

**General Business Terms and Conditions of KELTA Capital Ltd. company for
KELTA ICO at www.kelta.com and APP for platform of iOS or Android**

PREAMBLE

These General Business Terms and Conditions (hereinafter the **“Conditions”**) were issued by the company KELTA Capital Ltd., residing at Kopčianska 92/D, 851 01 Bratislava - Petržalka, The Slovak Republic, with the company registration number: 51 443 716 registered in the Commercial Register maintained by Bratislava I District Court, Section s.r.o. (Ltd.), Insert no.: 126399/B, e-mail: support@kelta.com, phone: +421903561060 (hereinafter **“KELTA”**) exclusively for the www.kelta.com website or another web location at www.kelta.com domain (hereinafter the **“Website”**) and application on platform of iOS or Android (hereinafter the **“APP”**).

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 following rules:

I.

BASIC DEFINITIONS AND TERMINOLOGY

1. **User** is a natural or a legal person (hereinafter the **“User”**), who, in accordance with these Conditions places orders of services in an electronic form (hereinafter the **“order”**) to KELTA.
2. Order of service placed by a natural person is an expression of a unilateral legal act, by which the User – natural person, who is not an entrepreneur (hereinafter **“Consumer”**) expresses his or her interest in the supply of the services provided by KELTA on the Website or APP for the price stated in the appropriate section of the Website or APP. 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 User’s side. After reception and confirmation (acceptation) of the order via e-mail by KELTA, Consumers 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.”**).
3. Order of service placed by a legal person is an expression of a unilateral legal act by which the User – a legal person or a natural person who is an entrepreneur (hereinafter **“the Customer”**) expresses his or her interest in the supply of the services provided by

KELTA in the e-shop for the price stated in the order to a specified place of delivery (delivery address) in a precisely specified amount. 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 User’s side. After reception and confirmation (acceptation) of the order via e-mail by KELTA, Customers 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.

4. Services shall be understood as the ICO services offered by KELTA under the condition of White Paper.

5. Orders of service contain the following information:

a. name, surname, home address, e-mail address, phone number on which the Consumer is reachable;

b. business name, registered seat, company registration number, tax number / VAT ID, e-mail address, phone number on which the Customer is reachable, main characteristic of the service to an extent adequate to the used means of communication and service,

c. overall price of service including value added tax (VAT) and all other taxes or, if not possible to estimate the price properly in advance in relation to the nature of the service, the way how to calculate such price as well as costs of transport, supply, shipping or other costs and fees or, if not possible to determine in advance, note that such costs or fees can be incorporated into the overall price,

d. bank or crypto account details and KELTA’s account number;

e. method of paying the purchase price for the ordered service;

f. information on contract duration, if such contract is signed for a definite period; if the contract is signed for an indefinite period or when its duration is prolonged automatically, also terms of the contract termination must be included;

g. information on the minimum duration of the Consumer’s obligations under the contract, where applicable;

if not otherwise agreed.

II. REGISTRATION

1. Initial registration of the Customer as well as Customer’s agreement with these Conditions are necessary preconditions for placing an order and its supply in the required amount delivered to the required location.

2. The registration is carried out by KELTA without delay after Customers meet the above mentioned conditions. In the registration, Customers also confirm understanding of the Conditions and their acceptance in the form of electronic documents.

3. The above mentioned obligation to register and the agreement and acceptance of the Conditions shall not be applied to Consumers and shall depend entirely on Consumer's will to accept modifications of the Conditions.

III. ORDERS AND THEIR REFUSAL

1. Orders are delivered via the Website, APP or by another method intended for the services.
2. By having orders of KELTA delivered, Users declare they understand and accept current prices of the service offered in KELTA's Website or APP.
3. KELTA is entitled to refuse an order without stating any reason, excluding any sanctions from the part of Users.
4. KELTA is also entitled to refuse orders, if all liabilities of a User to KELTA have not been fully discharged due to the day of placing the order, or if the User exceeds his daily credit limit determined by KELTA by fulfilling his order.
5. KELTA informs Users on the refusal of an order within seven (7) days from the date of order delivery.
6. KELTA undertakes to supply Users with a type and amount of ordered services for purchase price for payment terms which are valid on the day of order acceptance.
7. Users undertake to receive services under condition of the White Paper.

IV. SUPPLY OF SERVICE

1. Supply of service shall be understood as an on-line activation of the ordered services to a User under the options of the White Paper.
2. Activation period in regards to the bank or crypto transfer payment shall start from the day when the amount of money is credited to KELTA's bank or crypto account. Activation period of service shall be 3 days, or, in exceptional circumstances, e.g. Christmas period, factory holiday and atypical products, 10 days.

V. CANCELLATION (ANNULMENT) OF ORDERS

1. KELTA has the right to cancel an order, if not possible to confirm such order, mostly due to false information stated in the order, or if relevant services stopped being supplied, or if price given by distributors changed significantly. If such situation occurs, Users will be informed by the KELTA immediately in order to agree on further steps. If a User has paid the full purchase price or a part of it and no agreement on further steps was made, this amount of money shall be repaid within fourteen (14) days.

2. KELTA has the right to withdraw from the contract due to the fact that stocks are exhausted, the services are not available, or the supplier stopped producing the services agreed in the contract to be carried out such serious changes, which disabled KELTA to fulfill its duties deriving from the contract or for reasons of force majeure, or if, after taking all efforts which can be required fairly from it, KELTA is not able to supply the services to Users within the deadline determined by these Conditions or in the price stated in 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 by the bank or crypto transfer selected by the User.

VI. COMPLAINTS

1. A complaint is understood as a unilateral act of Users intended to claiming the rights in regards to the responsibility for defects of the supplied services. Complaints must be made in written form or by email post at support@kelta.com.
2. Complaints defects of the supplied services must be made without any delay, however, no later than within fourteen (14) calendar days from the day of services supply.
3. Complaints made in written form can be delivered to KELTA at the following address: Kopčianska 92/D, 851 01 Bratislava - Petržalka.

VII. PERSONAL DATA PROTECTION

1. Amends KELTA's data plan in compliance with Act no 18/2018 Coll. and regulation.

VIII. CONSENT TO THE CONDITIONS

1. By concluding order and having services by Website or APP, Users give KELTA their consent to agree with these Conditions (General Business Terms and Conditions), if not stated otherwise in the e-shop.
2. KELTA reserves the right to change these Conditions by a unilateral legal act, however, this must be done in such a way that fundamental rights and freedoms of Users are not breached in accordance with legal standards of the Slovak Republic. Obligations to announce changes of these conditions in a written form are fulfilled by their placement on the following website: <https://kelta.com>.
3. Users declare they became familiar with these Conditions in a proper way before filling in their order and that they fully agree with these Conditions, which represents their expression of will which is free, serious, certain and comprehensible.

IX.

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 e-mail to support@kelta.com), 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 authorised 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 regards 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: Prievozská 32, P. O. BOX 5, 820 07 Bratislava 27; **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.

X. COOKIES

1. Cookies are related to European and Slovak laws on privacy and data protection. More specifically, this issue is addressed by **Act no. 351/2011 on Electronic Communications**. In section 55, (5), this act refers to the following: *„Anyone who saves or gets access to the information saved in user’s terminal equipment is authorised to do so only if the mentioned user gave consent on the basis of clear and complete information on the purpose of its processing; Using respective setting of web browsers or other computer programs is deemed to be consent for this purpose.“*
2. The E-shop uses cookies. By browsing the web you agree with their usage.
3. According to the European Commission recommendation:

Cookies

In order to ensure proper functioning of this website, we sometimes save little data files, the so called cookies, to your computer. This is commonly done by majority of large websites.

What are cookies?

Cookies are small text files which are stored on a user's computer or mobile device by the website while browsing. Thanks to these files, websites store information on your steps and preferences (as username, language, font size and other view settings) for a certain period of time so that users do not have to select this information again when visiting or browsing the website for the next time.

How do we use cookies?

These websites use cookies in order to remember user settings, for better advertising adjustment for the needs of visitors and for necessary functionality of the websites.

How to control cookies

Cookies can be controlled or deleted at the user's choice – for more details go to aboutcookies.org. You can delete all cookies saved in your computer and most of browsers can be set in such a way you will make them impossible to save cookies. However, in such case, you will probably have to adjust manually some of the settings every time you visit the website and some services and functions will not work.

How to disable cookies

You can set usage of cookies in your browser settings. Most browsers enable cookies by default.

Sanctions for non-compliance with obligations should be imposed, according to the law, by Telecommunications Regulatory Authority of the Slovak Republic. However, breach of section 55 (5) is not incorporated amongst sanctions and their levels.

XI. FINAL PROVISIONS

1. KELTA reserves the right to fulfill its commitment to Users also through contractual partners.
2. 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. Buyers and 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.
3. These Conditions shall enter into force and validity on the date of publication at Website and APP.

Version of the Conditions of 1st Jun 2018.

To specify the wording of the provisions in these general business conditions: the "User" is a natural person who is not an entrepreneur, a legal person, or a natural person who is an entrepreneur in the sense of Act no. 455/1991 Coll. on Trade Licensing (Trade Licensing Act) as amended and Act no. 513/1991 Coll. Commercial Code as amended. The "Consumer" is only such natural person who is not an entrepreneur and the "Customer" is only a legal or a natural person who is an entrepreneur. (e.g. sole traders, the self-employed and others.)