



GENERAL BUSINESS TERMS AND CONDITIONS

I. PREAMBLE

1. These General Business Terms and Conditions (hereinafter „**Conditions**“) were issued by the company KELTA Cube, s.r.o. (Ltd.) with its seat at Kopčianska street No. 92/D, 851 01 Bratislava, Slovak Republic, identification number (IČO): 46 428 640, registered in the Business register of Bratislava I District Court, Section: Sro, Insert No.: 100826/B (hereinafter as „**KELTA**“) exclusively for the www.kelta.com website or another web location at www.kelta.+ domain (hereinafter as „**Website**“) and application on platform of iOS or Android (hereinafter as „**App**“).
2. These Conditions are issued for the purposes of defining terms and adjusting rights and obligations between KELTA as a provider and its users. The Conditions refer to legal relations between KELTA and users in such instances when contractual relationship is concluded via Website or APP and the services available on the Website or the APP, when using the software that is part of the Website or the APP, including applications, features, content files, scripts, instruction files, and any related documentation, these relationships being governed by the rules as follows.

II. BASIC DEFINITIONS AND TERMINOLOGY

1. User is a natural or a legal person (hereinafter as “**User**”), who, in accordance with these Conditions fills in the registration form via Website or APP and places orders of KELTA’s services in an electronic form (hereinafter as “**Order**”) to KELTA.
 - + Order of services by a natural person is an expression of a unilateral legal act, by which the buyer – natural person, who is not an entrepreneur expresses his or her interest in the supply of the services provided by KELTA for the price stated in the Order. Such Order also represents draft purchase agreement in the sense of section 52 in conjunction with section 588 and the following Act no. 40/1964 Coll. Of Civil code as amended (hereinafter the “**Civil Code**”), works contract in the sense of section 631 followed by Civil Code or any other type of contracts from the buyer’s side. Buyers enter into legally binding relationship with KELTA under the contract concluded remotely in accordance with provisions of section 2 (1) of Act no. 102/2014 Coll. on Protection of Consumer related to selling or providing services based on Distant Contract, or a Contract Concluded outside Operational Premises of the Seller and on Amendments and Supplements to certain laws as amended (hereinafter “**Act no. 102/2014 Coll.**”)
 - + Order of services by a legal person is an expression of a unilateral legal act by which the buyer – a legal person or a natural person who is an entrepreneur expresses his or her interest in the supply of the services provided by KELTA for the price stated in the Order. Such Order also represents draft purchase agreement in the sense of section 409 and the following Act

no. 513/1991 Coll. Commercial Code as amended (hereinafter “**Commercial Code**”), works contract in the sense of section 536 and the following Commercial Code or any other type of contracts from the buyer’s side. Buyers enter into legally binding relationship with KELTA under the contract concluded in accordance with provisions of Commercial Code, mainly according to the section 269 (2), section 409 and section 536 of the Commercial Code.

2. **Cryptocurrency** - a digital or virtual currency designed to work as a medium of exchange. It uses cryptography to secure and verify transactions as well as to control the creation of new units of a particular cryptocurrency. Essentially, cryptocurrencies are limited entries in a database that no one can change unless specific conditions are fulfilled.
3. **Cryptocurrency ATM** - a kiosk that allows a person to purchase cryptocurrencies by using cash or debit card. It also enables the sale of cryptocurrencies for cash.
4. **Digital wallet** - a software program that stores private and public keys and interacts with various blockchain to enable users to send and receive digital currency and monitor their balance.
5. **Ethereum/ETH; Bitcoin/BTC** - digital currencies.
6. **KELTA’s services** - KELTA provides mainly following services for its Users: hosting services for a variety of purposes, including scientific research, neural network testing, game services, computing power usage for blockchain networks. Renting of the computing power of KELTA’s data center for cryptocurrencies blockchain networks is being realized in the form of purchasing of the KELTA utility tokens (KLT token). 1 KLT token represents the computing power of 1 Watt.
7. **Tether/USDT** - a blockchain-based cryptocurrency whose cryptocurrencies in circulation are backed by an equivalent amount of traditional fiat currencies (e.g., USD).
8. **Utility token** - a digital token of cryptocurrency that is issued in order to fund development of the cryptocurrency and that can be later used to purchase a good or service offered by the issuer of the cryptocurrency.



III.

REGISTRATION

1. Initial registration of the User as well as User's agreement with these Conditions are necessary preconditions for placing an Order.
2. The registration is carried out via Website or APP. In the registration, Users also confirm understanding of the Conditions and their acceptance in the form of electronic documents.
3. The registration of the Users from the following countries is not supported in KELTA: Afghanistan, Angola, Anguilla, Antarctica, Bangladesh, Benin, Botswana, Bouvet Island, British Indian, Ocean Territory, Brunei Darussalam, Cambodia, Cameroon, Central African Republic, Cote d'Ivoire, Djibouti, Czech Republic, Ethiopia, Faroe Islands, Ghana, India, Indonesia, Iran (Islamic Republic of), Iraq, Kenya, Madagascar, Malaysia, Mongolia, Mozambique, Myanmar, Nepal, Nigeria, Pakistan, Philippines, Rwanda, Solomon Islands, Somalia, Slovakia, Sri Lanka, Sudan, Suriname, Swaziland, Tanzania (United Republic of), Thailand, Togo, Trinidad and Tobago, Uganda, Uruguay, Venezuela, Vietnam, Yemen, Zambia, Zimbabwe.

IV.

DEPOSITS, WITHDRAWALS AND TRANSACTIONS

1. All transactions, deposits and withdrawals related to KELTA's services are carried out primary in the USDT currency, unless KELTA determines otherwise.
2. It is also possible to make deposits in the Ethereum and Bitcoin currency. In this case, it is necessary for the User to convert these cryptocurrencies into USDT via the KELTA App. Transactions of purchase and sale of KLT tokens can be realized only in relation to USDT.
3. KELTA reserves the right to change the type of primary transaction cryptocurrency/stablecoin at any time without the User's consent. If the User does not agree with the above, then the User should not enter into a binding relationship with KELTA.
4. Deposit and withdrawal transfers can be made only by using a Digital wallet of the User or via a Cryptocurrency ATM.
5. Deposits, withdrawals, and transactions are processed as soon as possible depending on the speed and capability of the blockchain networks. If the transaction is in the processing state, it is designated as pending. The User can always check the processing status in the menu Transactions in his KELTA wallet.

6. If the blockchain network does not process the withdrawal transaction, which is outside of KELTA's control, the funds will be returned and credited back to User's KELTA account. It is therefore necessary that the User continuously monitors the status of the withdrawal and re-enters it if it is not processed.
7. The User can make a withdrawal of his payouts at any time – User's funds are not committed.
8. If the User decides to convert a part or the entire KLT tokens portfolio into USDT and make a withdrawal, he will be notified when requesting a withdrawal to contact KELTA to agree on quitting conditions and their confirmation.
9. Due to security reasons withdrawal transactions are being verified through a network that is not connected to the internet, namely via a unique SMS code sent to the User's telephone number.
10. The maximum withdrawal limit from the KELTA wallet via the KELTA cryptocurrency ATM is 1 000 USDT/day and is limited to 1 transaction per day. It means that if the User decides to split his withdrawal into several transactions, only the first one will be executed on a given day.
11. The minimum deposit to start using KELTA's services is 1 500 USDT.
12. The minimum withdrawal amount from the KELTA App is 50 USDT.

V. FEES AND COSTS

1. The fees for providing the KELTA's services consist of electricity and maintenance costs as follows.

	₺ kW/h	\$ kW/day	\$ kW/month
Electricity cost	3,25	0,78	23,79
Maintenance cost	9,45	2,27	69,09
TOTAL	12,70	3,05	92,88

2. The price for KELTA token purchasing is 5 USDT.
3. The default price for KELTA token selling is 4,25 USDT. KELTA reserves the right not to repurchase KLT tokens from Users, as these represent a technological value that is subject to amortization.
4. KELTA reserves the right to change the purchase and selling prices of KLT tokens at any time without the User's consent. This is applicable because the purchase and selling prices of KLT tokens depend

on price movements on the financial market and blockchain networks which cannot be influenced by KELTA.

5. Users can use the Bid & Ask module in the KELTA App to buy and sell KLT tokens. It is a tool that allows Users to create and place their own offers to buy and sell KLT tokens and trade them among other Users. The default purchase price is 5 USDT and the default selling price is 4.25 USDT. If the User wants to use lower rates, he must meet the conditions defined in the module, in particular successfully complete the respective courses of the KELTA academy. Conditions and rates can be found in the KELTA App in the Bid & Ask section.
6. The withdrawal transaction is charged with a variable fee, which depends on the current value of transaction fees in Ethereum and Bitcoin blockchain networks. The current value of the fee can be found in the KELTA App. The User can choose the amount of the transfer fee according to his preferences.

VI. ACTIVITY

1. The ACTIVITY module is a new KELTA App tool that provides Users with a transparent way to reduce the maintenance fee. This is achieved by the User's involvement, activity, and behavior while using KELTA's services.
2. It is possible to reach up to 50% discount dependent on the realization of the defined conditions.
3. For downloading and using the KELTA Talk application, the User will get 5% discount on the maintenance fee. In case the User will be blocked by the administrator in the KELTA Talk group the discount will be deactivated.
4. The User must successfully complete the KELTA educational program to get 15% discount on the maintenance fee. The discount will be valid for 3 months. Subsequently, the User must successfully pass the KELTA academy test again to maintain the discount. At the same time, he must have an active monthly subscription, which the User activates when purchasing the KELTA educational program on the website <https://academy.kelta.com/>.
5. To get and maintain a discount of another 5% on the maintenance fee, the User needs to participate in each of KELTA special bonus promotions with the minimum involvement in the amount of 5 % of his active raw investment.
6. The User must write a review, post, or comment related to KELTA, its applications or services at least once a month to get a discount of another 5% on the maintenance fee. For example, via social media (Facebook, Instagram, Twitter, or Reddit), Google, App Store, Google Play, commenting on articles on various portals, etc. Subsequently, the User needs to send proof of this post by e-mail to activity@kelta.com.

7. If the User as an ambassador recommends KELTA to other Users through the Affiliate module and the total involvement of these Users reaches 50% of the User's (ambassador's) raw involvement, the User (ambassador) will get 5% discount on the maintenance fee. Maximum limit is 200% of the User's (ambassador's) raw involvement, so finally the User (ambassador) can get max. 20% discount on the maintenance fee.
8. In case that one or more such Users leave KELTA, and the total involvement of all Users of the User (ambassador) falls below the stated amounts, the User (ambassador) loses this benefit until the conditions are met again.
9. The User can get a discount of another maximum 20% on the maintenance fee, which depends on how long he has been active in KELTA and has used various tools and services. The User will get 5% discount for every 3 months he is active, up to 20% (12 months), which is the maximum.
10. Being active means that the User has KLT tokens put into operation, uses active his computing power for the cryptocurrencies blockchain networks, and obtains weekly payouts. In case the User deactivates the computing power, and the payouts will no longer run, this activity will be reset and the discount on the maintenance fee will be calculated again from the date of the next payout.

VII.

TOKENS AND TOKEN ACCESSIBILITY LEVELS

1. KELTA token is a utility token and after its purchase the User becomes its holder. KELTA tokens can be transferred to another primary wallet that works on the base of the RPC protocol at any time (e.g., MyEtherwallet, Metamask, Trezor, etc.) KELTA tokens can also be transferred among KELTA users to KELTA wallet addresses.
2. To have your KELTA account in the online status, you need to hold a minimum of 300 KELTA tokens on your personal KELTA account. In case you do not hold the minimum amount on your account you are not able to use any KELTA's services.
3. Bonus tokens are tokens, that serve as a rented computing power. Bonus tokens are distributed only during planned promotions. To activate bonus tokens, Users need to raise their raw involvement.
4. Gift tokens are tokens that have been obtained in a different way than direct purchase via the KELTA account. After activation, the gift tokens become bonus tokens, that serve as a rented computing power. Gift tokens are distributed individually – after the first registration of the User or via the affiliate program. Gift tokens can also be acquired after completing the KELTA educational program.
5. Bonus and gift tokens are limited in time. This means that after their activation they will be available to the User for a period of 7 months.

6. PREMIUM (>2500 KLT of raw involvement) loyalty program enables to use computing power for the blockchain networks of 4 chosen cryptocurrencies separately or at the same time, and maintenance cost benefit of 15%.
7. PRO (500-2499 KLT of raw involvement) loyalty program enables to use computing power for the blockchain networks of 3 chosen cryptocurrencies separately or at the same time, and maintenance cost benefit of 10%.
8. BASIC (300-499 KLT of raw involvement) loyalty program enables to use computing power for the blockchain networks of 2 chosen cryptocurrencies, and maintenance costs without benefits.
9. ACADEMY (<100 KLT) loyalty program is the entry level program for the new Users without the real involvement. On this level, members are not allowed to start using computing power for the cryptocurrencies blockchain networks, make withdrawals, use the convert section or benefit from the Affiliate Program. All the mentioned services become available from the BASIC loyalty program and higher. Every member in this program is offered 99 promotional test KLT tokens as a valued member of the KELTA community to start learning the basics of the KELTA wallet App. These tokens serve only for the educational purpose and are always deleted after making the first purchase.

VIII. AFFILIATE PROGRAM

1. KELTA offers One Level marketing affiliate program for its Users, which is based on 2 types of revenue, active and passive. For each affiliate partner the User brings to KELTA, he will receive a one-time reward of 15% of the affiliate partner's first deposit converted to KELTA tokens. This amount is divided into three parts. The User will receive the first 5% immediately after the first exchange, another 5% after 3 months and the remaining 5% after half a year, provided that the affiliate partner actively uses KELTA services during this period. If the affiliate partner decides to leave KELTA during this period, the User will lose the right to the remaining part of the active income from the Affiliate program. In addition to the active reward, the User also receives a regular passive reward of 5% from each weekly payout of the affiliate partners. This revenue is only being paid if the affiliate partner is currently active in the KELTA.
2. The User has the right to the affiliate revenue only if the minimum involvement on his KELTA account is 300 KLT. In case the User uses KELTA's affiliate program, but the level of his involvement on his KELTA account is less than 300 KLT or 0 KLT, such User loses the right to the affiliate revenue. The right to the affiliate revenue will be renewed if the User's minimum involvement on his KELTA account will be at least 300 KLT.

3. In case User's affiliate partner has registered an account in KELTA but has been inactive on this account for 3 months from the registration, the User will lose the right to the whole affiliate revenue.

IX. BLUEPRINT

1. Blueprint is a tool for KELTA Users that allows them to connect to the settings of a successful and verified leader and copy his signals. This service is suitable for Users who don't have skills, time, or knowledge to devote themselves fully to KELTA. It provides the possibility to evaluate the User's involvement more effectively and to achieve higher ROI.
2. KELTA does not affect in any way or interfere in the mutual agreement, operation, procedure, or remuneration defined by the User (hereinafter as "**Follower**") and the copied User (hereinafter as "**Leader**"). KELTA is responsible only for the stability and functionality of the user environment and system, not for Users' results or their agreement. KELTA ensures the connectivity between the Users.
3. Blueprint tool can be used only by the Users, who are on the levels PRO or PREMIUM of KELTA loyalty program. The service is not available for the level BASIC. To use the Blueprint tool, the Follower and the Leader need to be on the same loyalty program level.
4. After the activation of the Blueprint module, the Leader will have the access to the following data about the Follower:
 - + name and surname
 - + phone number
 - + e-mail address
 - + city and country
 - + information about the Follower's affiliate ambassador
 - + information about the Follower's affiliate partners count
 - + information about the Follower's payout for the last 4 weeks
 - + date of registration in KELTA
 - + date of connection and date of expiration

5. The Blueprint service activation is conditioned by completing the KELTA educational program and by scanning any payment crypto card via the KELTA application.
6. The connection between the Leader and the Follower can be active for 1 week, 1 month or 3 months. During this period, it is not possible for the Follower to disconnect and the computing power deactivation function will not be available. Only the Leader can cancel the connection.
7. The Leader can set the commission for following his signals in the range of 5% - 30% depending on the length of the connection period.

X. LIMITATIONS

1. KELTA Bonus tokens act as a rented computing power. Meaning, these tokens cannot be transferred from KELTA account and all the bonus tokens are automatically reset by activating the withdrawal function. Bonus tokens are not User's assets. Please note, that withdrawals can only be made within the calculated reach of your raw involvement. On the first withdrawal, the User will be notified about it.
2. In order to activate Bonus tokens, Users need to raise their raw involvement. It is also possible to use current USDT balance in User's KELTA account to activate Bonus tokens.
3. KELTA reserves the right to terminate any promotional activity including the rewards and the current rewards system as well as the right to exclude the User from using KELTA's services at any given time in case the User promotes incorrect, truthless, false, proofless or abusive information regarding KELTA and its services.
4. It is not allowed to have 2 and more KELTA accounts registered with the same telephone number.
5. All transactions carried out via the Website or APP are being regularly monitored by the established security algorithm. In case, that an unusual or suspicious user behavior/transaction is detected, the processes need to be reviewed manually to assess, if the platform is not being misused for disallowed beneficitation. The process of such verification is carried out exclusively by the management of KELTA and at that time all functionalities and services of the Website or APP are temporarily blocked. KELTA informs the User about the result of the investigation within 7 calendar days following the day of the detection of the suspicious transaction. If, due to the complexity of such transactions, KELTA is unable to response within 7 calendar days, KELTA will inform the User about the result of the investigation within 30 days.
6. In case KELTA confirms an unusual or suspicious behavior/transaction of the User, it will ask the User to leave KELTA and the App functionalities will be blocked.

7. The Blueprint module and Affiliate service activation is conditioned by completing the KELTA educational program. The aim is to increase the literacy of Users when using KELTA services and to reduce the excessive burden on the support department. This way KELTA makes sure the User has all the important information around what KELTA is, how it works, how to work with the application, and how to use the available tools to achieve and maximize passive income.
8. 7 days before the announced update of the KELTA application, it may happen that the entered withdrawal transactions will not be carry out. In this case, the withdrawals must be re-entered after the update. It may also happen that due to the technical complexity of the KELTA application update, the conversion of KLT tokens to cryptocurrencies will be disabled for this period.
9. Conversion of USDT units to another cryptocurrency (Ethereum or Bitcoin) is only available to KELTA ambassador Users. KELTA ambassador User is a user who has successfully completed the ambassador educational course.
10. KELTA does not provide investment advice and any content on the Website and in the App should not be considered as an investment advice or recommendation.

XI. RESPONSIBILITY AND STATISTICS

1. KELTA is not responsible for User's yields. They depend only on User's involvement and behavior. KELTA is responsible only for the stability of the user environment and the system.
2. All the statistical data and calculations presented on the Website or in the APP regarding the yields or ROI are only informative and result from the long-term results of KELTA Users.

XII. RISK FACTORS

1. Interacting with KELTA involves certain risks. The User must consider carefully all applicable risks and determine whether they are acceptable to him. Without limitations, these risks include the following:
 - ⊕ Risk from hardware, software, or internet failures: Given the nature of KELTA's business model and the types of services offered, the company depends on the functioning of software applications, computer hardware, the internet, and other computer infrastructures. The KELTA team has made, and continues to make, every effort possible to limit the risk of viruses, DDOS attacks, physical break-ins, and other malicious activities. Such disruptions may result in the suspension of KELTA operations.

- + Limitations of the smart contract and the Ethereum network: Smart contracts are still a new technology and are at an early stage of development. The experimental nature of smart contracts carries certain risks. While the best possible effort is made to audit the smart contract, the audit is not to be seen as any kind of warranty or assurance that the smart contract is without flaws. What's more, the Ethereum network may be affected by malicious acts or sudden changes that may negatively affect the value of the KLT token.
- + The value of cryptocurrencies and fluctuation in computing power usage rewards: The primary service offered by the KELTA data center is using of the computer power for the cryptocurrencies blockchain networks. This kind of service and the rewards from it are directly dependent on the price of various cryptocurrencies and the state of the economy, crypto or otherwise. Cryptocurrencies are often subject to volatile fluctuations in value. Before purchasing KLT tokens, all interested parties need to inform themselves of these risks. Market fluctuations are likely to affect the value of the KLT token.
- + Disclosure of information: Information gathered from KLT token holders and renters may be submitted to law enforcement, government officials, or to other third-parties, when KELTA is required to do so by law, subpoena, or court order. KELTA is in no way to be held responsible for any activities that it carries out in order to comply with international or domestic law.
- + Force Majeure: KELTA shall not be liable for any failure of or delay in the performance of these Conditions for the period that such failure or delay is beyond their reasonable control, materially affects the performance of any of their obligations, and could not reasonably have been foreseen or provided against. For the purposes of this project, force majeure means extraordinary events or circumstances that could not be prevented by KELTA. Such circumstances shall include: acts of nature, mass civil disorder, armed conflict, industrial actions, lockdowns, and strikes, epidemic health crisis, and prolonged shortage or failure of energy sources or communications.
- + Partial or total loss of virtual assets and collapse in liquidity with respect to a virtual asset. The User should carefully consider whether holding digital assets is suitable for him in respect of his financial situation.
- + Changes in the Conditions.
- + Regulatory uncertainty with respect to virtual assets, and government action against virtual assets and persons involved in virtual assets activities.
- + Extreme fluctuations in transaction fees and uncertainty with respect to other transaction parameters.
- + Failure of virtual transactions to be confirmed in a timely manner or at all.

XIII. COMPLAINTS

1. A complaint is understood as a unilateral act of Users intended to claim the rights in regard to the responsibility for defects of the supplied services. Complaints must be made in written form or in form of a message sent via the contact form on the Website.
2. Complaints regarding defects of the supplied services must be made without any delay, however, no later than within fourteen (14) calendar days from the day of defect detection.
3. Complaints made in written form can be delivered to KELTA at the following address: Kopčianska 92/D, 851 01 Bratislava, Slovak Republic.
4. KELTA will respond to the complaints immediately, but no later than 30 working days from the date of receipt. If, due to the complexity of the complaint or the number of complaints received, KELTA is unable to comply with the User's complaints within 30 working days, KELTA will comply with the request within the next 60 working days. The User will be informed in advance of the intended extension.

XIV. PERSONAL DATA PROTECTION

1. All personal data obtained by KELTA are processed in accordance with the Act no. 18/2018 on personal data protection and amending and supplementing certain Acts and the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the applicable national legal standards concerning personal data processing. More information in KELTA's [Privacy Policy](#).

XV. JURISDICTION

1. KELTA is legally registered as a Spoločnosť s ručením obmedzeným (SRO) in the Republic of Slovakia. The KELTA data center legally operates in the Republic of Slovakia in accordance with all laws of the

European Union. The KELTA token is interpreted as a utility token, in compliance with international financial regulations.

2. It is the responsibility of the potential User to inform his or herself regarding the local laws in his or her home jurisdiction. KELTA does not have any responsibility for any tax or other obligations the User may have in his or her country as a result of using KELTA's services.

XVI. DISPUTES AND SUPERVISORY AUTHORITIES

1. For all disputes under these Conditions as well as for all successive legal relationships between contractual parties, exclusive jurisdiction is conferred to Slovak courts in the sense of the provisions of section 37e (2) Act no. 97/1963 Coll. concerning private international law and the rules of procedure relating thereto, as amended, while the local jurisdiction of Slovak courts is given in the sense of Act no. 160/2015 Coll. on Civil Procedure as amended. The parties have exercised the choice of authority via these Conditions in compliance with Article 25 (1) letter. a) Regulation (EU) No 1215/2012 of the European Parliament and of the Council on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Brussels I). The parties have exercised the choice of right in compliance with Article 3 (1) Regulation (EC) No. 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations (Rome I), while the decisive right is represented by substantive rules of the Slovak Republic.
2. Consumers have the right to recourse to KELTA with a request of remedy (via the contact form on the Website) if they are not satisfied with the way how KELTA handled their complaint or if they assume that KELTA violated their rights. If KELTA responds to this application in a negative way or later than within thirty (30) days from the day it was sent, Consumers have the right to make a proposal for starting alternative dispute resolution to alternative dispute resolution entity (hereinafter as "**ADR entity**"), in compliance with Act no. 391/2015 Coll. on alternative dispute resolution for consumer disputes and amendments to certain laws as amended (hereinafter as "**Act No. 391/2015**"), while these entities are understood as authorities and authorized legal persons according to provision 3 Act no. 391/2015 Coll. The propositions can be made by methods determined according to provision 12 Act no. 391/2015 Coll.
3. Consumers can submit a complaint also through alternative dispute resolution platform (ADR platform), which is available online at http://ec.europa.eu/consumers/odr/index_en.htm.
4. Alternative dispute resolution can be used only by the following type of Consumers: natural person who does not act within subject of his or her business activities, job or occupation when concluding and fulfilling Consumer contract. Alternative dispute resolution is related only to disputes between consumers and the seller which results from the consumer contract or related to the consumer contract. Alternative dispute resolution is related only to distance contracts. Alternative dispute



resolution is not related to disputes where the dispute value does not exceed the amount of 20 EUR. ADR entity can require consumers to pay a fee for starting the alternative dispute resolution in the maximum amount of 5 EUR with VAT.

5. Supervision of compliance with Act no. 102/2014 Coll. and Act no. 22/2004 Coll. on Electronic Commerce and on Amendment of Act no. 128/2002 Coll. on State Inspection of Inner Market in Consumer Protection Affairs and Amendment of Other Acts, as amended by Act no. 284/2002 Coll. is carried out by The Slovak Trade Inspection according to specific regulations and by The National Bank of Slovakia in regard to protection of financial consumers related to information society services.
6. The Slovak Trade Inspection comprises the following inspectorates: The Inspectorate of the Slovak Trade Inspection with the seat in Bratislava for the region of Bratislava, address: Bajkalská 21/A, P. O. BOX č. 5, 820 07 Bratislava; The Inspectorate of the Slovak Trade Inspection with the seat in Trnava for the region of Trnava, address: Pekárska 23, 917 01 Trnava 1; The Inspectorate of the Slovak Trade Inspection with the seat in Trenčín for the region of Trenčín, address: Hurbanova 59, 911 01 Trenčín; The Inspectorate of the Slovak Trade Inspection with the seat in Nitra for the region of Nitra, address: Staničná 9, P. O. BOX 49A, 950 50 Nitra; The Inspectorate of the Slovak Trade Inspection with the seat in Žilina for the region of Žilina, address: Predmestská 71, P. O. BOX B-89, 011 79 Žilina 1; The Inspectorate of the of the Slovak Trade Inspection with the seat in Banská Bystrica for the region of Banská Bystrica, address: Dolná 46, 974 00 Banská Bystrica 1; The Inspectorate of the Slovak Trade Inspection with the seat in Prešov for the region of Prešov , address: Obrancov mieru 6, 080 01 Prešov 1; The Inspectorate of the Slovak Trade Inspection with the seat in Košice for the region of Košice address: Vrátna č. 3, 043 79 Košice 1.

XVII.

CANCELLATION (ANNULMENT) OF ORDERS

1. KELTA has the right to cancel an Order, if it's not possible to confirm such Order, mostly due to false information stated in the Order, or if relevant service is no longer provided or is exhausted, or if the network transactions prices have changed significantly. If such a situation occurs, the User will be informed by KELTA immediately in order to agree on further steps. If the User has paid the full purchase price or a part of it and no agreement on further steps was made, this amount of payment shall be repaid within fourteen (14) days.
2. KETLA has the right to withdraw from the contract due to exhaustion of the number of activations for the service, unavailability of the service or software, or if KETLA has discontinued the service or for reasons of force majeure, or if it is unable to deliver (activate) the service within the specified time limit or at the price specified on the Website or App. KELTA is obliged to inform Users on this fact without any delay and repay already paid deposits for the services agreed on in the contract within fourteen (14) days from the announcement about withdrawal from the contract via the transfer selected by the User.

3. Provisions governing withdrawal from contracts intended exclusively for a User as a natural person:
- + The User can cancel his Order, i.e., if the paid service has not been activated within the set time limit. The User has the right to withdraw from the contract without stating any reason within fourteen (14) days from the day when the relevant service was to be activated. By withdrawing from a contract by a User, it is cancelled since the beginning (*ex tunc*). The User cannot withdraw from the contract (Order) if the relevant toll service has been activated, e.g., after paying the purchase price for the service. The impossibility of withdrawal according to the previous sentence also applies, if the service was activated, but the User did not use it and could use it through the Website or App.
 - + The User is not allowed to withdraw from the contract (Order) if the price of selling service or providing service depends on price movements on the financial market or in blockchain networks which cannot be influenced by KELTA.
 - + The User is not allowed to withdraw from the contract (Order) if the service is custom made according to personal requirements of the User or if the service is designed individually for a single User - or if it is not possible to return respective services because of their properties.
 - + KELTA is obliged to return all payments received from the User in regard to the contract (Order) or in connection with it, including other costs and charges, without any unnecessary delay and not later than fourteen (14) days from the day when the notice of withdrawal from the contract was delivered.
 - + KELTA is obliged to return payments to the User using the same payment method as the User used, however, the conversion rate for payment of withdrawal will be determined according to the currency pair USD (EUR) / cryptocurrency (stablecoin) used on the date of payment from the Order. This does not prevent Users from the right to agree with KELTA on a different payment method if no other fees charged to the User are connected with such agreement. This does not apply to the fees charged by the transaction network of the cryptocurrency.
 - + KELTA is not obliged to cover additional costs for the Users, if they choose explicitly such payment method which is different from the less expensive one, offered by KELTA.
 - + If the User has requested to start the service within the withdrawal period, he is obliged to pay KELTA the price for the services actually provided by the date on which he informed KELTA of his decision to withdraw from this contract. The User is only responsible for reducing the value of the service.
 - + In accordance with the section 4 (6) letter a) or section 4 (8) letter a) of the Act no. 102/2014 Coll. by granting consent to the commencement of the provision of the service or electronic

content before the expiry of the period for withdrawal from the contract (Order), the User loses the right to withdraw from the contract (Order) after the full provision of the service.

4. In the event of withdrawal from the contract (Order), the User may use the withdrawal form according to annex no. 3 to section 3 (1) letter h) of the Act no. 102/2014 Coll., which is stated on the Website in the FAQ menu under Withdrawal or Other topics sections.
5. Provisions governing contract withdrawal intended exclusively for User as a legal person:
 - + User can withdraw from a contract if KELTA breaches obligations laid down by these Conditions repeatedly.

XVIII. FINAL PROVISIONS

1. KELTA reserves the right to fulfil its commitment to Users also through contractual partners.
2. KELTA reserves the right to change these Conditions by a unilateral legal act, however, this must be done in such way that fundamental rights and freedoms of Users are not breached in accordance with the legal standards of the Slovak Republic. Obligations to announce changes of these Conditions in a written form are fulfilled by their placement on the Website and in the App.
3. If the User does not agree with the change of the Conditions, using of the computing power in his KELTA wallet App will be blocked and the KLT tokens will be returned to his KELTA wallet. Existing bonus tokens will not be lost until the User activates the convert function. If the User subsequently decides to make a withdrawal, the procedure defined in Article IV., Section 8. will follow.
4. KELTA reserves the right to comprehensively update the Conditions at any time if changes are necessary and reasonable in regard of unforeseen events and non-standard developments in the crypto markets and in blockchain networks. In such a case, the changes will always be implemented in a way that is to the benefit of all parties involved.
5. Users declare they became familiar with these Conditions in a proper way and that they fully agree with these Conditions, which represents their expression of will which is free, serious, certain and comprehensible.
6. If any of the provisions of these Conditions becomes invalid, ineffective and/or unenforceable, validity, effectiveness and /or enforceability of other provisions of these Conditions shall not be prejudiced. KELTA shall replace invalid, ineffective and/or unenforceable provision of the Conditions by a new one, the text of which shall correspond with the purpose incorporated in the original provision and in these Conditions as a whole.

7. These Conditions shall enter into force and validity on the date of publication on the Website and in the App.
8. If the User is interested in contacting KELTA, he can do so via the contact form on the Website or he can book an online video consultation via the App.
9. However, before contacting KELTA, it is necessary for the User to review the FAQ section on the Website and only if he does not find the answer to his question, he can contact KELTA.
10. Support services are subject to a monthly fee, which the User activates when purchasing the KELTA educational program on the website <https://academy.kelta.com/>.
11. Further information regarding KELTA, its history, origin and operation can be found on the Website and in the document Whitepaper which is available on the Website. KELTA strongly recommends that Users acquaint themselves with this information properly and thoroughly. KELTA is not responsible for the ignorance of Users.

