

**Terms and Conditions**  
**For using the RULL Application**

## 1. Introduction

- 1.1. Payment4U, a.s., company ID No.: 05256666 with its registered office at Fričova 1662/4, Vinohrady, 120 00 Praha 2, Czech Republic, entered in the Commercial Register of the Municipal Court in Prague, under the file ref. B 21741 (the "**Company**", "**we**" or "**us**") issues these TERMS AND CONDITIONS FOR USING THE RULL APPLICATION (the "**General Terms**").
- 1.2. These General Terms stipulate conditions for the use of the RULL Application by you as the User. By registering an account through our Website or the RULL Application, you enter into an agreement between you and us that is governed by these General Terms (the "**Agreement**"). By registering your Users Account, you confirm that you have read, understood, and accepted the General Terms as well as our Privacy Policy.
- 1.3. You accept and agree that the use of services provided by us and made available to you through the Website or the RULL Application (the "**Services**") may also be governed by specific terms for the use of such Service (the "**Service Terms**"). In such case, the Service Terms form an inseparable part of the Agreement once accepted by you when you register to the respective Service. By registering to a respective Service, you confirm that you have read, understood, and accepted its Service Terms, if any. In case of any discrepancy or deviation between the Service Terms and the General Terms, the provisions of the Service Terms shall prevail.
- 1.4. These General Terms, Service Terms, and the Agreement as whole are governed by the Czech law. The General Terms are issued in accordance with the Section 1751 et seq. of the Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**"). The User acknowledges that the Website and the RULL Application are protected as author's work under the Act No. 121/2000 Coll., on copyright, on rights related to the copyright and on amendment of certain laws, as amended (the "**Copyright Act**") and undertakes to observe the Copyright Act when using the Website and the RULL Application.

## 2. Definitions

- 2.1. "**Agreement**" has the meaning set forth in Article 1.2.
- 2.2. "**AML Act**" has the meaning set forth in Article 12.2.
- 2.3. "**AML Measures**" has the meaning set forth in Article 12.1.
- 2.4. "**Business Day**" means a day other than Saturday or Sunday, which is not a public holiday in the Czech Republic.
- 2.5. "**Civil Code**" has the meaning set forth in Article 1.4.
- 2.6. "**Copyright Act**" has the meaning set forth in Article 1.4.
- 2.7. "**Crypto Asset**" means an electronically stored unit, regardless of whether or not it has an

issuer, which is not a fund under the Act No. 370/2017 Coll., on Payment Systems, as amended, but is accepted as a payment or exchange medium by another person different from its issuer (e.g., bitcoin, litecoin, ether and others).

- 2.8. **“Consumer”** means any User who is a natural person (individual) and enters into the Agreement outside his/her trade, business or profession.
- 2.9. **“General Terms”** has the meaning set forth in Article 1.1.
- 2.10. **“Goldz”** means the digital representation of a certain position of gold (i.e., amount of gold) purchased by us on your behalf on the exchange determined in the Goldz Service Terms.
- 2.11. **“Merchant”** has the meaning set forth in Article 4.3(b).
- 2.12. **“NFT”** means non-fungible tokens.
- 2.13. **“Parties”** or **“Party”** mean collectively the Company and the User or any one of them individually.
- 2.14. **“RULL Application”** means our electronic application or applications (a computer program or software application designed to run on a mobile device such as a phone, tablet, or watch) that is used to access the Services and refers to these General Terms.
- 2.15. **“Services”** has the meaning set forth in Article 1.3.
- 2.16. **“Service Terms”** has the meaning set forth in Article 1.3.
- 2.17. **“Third-Party Content”** has the meaning set forth in Article 11.1.
- 2.18. **“User”** or **“you”** means you as the person that uses the RULL Application and/or the Services.
- 2.19. **“User Account”** means an account created by the User to use the RULL Application.
- 2.20. **“Virtual Assets”** means collectively the Crypto Assets, NFT, Goldz or any other digital assets that (a) are listed as available to trade or custody in your RULL Application and (b) can serve as a payment, exchange, or investment medium.
- 2.21. **“Virtual Assets Transaction”** means any transaction made through the RULL Application and involving your Virtual Assets.
- 2.22. **“Website”** means our websites, those are <https://rull.marke> and <https://rull.app>.

### 3. Risk Disclosure

- 3.1. The User is aware and acknowledges that the information provided via our Website or RULL Application does not constitute an investment advice, financial advice, trading advice, or any other sort of advice or any regulated financial service. All the information is general and is not addressed to individual Users. We do not recommend you and are not responsible for your decisions to buy, sell, or hold Virtual Assets based on the information provided by us. The User

is solely responsible for such decisions based on his financial situation and assessment of risks.

- 3.2. The User is aware and acknowledges that Crypto Assets as well as other Virtual Assets are known for their high price volatility, absence of any central authority, and predominantly absent legal regulation. Dealing with Virtual Assets may also expose you to operational risks, including, for example, where you may suffer losses due to failure of hardware, software, and internet connections.
- 3.3. There is no legal entity that controls and regulates Crypto Assets and other Virtual Assets. Rather, Crypto Assets and other Virtual Assets rely on decentralized blockchain technology to safeguard assets and their movements. In the event of a crisis, there is no entity that will protect the Virtual Assets market to minimize your losses.

#### 4. RULL Application and Services

- 4.1. To use the RULL Application and Services, you must create the User account by registering through our Website or the RULL Application. Within the registration, you will (a) provide us with User's details, including your name, email address and a password, and (b) accept the terms of the Agreement and our Privacy policy.
- 4.2. You acknowledge that the RULL Application is intended solely for proper use of the supported Virtual Assets as designated in the Agreement or the RULL Application. Under no circumstances should you attempt to use the RULL Application to store, track, transfer, and manage any assets other than the supported Virtual Assets.
- 4.3. To use the Service, you must accept its Service Terms, if any. The scope of the currently available Services is shown in the RULL Application. Such Services may include:
  - (a) **Crypto-management:** Keeping Users' Virtual Assets wallets and tools for disposing with supported Virtual Assets, i.e. instruments enabling Users to store, track, transfer, and manage your balances of certain Virtual Assets that are supported by the RULL Application.
  - (b) **Crypto Assets payment processor:** Enabling the Users to send the supported Crypto Assets payments to payout recipients, including merchants that offer their products and/or services through the RULL Application (the "**Merchants**").
  - (c) **NFT Trading:** Enabling Users to buy, store and further dispose with supported NFT.
  - (d) **Gold2 Trading:** Enabling Users to buy, store and manage their gold positions on the selected exchange in accordance with the Gold2 Service Terms.
- 4.4. Unless otherwise explicitly provided for in these General Terms, the Service Terms or in the RULL Application, the Services are provided to Users free of charge.
- 4.5. The Company reserves the right to change the character or the scope of provided Services from time to time and at its sole discretion. Additional terms and conditions for the use of the

Service may be stipulated in its Service Terms.

## **5. User account**

### **5.1. User Account**

You need the User Account to use the RULL Application and the Services. Each User is entitled to use only one User Account. You must not allow a third party to access, administer, or manage your User Account, nor will you do so on behalf of another user of the RULL Application.

### **5.2. Account access**

Access to the User Account is secured by a username in the form of an email address, a password and possibly two-factor authentication (2FA). If access data are lost, you will have to prove to us your User identity to renew your access.

### **5.3. Password security**

The User acknowledges that any data from his User Account, especially his password, should not be disclosed to third parties. You are responsible for keeping your access data safe. This includes taking all reasonable steps to prevent any third party from accessing such data.

Any loss or compromise of data used to access your User Account may result in unauthorized access to your User Account by a third party and the loss or theft of your Virtual Assets.

We are not responsible for any losses caused by unauthorized access to your User Account. At the same time, you must immediately inform us about any possible loss or misuse of your User Account.

## **6. User Representations**

**6.1.** By registering your User Account through our Website or the RULL Application and by each logging in, you represent and warrant that:

- (a) if an individual, you are at least 18 years of age and have the authority and capacity to enter the Agreement;
- (b) if a business or organization, the User is represented by an individual that is at least 18 years of age and has all necessary rights, authority, and capacity to accept and bind the User to the Agreement;
- (c) you will not (i) allow a third party to access your User Account or (ii) use the RULL Application and/or the Services on behalf of any third party;
- (d) you are not restricted from using the RULL Application and/or Services;
- (e) you only have and use one User Account at any given time;
- (f) you provide us with true, accurate, and relevant information and documents and will keep those information and documentation up to date;

- (g) User's disclosure of any personal data relating to individuals other than the User was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant;
- (h) by entering into the Agreement and complying with User's obligations under the Agreement, you will not violate any law or agreement to which you are a party; and
- (i) you will not use the RULL Application to violate any rights of the Company or any third party.

## **7. General obligations of the Parties**

### **7.1. You undertake:**

- (a) to act in good faith and adhere to the Agreement;
- (b) to provide the Company with information, documents and data which are accurate, correct, up to date, not misleading and free of any aspects that could interfere with normal functioning of the RULL Application;
- (c) to immediately notify the Company on any change of information about the User or in any document provided to the Company;
- (d) to immediately notify the Company of (i) improper functioning of the RULL Application or (ii) loss, theft or unauthorized use of your access data to your User Account;
- (e) to comply with applicable laws and regulations.

### **7.2. We undertake:**

- (a) to act in good faith and with discretion;
- (b) to strive to enable the intended use of the RULL Application, take reasonable measures to correct any operation faults with the RULL Application;
- (c) to timely and properly fulfill its obligations under these General Terms.

## **8. Restricted activities and payments**

### **8.1. When using the RULL Application or Services, you will not:**

- (a) violate any applicable law or regulation;
- (b) intentionally try to defraud the Company and/or any third party;
- (c) take any action that interferes with, intercepts, or expropriates any system, data, or information;
- (d) unlawfully collect any information from other users of the RULL Application, including, without limitation, email addresses; or

- (e) defame, harass, or violate the privacy or intellectual property rights of the Company or any third party.

**8.2.** The User will not make any action or transaction through the RULL Application which would involve:

- (a) use of any assets other than the supported Virtual Assets;
- (b) financing crime, money-laundering or terrorist financing;
- (c) any sort of Ponzi scheme, pyramid scheme, or multi-level marketing program;
- (d) products or services that infringe or violate any copyright, trademark, or proprietary rights under the laws of any applicable jurisdiction or otherwise constitute counterfeit products or services.

## **9. Virtual Assets Transactions**

**9.1.** By giving the respective command through your User Account, you authorize us to initiate and perform the Virtual Assets Transaction at the price stipulated in the RULL Application. We will process the Virtual Assets Transaction in accordance with the Agreement and your instructions. You should verify all transaction information prior to submitting your instruction. We assume no liability or responsibility for your instructions, and we do not guarantee the identity of any third party user or receiver of your Virtual Assets Transactions.

**9.2.** You cannot cancel, reverse, or change any Virtual Assets Transaction marked as complete or pending. You are solely responsible for maintaining an adequate balance and/or sufficient credit limits to initiate and perform the requested Virtual Assets Transaction. We are authorized to cancel the Virtual Assets Transaction if your payment method has insufficient funds or limits. In such case, we may suspend your access to the Services until such insufficient payment is addressed and resolved.

**9.3.** You acknowledge, agree, and accept that the Virtual Assets Transactions cannot be reversed once they are broadcasted to the relevant Virtual Assets network. It follows that after submitting your instruction you cannot cancel and terminate the respective Virtual Assets Transaction. This Article 9.3 applies also for Consumers. Based on Section 1837 of the Civil Code, the Consumer may not withdraw from a contract:

- (a) under which the Consumer was provided with services before the end of the time limit for withdrawal with (i) prior express consent of the Consumer and (ii) the Consumer knowing that in such case he cannot withdraw from the contract;
- (b) regarding a delivery of goods or services, the price of which depends on financial market disparities which (i) are irrespective of sellers will and (ii) may occur during the withdrawal period;
- (c) on a delivery of digital content that is not delivered on a physical carrier and has been

delivered before the end of the time limit for withdrawal with (i) prior express consent of the Consumer and (ii) the Consumer knowing that in such case he cannot withdraw from the contract.

## **10. RULL Application Availability and Accuracy**

- 10.1. Access to the RULL Application, the User Account, and/or Services may become limited or unavailable during times, especially in times of significant volatility or volume. This may result in your inability to initiate or complete Virtual Assets Transactions. It follows that the Company does not guarantee full availability of the RULL Application, your User Account, and/or Services at all times, including prompt and timely execution of your instructions and Virtual Assets Transactions.
- 10.2. The Company is under no circumstances liable for any damages arising from the reduced availability of the RULL Application, your User account, and/or Services.
- 10.3. Although we aim to provide only accurate and timely information through our RULL Application and/or Website, you acknowledge that such information may not always be entirely accurate, complete, or up to date. The information provided through our RULL Application and/or Website may be changed or updated from time to time without notice. As set forth in Article 3.1, all your decisions based on such information are your sole responsibility and we have no liability therefore.

## **11. Third-party content and performance**

- 11.1. When using the RULL Application and/or the Website, the User may be processing or disposing with content that is not under the Company's control. Further, links to third-party materials or websites may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of such referred information, content, products or services provided by any third party. The User acknowledges that the Company cannot control, and is not responsible for, any third-party data, content, products or services that the User accesses, downloads, receives, buys or otherwise uses while using the RULL Application and/or the Website, including any performance provided to the User by the Merchants (the "**Third-Party Content**").
- 11.2. Unless we expressly state otherwise, we do not own or control the underlying software protocols which govern the operation of the Virtual Assets. Such underlying protocols are considered a Third-Party Content and we assume no responsibility for the operation thereof.
- 11.3. The Company is not responsible for the Third-Party Content, its accuracy, timeliness or delivery. You are responsible for evaluating whether you want to access, obtain, or use Third-Party Content on your own risk. The Company makes no representations or warranties of any kind related to such Third-Party Content, and disclaims all such representations and warranties, whether express or implied. If you experience any problem with any Third-Party



Content, you should resolve the dispute directly with the respective third party.

11.4. You may be charged fees for the Third-Party Content you use by its respective provider. We are not responsible for any Third-Party Content 's fees or terms thereof. Your use of any Third-Party Content is solely your responsibility, and you agree to comply with all terms and conditions applicable to any Third-Party Content.

11.5. The Company does not guarantee the functionality or security of any network operations.

## **12. AML Measures**

**12.1.** The Company has adopted certain measures under the internal policy system to prevent and mitigate possible risks associated with illegal activity such as money laundering or terrorist financing implemented on the basis of Anti Money Laundering regulations (the "**AML Measures**").

**12.2.** Obligated Entity.

The User understands that the Company is an obliged entity in terms of the Section 2 par. 1, letter l) of the Act No. 253/2008 Coll. on Selected Measures against Legalization of Proceeds from Crime and Financing of Terrorism, as amended (the "**AML Act**"), as an entity providing services related to Virtual Assets.

**12.3.** AML Measures.

The User acknowledges that the Company is obliged to, amongst other obligations, properly identify and control the User, keep information concerning the User and his transactions, and report, postpone or refuse to execute suspicious transactions.

The Company reserves the right to investigate the Users, even repeatedly, who indicate any form of suspicious, risky, or unusual activity. The Company also reserves the right to collect User's identification information to fulfill its obligations under the AML Act.

Before and at any time during the duration of the Agreement, the Company reserves the right to request up to date documents from the Users for the purpose of proving that the User complies with the AML Act (e.g., ID documents, international passports, bank statements and utility bills). The User undertakes to provide the requested documents.

All User's identification information will be used, archived, shared, and protected in compliance with the legal regulation. More detail is provided in the Privacy Policy.

**12.4.** User Cooperation.

The User undertakes to provide the Company upon its request with all cooperation in fulfilling its obligations under the AML Act, including providing without delay all information and documents necessary to verify the User's identification and the nature of the transaction, as well as information and documents on the sources of funds and Virtual Assets used and the purpose of transactions.

#### **12.5. Declaration of the User.**

The User declares that the funds or Virtual Assets stored and used by the User do not come from the proceeds from crime and the purpose of buying and selling the Virtual Assets is not to launder the proceeds from crime or to carry out transactions aimed at supporting or financing terrorism within the meaning of the AML Act.

#### **12.6. The User undertakes not to use the Services:**

- (a) to transfer assets from or to countries that are considered risky or high-risk with respect to money laundering or terrorist financing; the list of these countries is published and updated by the organization FATF-GAFI via its website; and
- (b) to transfer assets to or from a person originating in the abovementioned risky or high-risk country or who is in association with those countries; (i) in case of a natural person, origin means any state of which that person is a national, and at the same time all other states in which the person is registered for permanent or other residence, (ii) in case of a legal entity, origin means the state in which the entity has its registered office, and at the same time all states in which the entity has its branch, organizational unit or place of business.

#### **12.7. Limits.**

The User acknowledges that in connection with performance of its obligations under the AML Act, the Company may, without prior notice, exercise volume restrictions (per trade or the sum of trades) or restrictions on number of executed trades per User, group of users or a specific wallet with Virtual Assets.

#### **12.8. Supervision.**

Activities of the Company as the obliged entity fall under the supervision of the Financial Analytical Office.

### **13. Copyright**

#### **13.1. Basic information on the RULL Application**

The Company has developed the RULL Application which consists of computer programs, their files and program components. The RULL Application (as a computer program or mobile app) can include carrier media, printed documentation and on-line internet files for installation on a mobile device. These General Terms and copyright protection apply to all the above-mentioned parts and accessories of the RULL Application.

#### **13.2. Reservation of Rights.**

All rights to the RULL Application and its content, including page layout, texts, photos, films, graphics, trademarks, logos and other content and elements, belong to the Company. Without a prior written consent of the Company, it is forbidden to copy, modify or otherwise use the RULL Application or any part thereof contrary to its purpose under the Agreement.

## **14. License.**

By conclusion of the Agreement, the Company grants to the User a limited, non-exclusive, non-sublicensable, and non-transferable license, subject to the terms and conditions of the Agreement, to access and use the RULL Application solely for the approved purposes determined by the Agreement. Any other use of the RULL Application is prohibited.

The Company reserves all rights in respect to the Application and the Services and you agree that the Agreement does not grant you any rights in or licenses to any intellectual property except for the limited license set forth above. The User shall not modify, reverse engineer, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Application or the Services, in whole or in part.

## **15. Liability**

**15.1.** The RULL Application and the Services are provided on an "as is" basis and "as available" basis, and the Company specifically disclaims and the User waives all representations and warranties of any kind, whether express or implied, to the maximum extent permitted by law.

**15.2.** Limitation of Liability

Except as otherwise required by law, in no event shall the Company (or its employees and contractors) be liable to the User for any direct, indirect, special, punitive, incidental or consequential damages or losses of any kind, arising out of or in connection with use or inability to use the RULL Application or Services.

Regardless of the above, if the Company is found liable to you for any individual claim or series of claims under the Agreement, our overall liability shall be limited to 100 % of the direct damages incurred by the User. For the purpose of this Article 14.2, "direct damage" means actual damage occurring as a direct result of a breach of an obligation and does not include any loss of profit or other subsequent or indirect damages or losses.

It is your responsibility to reflect the above limitations when using the RULL Application and making any Virtual Assets Transaction.

**15.3.** Indemnity

The User agrees to protect, defend, indemnify and hold the Company (and its officers, directors, employees, agents and contractors) harmless from any claims, demands, costs, expenses, losses, liabilities and damages arising from any User's breach of the Agreement, including any fraudulent, negligent or reckless act, omission or misuse of the RULL Application and/or Services.

**15.4.** Third-party Interventions.

The Company is not liable for errors or losses incurred because of a third-party intervention in the RULL Application or because of its use contrary to its purpose. When using the RULL Application, you may not use procedures that could adversely affect its operation and may not perform any

activity that could allow you or any third party to interfere or misuse the RULL Application or Service or its components in a manner that would be contrary to their purpose.

#### **15.5. Force Majeure**

The Company is not liable for any failure or delay resulting from any abnormal or unforeseeable circumstances outside of our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood, labor conditions, delays or failures caused by problems with another system or network, mechanical breakdown or data-processing failures or where we are bound by other legal obligations.

### **16. Non-Disclosure**

16.1. Without the written consent of the Company, the User may not disseminate or provide any confidential information of the Company to third parties, including any information or facts concerning its know-how, technical and business procedures, business strategies and business contacts.

16.2. The obligation of confidentiality shall not apply to information that is publicly available or publicly known.

### **17. Privacy Policy and Data Protection**

17.1. The conditions of the User's personal data processing, marketing communications as well as use of the cookies on the Website, are stipulated in a separate document - Privacy Policy available at: [https://rull.app/legal/RULL\\_PRIVACY\\_POLICY.pdf](https://rull.app/legal/RULL_PRIVACY_POLICY.pdf)

### **18. Suspension and Termination of the Agreement**

18.1. We have the right to terminate the Agreement unilaterally at any time and for any reason by giving you not less than [10] days' e-mailed notice.

18.2. We have the right to suspend your use of the RULL Application, your User Account, or the Services and/or terminate the Agreement unilaterally and immediately due to any of the following:

- (a) we have concerns that you have provided us with incorrect, incomplete and/or misleading information or documents, or failed to provide any required information or documents, or submitted documents where the veracity or authenticity is in doubt, or submitted documents and/or information that are not in conformity with requirements established by us or required by law;
- (b) we have concerns that you have failed to notify us about a change in the information

provided to us and/or about circumstances which have or are likely to have a negative impact on the due performance of your obligations under the Agreement;

- (c) we reasonably suspect that you breached any other obligation and/or representation and warranty under the Agreement;
- (d) there are circumstances that indicate the User is related to money laundering and/or terrorist financing activity, including you being engaged in the field of activity with a high risk of money laundering and/or terrorist financing;
- (e) we have concerns that you use the RULL Application and/or Services for illegal, fraudulent and/or unfair activities;
- (f) we have concerns about the security of your access data to the RULL Application, including your access data to the RULL Application being used by a third party;
- (g) we have concerns that your unlawful actions may cause us losses or harm or damage our reputation.

18.3. We also have the right to deny or suspend your access to the RULL Application, your User Account, or the Services and/or terminate the Agreement unilaterally if required by applicable law and/or any competent authority.

18.4. If we proceed according to Article 17.2 or 17.3, we will provide you with e-mail notice of our actions and the reasons for our actions. Further, we reserve the right to require you to repeat the procedures outlined at Article 12 (AML Measures) before permitting you to transfer or withdraw any Virtual Assets from the RULL Application.

**18.5.** The User shall have the right to terminate the Agreement unilaterally and for any reason by giving the Company [10] days' e-mailed notice. A Consumer may use the standard termination form, which is attached to these General Terms.

18.6. Upon termination of the Agreement for whatever reasons, (i) the User shall immediately cease to use the Services and at the same time, (ii) the User's access to its User account will be limited as set forth in Article 17.7., and (iii) after [90] days, the User's account will be closed and User's access thereto will be denied.

18.7. Unless applicable law or any competent authority requires otherwise, subject to Article 17.4, on the termination of this Agreement for any reason, you will be permitted to access your User account for [90] days allowing you to transfer your Virtual Assets out of the RULL Application. Within the [90] days period, you are not permitted to use the RULL Application and/or the Services for any other purposes. We may, at our discretion, limit the functionality of your User account accordingly.

**18.8.** In case of termination of the Agreement, any sections or provisions of the General Terms and/or the Service Terms which by their nature should survive or are otherwise necessary to enforce the purpose hereof will survive such termination.

## **19. Mutual Communication**

### **19.1. Electronic Communication**

The Parties may deliver all written communication to each other by email or communicate via the RULL Application and the User Account.

### **19.2. E-mail Addresses**

The User shall serve any communication on the Company to the e-mail address specified in Article 21.1. The Company shall serve any communication on the User to the e-mail address specified in the User's account.

### **19.3. Delivery of notices**

Notices and other communications sent by e-mails specified under Article 18.2 become effective (i) on the following Business Day after being delivered to the other Party or (ii) at a later date set forth in such communication.

**19.4.** Under certain circumstances, especially in emergency cases, we may also contact you by using any other means of communication and contact details you have provided to us.

**19.5.** The User is responsible to regularly check the proper functioning of its e-mail or other methods of communication and to retrieve and read all messages from the Company. The Company shall not be liable for any loss arising out of User's failure to do so.

## **20. Resolution of Disputes and Complaints**

### **20.1. Governing Law**

The Agreement shall be governed by legislation of the Czech Republic. If the relationship established by the Agreement contains an international element, then the Parties agree that such relationship shall be governed by legislation of the Czech Republic. This shall not affect the consumer's rights arising from the generally binding legal regulations.

### **20.2. By Conciliation**

The Parties declare that disputes arising out of or in connection with the Agreement shall be settled amicably as a matter of priority, by negotiations of both Parties. Only if a conciliation cannot be reasonably expected, the dispute shall be resolved by a competent public authority. The Parties agree that disputes arising from the Agreement shall be resolved by Czech courts and agree on the local jurisdiction of the courts of the Company.

### **20.3. Alternative Dispute Resolution**

In case of Consumers, an out-of-court resolution of the consumer disputes arising out of or in connection with the Agreement and/or Service Terms shall be made by a competent Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Company ID No.: 000 20 869, website: <https://adr.coi.cz>. The online dispute resolution platform located at the

address <https://ec.europa.eu/consumers/odr> can be used to resolve disputes between the Company and the User under these General Terms.

**20.4. Czech Trade Inspection Authority**

The Company is entitled to provide the Services based on a trade license. Trade licensing inspection shall be carried out by a relevant Trade Licensing Office. The Czech Trade Inspection Authority shall carry out a supervision over the compliance of the Act No. 634/1992 Coll. on Consumer Protection, as amended, to a limited extent.

**20.5. Code of Conduct**

In relation to the User, the Company is not bound by any Code of Conduct in terms of the provisions of the Section 1826 par. 1 letter (e) of the Civil Code.

**20.6.** Should the provision of the Agreement imply a limitation or exclusion of Company's obligation to compensate for damages, such provision shall apply also to Consumers to the extent which is not contrary to Section 1814 letter (a) of the Civil Code.

## **21. Amendments**

**21.1.** The Company is entitled to amend these General Terms and/or Service Terms unilaterally by publishing the amended General Terms and/or Service Terms on the Website or via the RULL Application. The amendment of the Agreement shall come into force in 30 days upon the publication of the amended General Terms and/or Service Terms on the Website or in the RULL Application.

**21.2.** If you do not notify us before the date of their entry into force that you do not accept the amended General Terms and/or Service Terms, by the lapse of the 30 days' period the amended Agreement becomes binding for both Parties.

**21.3.** If you object by e-mailed notice to any proposed amendment in a timely manner, as per Articles 20.1 and 20.2, the Agreement will be terminated by the lapse of the 30 days' period.

21.4.

## **22. Final Provisions**

**22.1.** Contact data of the Company:

Company name: Payment4U, a.s.

Registered office: Fričova 1662/4, Vinohrady, 120 00 Praha 2

Company ID: 05256666

Tax ID: CZ05256666

e-mail: [support@rull.app]

#### 22.2. Opening Hours and Availability

The RULL Application are in operation 24 hours a day, 7 days a week. The User Account may not be available non-stop, especially with respect to the necessary maintenance of hardware and software equipment of the Company or third parties involved in the provision of Services (see Article 10 for details).

#### 22.3. Tax obligations

It is the User's responsibility to decide whether any taxes apply to the Virtual Assets Transactions, and to withhold, report and remit the relevant funds to the appropriate tax authorities. You agree that the Company is not responsible for (a) determining whether any taxes apply to your Virtual Assets Transactions, or (b) collecting, reporting, withholding, or remitting any taxes arising from any Virtual Assets Transactions. We are not acting as your tax agent.

#### 22.4. No set-off or transfer

The User is not entitled to set off any of his receivables against the Company, including a receivable acquired from a third party. The User is not entitled to transfer or pledge its receivable against the Company to any third party.

#### 22.5. Assignment

The Company is entitled to transfer all its rights to the application and assign the Contract or its part to a third party, but only if the Company reasonably believes that this will not seriously affect the User's rights or if the Company must do so to comply with legal or regulatory requirements. The User expresses his consent to this procedure in advance in terms of the Section 1895 of the Civil Code.

22.6. The User hereby assumes a risk of a change of circumstances in terms of the Section 1765 par. 2 of the Civil Code.

22.7. If individual provisions of these General Terms or Service Terms become invalid, ineffective, or unenforceable, it shall not affect the validity, effectiveness, and enforceability of the other provisions.

22.8. These General Terms as well as the Service Terms are executed in Czech and English versions, while in case of any discrepancy between these versions, the Czech version shall prevail. Any translations into other languages are for information purposes only and are not binding.

**These General Terms become effective as of [1.4.2022]**