conditions of all licenses, consents, registrations, permits, authorizations, exceptions and memberships necessary to use the Services and the Platform under this Terms, including Depositing/Withdrawing the Funds, entering/executing Transactions on the Platform;
- the User has sufficient expertise, experience and knowledge necessary to make informed decisions regarding using the Services/the Platform, and the User will not rely on any message or statement (written or oral) of Constanta as investment advice or recommendations to enter into any Transaction; the User will be prudent and careful in determining whether to enter into Transaction or otherwise perform activities on the Platform (use the Services);
- Person accessing the Platform acts as a principal, and not on behalf of any third party unless this Person is a Representative of the User.

16.3. Constanta represents and warrants that it shall provide the Services and shall carry out its obligations with reasonable care and skill.

17. LIMITATION OF THE LIABILITY AND NO ADVICE

17.1. To the maximal extent permitted under the applicable law, the Services, the Platform, the Website, materials and any product or other item provided by or on behalf of Constanta are provided on an "as is" and "as available" basis and Constanta expressly disclaims, and the User waives, any and all other warranties of any kind, whether expressed or implied, including, without limitation, implied warranties of functionality, fitness for a particular purpose or non-infringement or warranties arising from course of performance, course of dealing or use of the Services, the Platform, the Website.

Without limiting the foregoing, Constanta does not represent or warrant that the Services, the Platform, the Website, or materials are accurate, complete, reliable, up-to-date, error-free, or free of viruses or other harmful components.

17.2. Constanta does not guarantee that any Order will be executed, accepted, recorded or remain open. Except for the express statements set forth in this Terms, the User hereby acknowledges and agrees that he/she has not relied upon any other statement or understanding, whether written or oral, with respect to his/her use and access of the Services, the Platform, the Website.

17.3. Without limiting the foregoing, the User hereby understands and agrees that Constanta will not be liable for any losses or damages arising out of or relating to:

- any inaccuracy, defect or omission of Virtual assets price data;
- any error or delay in the transmission of such data, interruption in transmitting/obtaining any such data;
- any damages incurred by another User's actions, omissions or violation of this Terms.

The disclaimer of implied warranties contained herein may not apply if and to the extent it is prohibited by the applicable law.

17.4. To the maximum extent permitted by the applicable law, in no event will Constanta's affiliates, Constanta's and its affiliates' shareholders, owners, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors be liable for any incidental, indirect, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other benefits) arising out of or in connection with the Services, the Platform, the Website, any performance or non-performance of the Services, the Platform, the Website, or any other product or other item provided by or on behalf of Constanta.

17.5. Notwithstanding the foregoing, in no event will the liability of Constanta, its affiliates and their shareholders, owners, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors arising out of or in connection with using the Services, the Platform, the Website, any performance or non-performance of the Services, the Platform, the Website, or any other product or other item provided by or on behalf of Constanta or its affiliates exceed the amount of Fees paid by you to Constanta under this Terms in the six-month period immediately preceding the event giving rise to the claim for liability.

17.6. Without prejudice to the foregoing, Constanta makes no representations or warranties regarding the timeliness, accuracy or completeness of any data or other information on the Platform or results the User receives when accessing or using the Platform. Constanta does not bear any responsibility for claims related to any software, technology or equipment, the Platform, existing technology, data or any other information, materials, Virtual assets or the fact that the Platform meets the User's requirements or that access to it must be continuous, timely, safe, complete, accurate, free from errors and defects.

17.7. The User acknowledges that the software and equipment he/she uses may not support certain functions of the Platform.

17.8. Neither Constanta nor any third party providing information on the Website, the Platform recommends, endorses, protects or acts as a guarantor of any Virtual asset, trading pair or Transaction that is present or performed on the Platform. The User acknowledges significant risks associated with the Virtual assets markets and trading Transactions. Constanta does not provide financial, tax, legal, investment or other recommendations. Any information on prices, quotes, forecasts, profitability estimates or historical indicators is intended for informational purposes only and does not guarantee future results and is not an offer to buy or sell, or a recommendation to buy or sell any Virtual asset or to perform any Transaction. The User agrees that the Platform is not and cannot be considered the main reason for his/her decision to perform any Transaction, and Constanta is not and cannot be considered the User's financial consultant or fiduciary trustee. By entering into this Terms, the User acknowledges that any use of the data or other content of the Platform is solely at the User's responsibility.

17.9. The User understands and agrees that, provided that we have taken reasonable precautions, provided our Services properly and performed all of our obligations under this Terms, Constanta will be exempted from the liability for any direct or indirect losses, any lost profit, data, ability to use the Platform, operational downtime, loss of business reputation, costs on the replacement of the Services or downtime incurred to the User, the User's affiliates and any other Person as a result of execution of or in connection with this Terms, even if the User, the User's affiliate or any other Person had not previously been notified of the possibility of such losses, etc.

17.10. Nothing in this Terms shall and can be construed as excluding or limiting the liability of any of the parties for:

- fraud or intentional misrepresentation;
- other actions, the liability for which cannot be excluded or limited by virtue of the law.

17.11. The Platform may contain links to third-party(ies) websites and direct the Users to other websites. Such websites are not under control of Constanta; furthermore, publication of links does not mean that Constanta approves such websites. Constanta does not provide any warranties or representations and does not bear any responsibility with regard to the accuracy, content, terms of use, privacy policy, legality, reliability, perception, relevance, compliance with moral standards and other aspects related to such websites.

External websites have separate and independent terms and conditions of use and related policies. We ask the Users to familiarize themselves with the rules, policies, terms and conditions of each website they visit. The User must take precautions to make sure that everything he/she chooses to use is free from viruses, worms, Trojan horses and other malware.

17.12. Performing an operation, the User agrees to and independently bears all risks of Transactions. No claims regarding cancellation of operations can be filed against Constanta. Unless otherwise prescribed by this Terms for special cases, Constanta does not accept or process applications for the return and/or cancellation of operations from anyone.

18. INDEMNIFICATION

18.1. The User agrees to defend, indemnify and hold harmless Constanta, its affiliates and relevant employees, officers, directors and shareholders against all and any losses from property damage as a result of personal injury, death or other injuries resulting from negligence or misbehavior of the User or any Person, for whom the User is legally liable.

18.2. The User agrees to defend, indemnify and hold harmless Constanta against any losses, damage, expenses, claims, litigation, fine, including court expenses incurred by Constanta, which are a direct or indirect consequence of:

- the User's misuse of the Website/the Services/the Platform or the User's use of the Website/the Services/the Platform;
- the User's inability to fully and timely perform any of his/her obligations under this Terms, including the User's failure to perform obligations related to any Transaction or Order;
- any of the User's representations or warranties provided in accordance with this Terms is or has become false or incorrect;
- any violation by the User of any law, rule, regulation or third party rights;
- using the Platform, the User's Account by any other Person (except the authorized Representative of a legal entity), using the User's password or any other User's Account data (credentials) regardless of whether it was done with or without the User's knowledge.

19. APPLICABLE LAW AND DISPUTE RESOLUTION

19.1. This Terms is governed by and construed in accordance with the laws of Czech Republic.

19.2. In case of disputes on the issues specified in this Terms, the Parties shall take all possible measures to resolve them through negotiations. In such a case, You shall contact Constanta by sending an email describing the dispute to info@constanta.net, and Constanta shall contact You via the email that was used for registration or any other information that You provided to us in order to access the User Account. In the event the dispute is not resolved

within sixty (60) calendar days of the date of the sending of an email, either party may commence proceedings in the courts of Czech Republic which shall, subject to 19.3. below, have exclusive jurisdiction for any disputes arising out of and/or in connection with this Terms.

19.3. These Terms shall be governed and interpreted in accordance with the laws of Czech Republic. The Parties agree that any dispute arising out of or in connection with these Terms or your use of the Services shall be submitted for resolution to the courts of Czech Republic and resolved based upon the territorial jurisdiction.

20. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

20.1. The User agrees not to disclose any Confidential information relating to Constanta or its affiliates received in connection with the conclusion of this Terms or any investigation conducted in connection with this Terms and, if applicable, the User will also ensure the performance of this obligation by his/her officials, employees and consultants, to whom such information has been disclosed. Obligations stipulated by this section do not apply to Confidential information which:

- was lawfully in the User's possession prior to the entering this Terms;
- voluntarily disclosed to the User by third parties if such Persons do not breach any obligations not to disclose such information;
- voluntarily released by Constanta;
- is already known to the public.

20.2. Constanta will not share or otherwise transmit information about the Users and/or potential users of the Website and/or the Platform, with the exception of its Representatives, the appropriate employees (in accordance to the applicable Personal Data protection laws and regulations) in the ordinary course of Constanta's activities.

20.3. Constanta may also transfer the User's Personal Data to the law enforcement agencies, Personal Data protection authorities, government officials, governmental authorities if:

- this is required by law;
- this is required by governmental authorities on the basis of a subpoena, court order or decision or other legal procedure;
- Constanta believes that such disclosure is required to prevent losses or financial loss;
- disclosure is necessary to report alleged illegal activity;
- disclosure is necessary to investigate breaches of this Terms or any applicable law.
- Privacy Policy has the priority other than this section of the Terms.

21. NOTICES

21.1. Except as expressly stipulated by this Terms and the applicable law, all notifications, messages and documents related to fulfillment by the Parties of the obligations arising out of this Terms shall be sent and considered received by the Parties if they are e-mailed from the authorized address of one of the Parties to the authorized address of the other Party. Authorized addresses are:

- for the User: e-mail address or postal address, specified in the User's Account (personal cabinet);
- for Constanta: the appropriate e-mail address, specified on the Website or postal address of the company, managing the Website, specified on the Website.

21.2. If, in accordance with the above provision, any notification, request or other messages to Constanta was delivered or made after 5 p.m. (UTC) and/or not on business day such notification, request or other messages shall be deemed delivered or received at 9 a.m. (UTC) on the next business day.

21.3. Constanta may provide the User through the Platform with information, notifications and confirmations regarding the Orders, the Transactions, the Services, the Platform, and the use thereof. Such information, notifications and confirmations shall be deemed received by the User as soon as they become available to the User through the Platform.

22. ENTIRE AGREEMENT, AMENDMENTS AND SEVERABILITY

22.1. This Terms and any other documents referred to in it constitute an entire agreement between the Parties and supersede any previous agreements, stipulated terms and conditions or agreements between them relating to the subject matter of this Terms. Each of the Parties acknowledges that when concluding this Terms, it does not rely on any statements, representations or warranties ("representations") of any Person (regardless of whether it is a Party of this Terms), except as expressly specified in this Terms or other documents specified in this Terms.

22.2. Constanta is entitled to unilaterally amend the terms and conditions of this Terms, Privacy Policy, as well as Fees and limits. Such amendments take effect upon the expiry of two (2) days from the date of posting a new version of the relevant documents on the Website.

22.3. With each subsequent visit to the Website before using the User's Account, the User shall familiarize himself/herself with a new version of the above documents. Continued use of the Website and/or the Platform, through the User's Account, will mean the User's acceptance of the terms and conditions of a new version of the mentioned above documents.

22.4. If the User does not agree to the terms and conditions of new versions of the above mentioned documents, the User must stop using the Website and the Platform, including by closing all incomplete Transactions with Constanta.

22.5. If any provision of this Terms is or becomes (whether or not it is such on the basis of any decision or otherwise) invalid, illegal or unenforceable in any way in accordance with the applicable law the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

22.6. If any court or governmental authority finds that any provision of this Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part thereof shall be considered deleted to the necessary extent, and this shall not affect the validity, legality, and enforceability of the remaining provisions of this Terms.

23. DATA RECORDING

23.1. The User acknowledges and agrees that any telephone conversations and other communications between the User and Constanta, including Constanta technical support service, may, at the discretion of Constanta, be recorded with or without using an automatic sound notification device. In addition, the User unconditionally agrees and authorizes Constanta to use such records and any transcripts thereof as evidence in connection with any dispute or lawsuit that may arise or any issue arising out of or in connection with this Terms, the Services, any Order or Transaction.

24. FINAL PROVISIONS

24.1. This Terms is valid until one of the Parties terminates it. The User may terminate this Terms at any time (after fulfilling the appropriate demands stipulated by this Terms) by ceasing the use of the Services (the Platform) and removing all copies of any components of the software from all of his/her devices and equipment.

24.2. In addition to cases specially stipulated by this Terms, Constanta may unilaterally terminate this Terms at its discretion, with prior, at least 10 days before, notice to the User.

Contact us:

Constanta Finance s.r.o.

Reg. No. 118 24 395,

Address: Bílkova 855/19, 110 00, Prague 1 - Old Town, Czech Republic

info@constanta.net