

Terms and Conditions

1. Initial regulations

1.1 KRYPTOTOP s.r.o., company address: Zámstní 1155/27, Slezská Ostrava, 710 00 Ostrava, IČO: 08185182 (hereinafter as “trader” or “operator” or “administrator”) deals with the mediation of purchase and sale of digital assets as BTC, LTC, ETH, XRP and other activities within the frame of their entrepreneurial activities (hereinafter as “cryptocurrency” or “cryptocurrencies”) (hereinafter as “transaction”) via their web page www.kryptotop.eu (hereinafter as “webpage” or “page” or “pages”).

1.2 The Operator also states the terms and conditions of providing special electronic wallets (hereinafter as “KryptoTopPremium”) related to the use of services provided on the web site of the provider: client.kryptotop.eu

1.3 The terms and conditions are modified in accordance with regulation § 1751 article 1 of the Civil Code, mutual rights and duties of contracting parties established on the basis of the Contract or in relation to it.

1.4 The terms and conditions are an inseparable part of the Contract and are obligatory for both contracting parties for the entire duration of the contracting relationship until completion of all bonds and claims created between the Operator and Client.

1.5 The terms and conditions also apply to cases where the customer and/or the receiver of the services provided by the Operator is a natural person carrying out entrepreneur activities or a legal person. In these cases, the application of some regulations is excluded due to Legal conditions or due to the nature of the matter.

1.6 The Operator reserves the right to change or amend the Terms and Conditions, mainly due to the change of legal adjustment, market or economic conditions in the area of digital currency trading, for the correct functionality of the web pages or the correct provision of services by the Operator. The changes and amendments of the Terms and Conditions come into effect when published on the web pages and from this moment are mandatory for the Contracting parties.

1.7 Digital currencies are not an official currency in the Czech Republic because they are not regulated by legal regulations about payment services (mainly act no.284/2009 Coll., about payment relations as amended, and act no. 277/2013 Coll., about exchange activities as amended) and trading with digital currencies does not fall under the permission, regulation or supervision of the Czech National Bank.

Definitions

1. Under “Terms” we understand these general terms and conditions that regulate the rights and duties of the Operator and Client within the range of trading with digital currencies.
2. Under “Operator” or “Trader” or “administrator” we understand KRYPTOTOP s.r.o., company address: Zámstní 1155/27, Slezská Ostrava, 710 00 Ostrava, IČO: 08185182
3. Under “Customer” or “Client” we understand a natural person that is of legal age (18 years old) and is fully legally competent, or a legal person, who is a visitor, ordering party and/or receiver of any form of service provided by the Operator via web pages <https://kryptotop.eu>
4. Under “Digital currency” we understand an electronically stored unit, whether it has or does not have an issuer, and that is not considered as a financial unit according to the act about payment relations, but is accepted as a payment for products or services by a different person than its issuer; for the reasons of these Terms we consider Bitcoin, Litecoin, Ethereum, etc. as digital currencies.
5. Under “Contracting parties” we understand the Operator and Client, under “Contracting party” we understand the Operator or Client.
6. Under “Contract” we understand the contract of purchase or sale of digital currencies according to the current rates of the Operator, issued between the contracting parties via web pages <https://kryptotop.eu>, where the contracting party is obliged to provide the digital currency to the other contracting party, that is the subject of purchase or sale, and the other contracting party is obliged to accept the digital currency and pay the first contracting party the purchase price. The conclusion process of a contract is completed by sending a confirmation by the Operator about the acceptance of the order and the acceptance by the Client.
7. Under “Web pages” we understand the web pages in the ownership of the Operator under the <https://kryptotop.eu> domain, which is characterized as an author craft and database and the Operator has full ownership rights; the content of the web pages cannot be saved, edited, copied, shared or carry out any other changes if the Operator has not previously given written approval for such action.
8. Under “Change” we understand the purchase and/or sell of digital currencies on the basis of the Contract.
9. Under “the Civil Code” we understand the act no.89/2012 Coll., Civil Code as amended.
10. Under “AMLZ” we understand the act no.253/2008 Coll., about the measures against legalisation of profits from criminal activity and funding of terrorism as amended.
11. Under “GDPR” we understand the regulation of the European parliament and Council (EU) 2016/679 from the 27.April 2016 about the protection of natural individuals regarding the processing of personal data and the free movement of this data and about disregarding the 95/46/ES regulation (general regulation about the protection of personal data), that came into validity on the 25.May 2018.
12. Under “ZOOU” we understand the act no.110/2019 Coll., about the processing of personal data.

13. Under “Office” we understand the Financial Analytical Office, address: Washingtonova 1621/11, 11000 Praha 1

2. Fundamental conditions of providing services for the purchase and sale of cryptocurrencies (including the KryptoTop Premium service)

Customer

- 2.1 Under customer purchasing or selling cryptocurrencies we understand a person that is registered in the KryptoTop Premium (“registered customer”) system of the Operator. A customer purchasing cryptocurrencies can also be a person that is not registered in the KryptoTop Premium system of the Operator but owns an electronic wallet and fulfils all the conditions of purchase and sale of cryptocurrencies stated by the party of the Operator (“unregistered customer”).
- 2.2 The customer is obliged to send a registration form filled in, according instructions to the web page operated by the Operator, where the customer truthfully stated their name and surname, address, contact email and phone number. According to paragraph 2.4 of these terms and conditions, the client has the right to use the services of KryptoTop Premium (in extent of the level of verification according to paragraph 2.4) after confirmed registration by the Operator and providing a personal client account (including login details).
- 2.3 The customer is obliged, in case of an interest in purchasing cryptocurrencies for a financial currency and a valid order confirmation, to possess sufficient amount of Credit on their client account. The value of the credit to the financial currency is 1:1. This Credit (hereinafter as “Credit” or “Credits”) can be added to the client’s account by the customer by realizing a SEPA transfer to the account of the Operator, stated in the order or by using financial services- “payment gates” for example Besteron. Their internet page will be automatically generated during the mandatory order confirmation. This credit is stored in the “Euro Wallet” or “CZK wallet”.
- 2.4 The levels of customer verification and related permissions. The customer can gain these stated levels of verification:
- 1(one), in this case it is an unregistered or registered customer and verifies his billing data (name or company name, address or company address, email address, phone number) and subsequently can purchase/sell cryptocurrencies to a maximum amount of 1000 Euros (“Euro credits”)/month (regardless of the number of transactions)
 - 2(two), in this case it is a solely registered customer, successfully identified according to AMLZ according to paragraph no.10 of these Terms. The customer waits for the identification, verification and authorisation by the Operator. After authorisation, the customer can purchase/sell cryptocurrencies without “Euro credit”/day limitations.
- 2.5 The customer is obliged to follow the general legal regulations and Terms when using these web pages, as well as respect the rights of the Operator and third parties. The customer is obliged not to:
1. use these web pages in any way harmful for the Operator, other customers and/or third parties;
 2. change the content of the web pages, interfere in any way, threaten and/or disrupt their operation;
 3. use programs, equipment or other mechanisms or methods that could have a negative effect on the functionality of the web pages;
 4. gain unauthorised access to personal data of other customer or other information that is subject to the trade secret of the Operator;
 5. use a dangerous email or share the access account password to third parties
- 2.6 The customer is held responsible for any harm or damage created as a result of their actions that are in contradiction with good manners, the general legal regulations, the Terms and the Contract.

Operator

- 2.7 In case the Operator retreats from the contract of purchase/sale of cryptocurrencies (KryptoTop Premium account active), the Operator returns the amount of the buying price of the cryptocurrency to the bank account, announced to the Operator for this occasion.
- 2.8 The Operator issues an invoice for KryptoTop Premium in the shortest possible time from the realisation of the purchase/sale of cryptocurrencies via KryptoTop Premium and the data of the customer will be stated on this invoice according to the registration made on the www.kryptotop.sk website.
- 2.9 The Operator is obliged to offer the highest possible standard of the offered KryptoTop Premium service but has the right to limit the use of KryptoTop Premium in some extraordinary cases.
- 2.10 The Operator is not responsible for unauthorized use of Credits in cases, when such use happens due to insufficient protection of access data from the client in the KryptoTop Premium service and when this situation is not created by the handling of the Operator.

KryptoTop Premium

- 2.11 KryptoTop Premium is a service enabling the Customer to purchase/sell cryptocurrencies via their client's account on the KryptoTop Premium webpage operated by the Operator.
- 2.12 With KryptoTop Premium, the Client has the ability to purchase/sell (see paragraph 3 of these Terms and Conditions) and use other KryptoTop Premium services according to their own consideration via their client's account and informed by paragraph 5 of these General Terms and Conditions.
- 2.13 For the successful purchase of cryptocurrencies for a financial currency to be realized, the Customer is obliged to have a corresponding amount of Credits on their client's account.
- 2.14 The Customer does not pay any handling fees connected with the use of KryptoTop Premium services; this does not apply to transaction fees of third parties for the Credit "charge" realizing a non-cash payment according to their current price list.
- 2.15 The Operator provides an overview of KryptoTop Premium within the frame of a customer registration to www.kryptotop.eu. The customer is obliged to inform the Operator of any possible discrepancies as soon as possible and provides the corresponding evidence material.
- 2.16 In case the Customer withdraws from the Contract of purchase/sale of cryptocurrencies (KryptoTop Premium service) and cancels his client's account, the Operator returns the Credit amount to their bank account, stated by the Customer for this occasion.

Mediation

2.17 Partnership program

The partnership program is a system of recommendation/bringing new clients to the page of the Operator (hereinafter as "partnership program"). This way you become a partner of the Operator (hereinafter as "partner"). For every client that realizes an order, the partner gain a reward in a Credit form (hereinafter as "reward"), which is possible to exchange to a financial currency in the ratio of 1:1 or exchange it for a cryptocurrency. The amount of the reward is 20% of the Operator's profit.

2.18 The "invite a friend" program

The "invite a friend" program is a system of recommendation/bringing new clients to the page of the Operator (hereinafter as "invite a friend"). This way you become a partner of the Operator (hereinafter as "partner"). For every client that realizes an order over 400Euros or 10000CZK, the partner gains a reward in a Credit Form (hereinafter as "reward"), which can be exchanged to a financial currency in the ratio of 1:1 or exchange it for a cryptocurrency. The amount of the reward is 10Euros or 250CZK.

3. Purchase and sale of cryptocurrencies

A cryptocurrency purchase is realized by filling in a formalized order form by the Customer, generated by the web page of the Operator; the Customer also chooses the payment form. After that, the Customer places a firm confirmation and will be automatically redirected to a secure web page to realize the payment for the requested services in terms of the order, to a "payment gate", for example Besteron.

If the Customer fulfils their obligation to pay the price in terms of the order, the Operator will send the amount corresponding to the buying price of the cryptocurrency to the address of the electronic wallet provided by the customer (which is necessary to be equipped with before the realization of the transaction) without any delays or it can be stored to an electronical wallet managed by the Operator, where the Operator will inform the Customer about the amount of the purchased cryptocurrency and its current value whenever the Customer requests this information.

The cryptocurrency purchase service can also be requested by a Customer not registered to KryptoTop Premium – in this case the overall amount is limited.

A cryptocurrency sale is realized in the following fashion: a solely registered customer to KryptoTop Premium, after logging in to their client's account confirms their interest about selling a type of cryptocurrency in a standardized form on the web page of the Operator and also confirms the amount and type of cryptocurrency and the currency interested to sell the cryptocurrency for. After confirming this sale form by the Customer, the Operator is obliged to send the buying price negotiated with the customer in terms of the sale form in Euros to the bank account of the Customer stated by the Customer in this form.

By realizing a purchase/sale of cryptocurrencies, the Customer is obliged to pay a transaction fee, i.e. spread. This spread will be automatically charged for every realization of a purchase/sale of cryptocurrencies. The

amount of the spread is determined by the Operator, where the Operator informs the Customer about the amount before each transaction.

4. Payment for the purchase and sale of cryptocurrencies

The customer is obliged to pay the buying price for the cryptocurrency via a non-cash transaction. They can do so by a SEPA transaction to the account of the Operator stated in the order and also via financial services, "payment gates", for example Besteron; their web page will be automatically generated after a firm confirmation of the order.

The Customer can only offer the Operator to sell a cryptocurrency that is their possession on their electronic wallet or stored in the electronic wallet of the Operator and identifiable via their client's account within KryptoTop Premium. After confirming the sale form by the Customer, the Operator is obliged to send the buying price negotiated with the customer within the sale form in Euros, to the bank account of the Customer stated in the form.

The ability to pay for the buying price of the digital currency via a non-cash payment from a bank account of a third person, i.e. the payment of cryptocurrencies in ownership of a third person and/or from the electronic wallet of a third person is prohibited. In the case of violation of these rules, the Operator is not held responsible for potential loss.

5. The risks connected with the transaction of cryptocurrencies

The Operator is not responsible for any loss towards the Customer as a consequence of the Customer's negligence, third person or as a consequence of their intentional actions in contradiction with good manners and valid legal regulations, these Terms and Conditions and Contract. The Operator is not responsible for any loss or damage caused by the incorrect statement of the electronic wallet or bank account or caused by theft or misuse of data to the email address, electronic wallet or bank account. The Operator is not responsible for whatever loss or damage caused to the Customer by legislation changes including changes in interpretation and application of currently valid legal regulations and as a consequence of the decision of the court. The Operator is also not responsible for any loss or damage caused by an internet outage or P2P network (hereinafter as "Blockchain"), fully or partial defunct web pages of the Operator, illegal misuse of web pages of the Operator, computer viruses, computer attacks and functionality interruptions of the web pages of the Operator/ for example, for the realization of maintenance/or termination. By using the services of the Operator, the Customer confirms that they understand or understood and accepts the potential risks that are connected with the purchase/sale and storage of cryptocurrencies. Other risks that are connected with the use of services provided by the Operator and that are accepted by the Customer in case of trading cases and use of services realized via the Operator are stated HERE.

6. Order cancellation

- 6.1 All offers of purchase and/or sale of digital currencies published by the Operator on the web pages are of an informational character and are considered only as an invitation to submit offers. All orders of Customers are considered as a proposal to conclude the Contract. Regulation § 1732 article 2 of the Civil Code does not apply. The Operator has the right not to conclude the Contract with the Customer on the basis of the offer published on the web pages, nor on the basis of the Customers order.
- 6.2 The Operator has the right to cancel the confirmation of an order without giving a reason and the amount paid by the Customer for the purchase of cryptocurrencies, i.e. the amount in cryptocurrencies confirmed to exchange for a financial currency, will be sent back to the Customers' bank account, i.e. the electronic wallet, from which the transaction took place by the Customer.
- 6.3 The Customer cannot withdraw from the Contract on the basis of regulation § 1837 b) of the Civil Code, because the subject of the Contract is the delivery of cryptocurrencies and their price is determined by the deviation of the financial market independent from the will of the Operator and can take place during the period of withdrawal from the Contract. The right to withdraw from the Contract in cases when the Operator does not fulfil their duty according to the Contract or fulfils their duty partially or fulfils their duty under other conditions than agreed is not affected. For possible damages caused to the Operator (including loss of profit) created due to the termination of validity of the firm order, or the failure to pay from the Customer, the Customer is held responsible in full measure and the Operator has the right to demand compensation.

7. Responsibility limitation of the Operator

- 7.1 In case of inability to complete a transaction due to whatever reason, the Customer will receive the amount of the purchase price for the digital currency (digital currency that was deposited to the electronic wallet account of the trader) back to their bank account (electronic wallet account) from which the payment was

sent. The Operator is not held responsible for possible loss or damages that arose or will arise to the Customer due to incorrectly inputted electronic wallet account numbers (or bank account), loss or misuse of the password to access the electronic wallet (bank account) or email address. The Operator is also not responsible for the loss or damages of the Customer in case of internet network or P2P cryptocurrency network outage or due to the negligence or lack of co-operation from the Customer or third party. The Operator is also not responsible for the illegal actions of the Customer, for the violation of the regulations of these Terms and Conditions or the Contract that was concluded on the basis of accepting the order of the Customer by the Operator. The Operator also cannot be held responsible for loss or damages in case loss or damages caused by a higher power, or due to the decision of the court and decisions of other state authorities or change in relevant legislation.

- 7.2 The purchase/sell of cryptocurrencies brings a risk of possible loss of your financial means and therefore is not suited for everybody and we believe that you understand the possible risks associated with the purchase/sell of cryptocurrencies. Never buy/trade for money you cannot afford to lose. The information provided on www.kryptotop.eu serves only for general information purposes. They cannot be interpreted as financial or investment consultancy or personal advice, they are not interpreted in that fashion and you cannot rely on this information. Before you make any bonds of a financial nature, you should make your own thorough research. No part of the material stated on www.kryptotop.eu is interpreted as consultancy. We do not offer specific or implicit advice for you in relationship with any product or service offered on www.kryptotop.eu. **KRYPTOTOP s.r.o., company address: Záměstní 1155/27, Slezská Ostrava, 710 00 Ostrava, IČO: 08185182**, does not accept legal responsibility for any forms of losses or previous acquired profits that the users visiting www.kryptotop.eu make and rely directly or indirectly on any information present or connected with the www.kryptotop.eu website.
- 7.3 The Operator is also not responsible for any harm or damage caused to the Customer:
1. due to changes in the legislation, including changes in interpretation and application of already valid legal regulations
 2. due to the decision or action of the court, state representation, police authority or other public authorities and administration; a) due to web network or P2P digital currency network outage;
 3. due to fully or partial inaccessibility or non-functionality of the web pages;
 4. due to illegal misuse of the web pages;
 5. due to computer viruses;
 6. due to cyber-attacks;
 7. due to events of a higher power, beyond the will of the Operator;
 8. due to offer termination of sale and/or purchase of some or all digital currencies, or other services;
 9. due to the interruption of web pages of the Operator (for example for the intention of maintenance) or their termination.

8. Complaints

A transaction that was properly confirmed cannot be filed for a complaint, i.e. cancelled only if the Customer sent a firm order on the basis of incorrect information provided by the Operator. The weight of the claim and possible damage created on the basis of incorrectly provided information and associated reasons with filing a complaint lies on the responsibility of the Customer.

9. Protection of personal data

9.1 The Administrator processes personal data of the Customer in accordance with the regulation of the European parliament and EU council 2016/679 from 27.April 2016 about the protection of natural individuals during the processing of personal data and about the free movement of this data, which abolishes the regulation 95/46/ES (General regulation about the protection of personal data, GDPR). The Customer provides the following personal data to the Administrator: name, surname, address, email and IP address, for the intention of concluding and fulfilling the Contract, according to part 6 paragraph 1, b) Regulation. In the case of the increase of purchase limits of the Customer according to article 2.4, the Customer will provide the Operator with personal data according to article about the Identification of the Customer in accordance with part 6 paragraph 1 c) Regulation, subsequent to act no.253/2008 Coll., about the measures against legalisation of profits from criminal activity and funding of terrorism as amended. In case of a legal person, the Customer also provides their trade name, company address and company registration number for the intention of concluding and fulfilling the Contract, according to part 6 paragraph 1, b) Regulation.

9.2 Information about the processing of personal data in the process of concluding and fulfilling the Contract and for the intention of purchasing good and the engrossment of the invoice from the subject of data can be found [HERE](#).

9.3 Before sending the order, the Customer can approve his consent to process personal data for the intentions of getting information about news, sales and other marketing offers in accordance with part 6 paragraph 1, a) Regulation, for the Operator to process and store their personal data encompassing the title, name, surname, email address, phone number, address of permanent residence, by clicking the relevant box. This data is necessary for the activity of the Operator regarding the sending of information about new products, sales and offers.

9.4 Information for data subjects regarding the processing of personal data for the intentions of informing about news, sales and other marketing offers can be found [HERE](#).

9.5 More information for data subjects according to part 13 and 14 Regulation can be found on the following references: [registry administration](#), [evidence of trade partners](#), [accounting documents](#).

9.6 The “cookies” are small text files that save onto the end device of the Customer or onto the memory storage. These files enable to record information about the visit of the Customer, the browser settings, preferred language and other information. Thanks to this, the future visit of the customer can be a lot faster and more relevant to the interests of the Customer. The browsing of the web pages would be much more difficult without these cookie files. These files also help to adjust the offer of the Operator to the individual needs of the Customer and use the Google Analytics service.

9.7 To prohibit the use of cookies, the Customer only needs to launch the function of anonymous browsing before visiting the web pages, although in this case it is possible that some parts of the web page might not be shown properly, the browsing will be more difficult and the content adjusted to the individual needs of the Customer might not be shown.

9.8 The Operator is obliged to handle the personal data of the Customer according to the principles of processing of personal data in accordance with the GDPR regulation.

9.9 The Operator declares that in accordance with regulation part 5 paragraph 1, b) GDPR regulation, the personal data will be used only for a specific, defined and authorized reason and will not be processed afterwards, for a reason in disagreement with the previous one.

9.10 The Operator declares that in accordance with regulation part 5 paragraph 1, a) GDPR regulation, the personal data will only be processed in a legal way, so that the basic rights of the affected person will not be violated.

9.11 The Operator declares that the personal data will be processed in accordance with good manners and in a fashion that does not violate the ZOOU or any other general regulation. The Operator declares not to force the agreement of the affected person or condition the threat of refusing a contractual relationship, service, goods or duties stated by the Operator.

9.12 The Customer has the right according to article 12 – article 23 GDPR regulation, to apply their right and interests protected by the law in written form to the address of the Operator, or by sending an email to the email address of the Operator.

10. Identification, checking a verification of the Customer according to AMLZ

10.1 The Operator is an obliged person on the basis of § 2 paragraph 1, l) AMLZ, and therefore is obliged to proceed in accordance with this law

10.2 The Operator, as an obliged person, will perform, in accordance with regulation § 7 AMLZ, identification of the client at the latest when it is obvious that the value of the exchange (trade) will exceed 1000 Euros during the period of (1) month, regardless of this limit, when there is suspicious trade or establishment of a trading relationship. The values of individual trades will be added together for the purpose of evaluating the reach of the above stated limit for individual clients, accounts as well as email addresses.

10.3 The Client is aware of the fact that the Operator can state a trade value for individual types of offered trades on the basis of risk evaluation and when achieving this limit, this will lead to the identification of the Client and this value can be less than 1000Euros.

10.4 Under a suspicious trade we understand a trade realized under terms that causes suspicion of effort to legalize gains from criminal activity, or that the trade is related or connected with the funding of terrorism, or any other facts that could lead to this belief. A trade is considered suspicious when the Client refuses to undergo a check as described below.

10.5 The identification of the Client is performed in accordance with § 8 AMLZ as follows:

1. during the identification of the Client that is a natural person, the Operator records and verifies the identification data from the ID card, if stated, and also records the type and number of the ID card, state, the body that issued the card and the validity period; at the same time verifies the sameness with the picture in the ID card;
2. During the identification of the Client that is a legal person, the Operator records and verifies the identification data from the ID of existence of a legal person and in extent according to letter a) performs the identification of a natural person, that in their name deals in the given trade; the statutory body, their member or person in command of the legal person, records their identification data as well.

10.6 During the identification of the Client, the Operator discovers and records if the Client is not a politically exposed person or a person that the Czech Republic imposes international sanctions against according to the law of international sanctions.

10.7 The Operator is not obliged to perform an identification of the Customer in accordance with § AMLZ in cases, where the Client fills in the required data in their profile for the purpose of verification (including the phone number) during the basic registration and provides the following documents (i) two identification documents containing officially confirmed basic data about the Client, their full name, photograph and date of birth, and (ii) the header from an account statement of the Client, used for the fulfilment of the terms of the Contract and the following data recorder: bank account number, identity of the Client, address of the Client and financial institutions (according to § 11 AMLZ). The above stated documents will be provided by the Client in original or electronic form in a quality, readable and colour photocopy. The Client also acknowledges the fact of a phone call from the Operator for the intention of verification of the provided data.

10.8 If the Operator discovers any deficiencies in the basis registration by the Client, the Operator has the right to ask the Client to erase these deficiencies, even repeatedly, until the basic registration will be considered as satisfactory with the contractual terms and legal requests.

10.9 After approval of the basic registration, the Operator has the right to undergo a higher form of data verification. The Operator will do so every time when the terms relate to article IV paragraph 12. In that case, the Client provides the Operator with the following documents: (i) photograph of the Client and ID card (ID selfie), and (ii) document proving the origin of finances, that are the subject of the Contract (for example a tax return, document of income, financial statement, loan contract, contract of donation, decision of the court in the matter of inheritance); this document can also be replaced by a statutory declaration of the Client in case of the inability to provide these documents due to an objective reason. The above stated documents will be provided by the Client in original or electronic form in a quality, readable and colour photocopy.

10.10 During other trades with the Client that has been identified by part 5, the Operator will verify the identity of the natural person in a suitable fashion.

10.11 During the period of the trading relationship or during other trades, the Operator checks the validity and wholeness of the identification data of the Client.

10.12 The Client provides information to the Operator that are inevitable to preform identification, including the appropriate documents. The Operator has the right to process the gained information for the purposes of AMLZ.

10.13 The identification data is provided mainly by filling in and sending an order and/or registration form and providing the necessary documents.

10.14 The first identification of the Client can be performed by a notary or contact place of public administration on the request of the Operator. The Operator does not have to perform an identification of the Client, if it was already done so by a loan or financial institution, if such identification was received.

10.15 The Operator, as an obliged person, will perform a check of the client in accordance with § 9 AMLZ before a trade outside of a trade relationship at the latest when it is obvious that the value of 10000Euros or higher will be reached, or during a suspicious trade and during the establishment of a trade relationship, before a trade and during the trade relationship.

10.16 The check includes gaining information about the purpose and intended nature of the trade or trade relationship, inquiring about the ownership and controlling structures of the Client and their true owner, if the Client is a legal person and measures to discover and verify the identity of the true owner, continuous monitoring of the trade relationship, including the inspection of trades during the stated relationship, inspection of financial sources or other wealth related to the trade or trade relationship.

10.17 The Client understands that the Operator can state on the basis of risk evaluation the value of the trade for individual offered trades, where the check of the Client will take place and the value can be less then the amount stated in part 12.

10.18 The Client is obliged to provide the Operator with information that is inevitable for a check, including relevant documentation.

10.19 The Operator will refuse to undergo a trade or a trade relationship or will end the trade relationship in the case, where the Client refuses to undergo identification or does not provide sufficient co-operation during the check, or due to other reasons the identification or check of the Client is unsuccessful, or if the person leading the identification has doubts about the truthfulness of the provided information or documents.

10.20 If the Operator discovers a suspicious trade, the Operator will announce this to the authorities as soon as possible, in the time period stated by the law.

10.21 If there is danger that an immediate trade realization could prevent or make a profit from criminal activity or funding terrorism significantly harder, the Operator can deal with the order of the Client concerned with the suspicious activity no earlier than after 24 hours from receiving the notice of a suspicious order by the authorities.

10.22 The client understands that if there is a danger in terms of part 18 and the investigation of the suspicious trade, this process can take a longer period of time, the authorities can extend this time period (i), extending the fulfilment of the order of the Client, (ii) or postpone the fulfilment of the order or (iii) secure the wealth that is subject to this suspicious trade by the Operator.

10.23 In terms of this article, the Operator conducts identification and checks of the Client in ways and terms stated in part 7,8,9 of this article.

11. Partners

The "business account" service and providing a majority of its functions (mainly the exchange of BTC to a cryptocurrency type NEO, etc.) is secured for the Operator by company USECORP LTD. company address: Enterprise House, Pass Street 2 Oldham, Manchester OL9 6HZ United Kingdom of Great Britain and Northern Ireland, ID: 11727739. The Operator, KRYPTOTOP s.r.o., company address: Záměstní 1155/27, Slezská Ostrava, 710 00 Ostrava, IČO: 08185182, answers for services offered in terms of the "business account" service, as if it was provided by the Operator.

12. Final regulation

12.1 The Contracting parties have agreed that the communication between them will be carried out in the form of email messages.

12.2 For relationships not stated by these Terms and Conditions, according regulations of the Civil Code, regulation no.22/2004 Coll. about electronic trading and about the change in regulation no.128/2002 CFU about the state control of internal market in terms of the protection of the user as amended, regulation no.284/2002 Coll. as amended and regulation no.102/2014 Coll. about the protection of customers during distant sales, apply.

12.3 The Customer does not have the right to transfer the rights and/or duties regarding KryptoTop Premium onto another person without the previous written agreement of the Operator.

12.4 In case of suspicion of misuse of KryptoTop Premium, the Operator has the right to pause the service until these suspicions will be proven false, without the right of the Customer to seek any compensation.

12.5 The rules of providing KryptoTop premium services apply to, if not stated differently, the Civil Code in full and valid extent. The protection of personal data is secured in accordance with the General regulation about the protection of personal data, GDPR. The courts of the Slovak Republic according to valid regulations in the Slovak Republic will deal with the solving of possible conflicts between the Operator and Customer caused by the use of services of the Operator in accordance with these Terms and Conditions.

12.6 The Operator has the right to change these Terms and Conditions but is obliged to inform the customers beforehand, at least (15) calendar days before coming into validity. In case of the violation of this right of the Customer, the Customer has the right one day before coming into validity at the latest to resign from the use of KryptoTop Premium and ask for Credit compensation.

12.7 Under Cookies we understand a small file saved onto the computer, tablet or mobile phone device of the Client, for the effective display of content and the use of web pages individually for every client. The Operator uses cookies for the intention of improving conditions of provided services and their promotion. By using the web pages, the Client gives consent to the Operator to save these cookie files to their computer device.

12.8 These Terms and Conditions come into validity when published on the web page of the Operator, www.kryptotop.eu and into validity for individual Customers by a proper confirmed order.

12.9 The Customer was asked to confirm their familiarity, that they have read them, understood in full extent and agree to their full extent before sending an order or before registering.