

The CO2IN, a.s.

General Terms and Conditions – Legal Entities and business natural person

1 General provisions

- 1.1 The Token is a virtual mean enabling natural and legal persons to indirectly influence trading with emission allowances and to participate in the subsequent reduction of CO₂ emissions in a transparent and verifiable manner, in particular by allowing Transfer of the Token. The aim is to involve a wider range of natural and legal persons in the active protection of the environment.
- 1.2 The GTC govern the contractual relationship between the Company and the Client established on the basis of the Framework Agreement and conditions for the provision of CO2IN Services. The Company is an entrepreneur in the sense of the Civil Code. These GTC regulate the conditions in the event that the Client is not a consumer according to the Civil Code, i.e. these GTC apply to all legal entities, and also to natural persons concluding a Framework Agreement within their business activities or independent performance of their profession. Consumer rights stipulated by legal regulations do not apply to the Client.
- 1.3 Provisions in the Framework Agreement shall prevail over the provisions of the GTC. Matters not regulated by the Framework Agreement and the GTC are governed accordingly by those provisions of the Framework Agreement or the GTC, which are relating in content and purpose to the given case. In the absence of such a provision, the case shall be dealt with in accordance with the relevant legislation and the general principles of private law.
- 1.4 The Company and the Client enter into a contractual relationship by concluding the Framework Agreement. The Framework Agreement is concluded exclusively through the Application as a means of remote communication. The Framework Agreement shall become valid when the Client electronically signs the Framework Agreement in the wording offered to the Client for conclusion via the Application using the Authentication Elements. The Framework Agreement shall take effect upon making the Account available in the Application to the Client. With the effectiveness of the Framework Agreement, other CO2IN Services will be also made available to the Client, however, until completion of the Verification the Client will only be entitled to deposit funds to the Account up to the Basic Limit, the CO2IN Services shall be limited up to the Basic Limit, and withdraw of funds from the Account shall be excluded.
- 1.5 In the event that the Client's Verification is completed, the Client will be informed of this fact via the Application and the CO2IN Services will be made available to the Client above the Basic Limit. The Company is entitled to limit the CO2IN Services by the Limit of funds deposited into the Account, while the Limit will be stated in the Tariff or the Client will be informed about the Limit by the Company.
- 1.6 The Client expressly agrees with the Verification, as well as the form of his authentication and the form of authorization specified in the GTC and the Documents. In the event that the Verification is not completed, despite it has been initiated by the Client or the Company, or the Client does not provide the required cooperation for the purpose of performing the Verification, the Company is entitled to withdraw from the Framework Agreement.
- 1.7 The Client must be registered in the Application for the entire duration of the contractual relationship. The Client is entitled to be registered in the Application only once and have only one Account. The Client is not entitled to use the Account registered as a consumer for business purposes and vice versa. An Internet connection is required to use the Application by the Client.
- 1.8 The Company has the right to replace the signature of authorized persons acting on behalf of the Company by printed or mechanical means (e.g. scan, stamp), including the signing of the Framework Agreement and all its amendments.

- 1.9 All acts performed within the remote communication will be deemed to have been made in written form.
- 1.10 The Client enters the Application and authorizes his instructions and operations, in particular the withdrawal of funds from the Account and Transfer of the Token, within the Application via the Authentication Element.
- 1.11 The Client is not entitled to modify or amend the Framework Agreement draft in any way. If the Client delivers a signed draft of the Framework Agreement containing amendments, limitations, restrictions or other changes to the Company, it is considered as a rejection of the draft and the Framework Agreement will not be concluded.
- 1.12 The Company is not liable to the Client or other persons for damages resulting from the fact that a document provided by the Client, which the Company considered true in good faith and in compliance with corresponding level of diligence, which is standard in the Company's scope of business, were not genuine or issued by the Client or a person authorized to act on behalf of the Client.
- 1.13 The Framework Agreement is concluded for an indefinite period of time.
- 1.14 The Company is entitled to restrict the availability of the Application and the possibility of registration and conclusion of the Framework Agreement for selected countries at the sole discretion of the Company.

2 The Token

- 2.1 The aim and purpose of the Token is primarily to reduce the carbon footprint and the amount of greenhouse gas emissions and to contribute to the education of Clients in this area. The purpose of the Token is also to implement the Transfer of the Token. The Token does not serve the purposes of an investment.
- 2.2 The Token is proportionally linked to the Allowance, when one Allowance corresponds to one hundred (100) Tokens. If the number of Tokens is less than one hundred, the Client has an indirectly corresponding share on the Allowance, when one Token corresponds to 1/100 of the ideal share on the Allowance.
- 2.3 The Client acknowledges that the current legal regulation of the Token and its dispositions is only partial and incomplete, and this situation, as well as the interpretation of the currently valid legal norms, may change in the future. The Client undertakes to fully respect these changes, as well as all associated modifications to the GTC.
- 2.4 The Client is fully aware of all risks associated with the Transfer of the Token, the nature and manner of storing the Token.
- 2.5 The Token can be purchased from the Company after depositing funds into the Account. Funds in the Account are maintained in EUR. All payments are made cashless. The funds on the Account will not bear interest.
- 2.6 The Client is entitled to deposit funds in EUR or CZK into the Account. In the event that funds are deposited to the Account in CZK, the relevant amount will be converted into EUR according to the exchange rate of the Czech National Bank valid at the Exchange Time and increased by the amount specified in the Tariff. The deposit of converted funds to the Account will be displayed in the Application immediately following the Exchange Time. In case the Client credits to the Account funds in a currency other than EUR or CZK, the Client acknowledges that the funds will be converted into EUR or CZK subjected to the relevant exchange rate and any fees according to the Tariff or the relevant bank that might occur; other provisions of this section shall not be affected.
- 2.7 The Client is entitled to withdraw funds on the Account, provided that in such a case the funds will be credited to the Client's bank account. Withdrawal of funds is only possible after the Verification. In the event of withdrawal of funds deposited on the Account in CZK, the relevant amount will be converted from EUR subjected to the exchange rate of the Czech National Bank valid at the time of the exchange by an employee of the Company reduced by the amount specified in the Tariff.

3 Transfer of the Token

- 3.1 The Client is entitled to deposit funds to the Account, transfer funds from the Account to Client's verified bank account and carry out the Transfer of the Token after the Framework Agreement is concluded and effective. The Client is entitled to carry out the Transfer of the Token only through the Application and only to the Company or another Client (a third party who has established its own Account in the Application). The Company is entitled to demand a fee for the Transfer of the Token according to the Tariff. The Transfer of the Token via the Application is operated by the Company.
- 3.2 On the basis of the Framework Agreement, the Client is entitled, but not obliged, to purchase a Token.
- 3.3 Following sale of the Token the Company will hold on its behalf and on its own cumulative account the corresponding amount of the Allowances in accordance with Allowance Trading Act.
- 3.4 The Allowance is the property of the Company for the entire period of the contractual relationship between the Company and the Client established by the Framework Agreement. The Allowance is kept on the account and in the name of the Company. Transfers of Allowances are made exclusively on the account and on behalf of the Company. The Client is not entitled to obtain the Allowance into its sole ownership in exchange for the Token.
- 3.5 By publishing the price of the Token, the Company makes to the Client an offer for purchase of the Token back to the Company. In the event that the Client accepts an offer to purchase the Token by the Company according to the published price of the Token, the Company shall purchase the Token from the Client, save for the cases specified in the Documents, especially in Article 3.8 of the GTC.
- 3.6 The Transfer of the Token, in which the Company does not participate, is carried out exclusively between Clients, i.e. between third parties disposing of the Account, and only through the Application. The Client is not authorized to carry out the Transfer of the Tokens to persons other than other Clients, and the Client is not authorized to use means other than the Application to carry out the Transfer of the Token. Breach of any obligation stated in this paragraph shall be deemed a Case of Breach.
- 3.7 The Client is entitled to require the Company to Liquidate the Allowance in exchange for the Token. If the number of Tokens intended for the Liquidation of the Allowance is divisible by one hundred (100), the Company will Liquidate the Allowance in the appropriate quantity within 2 working days. If the number of Tokens intended for the Liquidation of the Allowance is not divisible by one hundred (100), the Company will liquidate the number of the Allowances corresponding to the number of Tokens not divisible by one hundred (100) only when the cumulative amount of the Tokens of all clients intended for Liquidation of Allowances reaches one hundred (100). Together with the Liquidation of the Allowance, the Company will also Liquidate the Token that were used for the Liquidation of the Allowance.
- 3.8 The current number of Tokens and the balance of the EUR wallet will be stated in the Account.
- 3.9 The Company is entitled to refuse to deposit funds into the Account and / or carry out the Transfer of the Token in the following cases: (i) for reasons according to the legal regulations, (ii) if the Client's representations made in connection with the Framework Agreement are not complete, accurate or true in all respects, (iii) if the Company has reasonable doubt whether the Transfer of the Token was made by the Client or a person authorized to act on behalf of the Client, (iv) if the execution could violate legal regulations, (v) if the Client is in delay with the fulfilment of any monetary debt towards the Company, (vi) the Client was declared bankrupt, (vii) decision to liquidate the Client without a legal successor was made, (viii) for operational and technical reasons, (ix) due to possible conflict of interest between the Company and the Client, (x) if the Client exceeds the maximum amount that may be deposited to the Account under the Framework Agreement, (xi) due to shortage of the Allowances available, (xii) the Token cannot be purchased for the price demanded by the Client, and (xiii) the price of the Token is not published. The Company is

entitled to refuse to execute the Transfer of the Token pursuant to this provision retroactively, by the end of next business day at the latest.

- 3.10 The Company is entitled to introduce volume restrictions without prior notice, in particular to limit the number of Transfers of the Tokens made per Client or the number of Tokens offered. The Company will notify of this restriction through the Application in the manner that the Transfer of the Tokens will not be executed.
- 3.11 Transfer of the Tokens shall be executed at the time and in accordance with the operating conditions of the Application and the Company, respectively the persons performing, arranging or supervising Transfers of the Tokens and, as the case may be, other parties involved. In cases where the Transfer of the Token cannot be performed in accordance with the Documents, i.e. mainly due to third party delays and malfunction and / or application failure, the Company does not guarantee that the relevant Transfer of the Token will be carried out and will not be liable for any damage caused by (i) any delay between the Client's request and the execution of the Transfer of the Token or (ii) the non-execution of the Transfer of the Token.

4 Client's representations

- 4.1 The Client declares and confirms that the following representations are true and complete:
 - 4.1.1 The Client, who is a natural person, has full legal capacity and his legal capacity is not limited in any way, and he explicitly declares that he is a person over 18 years of age;
 - 4.1.2 The Client enters into the Framework Agreement within the scope of his business activities or the independent performance of his profession;
 - 4.1.3 The Client has no other Account registered before concluding the Framework Agreement, and has only Account registered after concluding the Framework Agreement;
 - 4.1.4 The Client, who is a legal entity, is a person duly established with legal personality, and is entitled to all negotiations according to the Documents, especially the Framework Agreement and the GTC;
 - 4.1.5 By concluding the Framework Agreement and fulfilling the obligations arising from it, the Client does not violate any of his contractual or legal obligations or violate the rights of third parties;
 - 4.1.6 The Client obtained the consent of the spouse if the Client used funds from the joint matrimonial property;
 - 4.1.7 The Client has submitted all documents and declarations that he is obliged to submit to the Company, completed truthfully and in their entirety, and all information provided by the Client to the Company is true, complete and accurate;
 - 4.1.8 The Client is not sanctioned in accordance with the relevant legal regulations concerning measures against money laundering and terrorist financing;
 - 4.1.9 The Client informed the Company in case the Client is politically exposed person;
 - 4.1.10 The Client was acquainted with the basic information about the Company;
 - 4.1.11 Prior to concluding the Framework Agreement, the Client became acquainted with the rights and obligations set out in the Framework Agreement and GTC, and also became acquainted with the CO2IN Services;
 - 4.1.12 In connection with the conclusion of the Framework Agreement, in particular for the purposes of assessing the terms of the Framework Agreement and related documents, the Client has obtained or had the opportunity to obtain advice and explanations from an independent legal representative or other professional adviser he deemed necessary and, in this aspect, does not rely on information provided by the Company, its legal representatives or its advisers;

- 4.1.13 Prior to concluding the Framework Agreement, the Client has considered his ability to assess all risks associated with the Token and the Transfer of the Token, as well as his property and financial circumstances, and accepts these risks voluntarily and in full.
- 4.2 The Company does not bear any responsibility for the provision of CO2IN Services for the period of validity and effectiveness of the Framework Agreement and the Client thus waives to the Company, to the widest extent permitted by law, all claims for damages.
- 4.3 If any statement in Article 4.1 of the GTC becomes false, incomplete or incorrect, it shall be deemed a Case of Breach.
- 4.4 Each of the representations referred to in Article 4.1 of the GTC shall be deemed repeated on each day of the duration of the Framework Agreement.

5 Obligations of the Client

- 5.1 The Client is obliged to notify the Company without undue delay of any change in his personal data provided to the Company, as well as of any facts and changes that can reasonably be expected to affect the CO2IN Services.
- 5.2 The Client undertakes not to:
- 5.2.1 Use the Application in a manner capable of causing damages to the Company, other Clients and/or third parties; and/or
- 5.2.2 Interfere, threaten and/or disrupt the operation of the Application, in particular with the computer viruses; and/or
- 5.2.3 Use programs, equipment or other mechanisms and procedures that could adversely affect the operation of the Application; and/or
- 5.2.4 Obtain unauthorized personal data of other Clients or information that is the subject of the Company's trade secret; and/or
- 5.2.5 Use unsecured e-mail or communicate the access password to his Account to any third party, and/or use the Application from unsecured access.
- 5.3 The Client will use the Application for the purpose for which it is intended according to the Framework Agreement, GTC and EULA. The Client shall maintain the compliance with the Documents.
- 5.4 Violation of any obligation specified in Article 5.2 of the GTC is the Case of Breach. The Client is obliged to carry out the Remedy without undue delay.
- 5.5 The Client is obliged to inform the Company without undue delay after learning that the Application is defective, or that the Application is inoperable, or the Application has been infected by a computer virus.
- 5.6 If a state authority takes actions or steps affecting the Transfer of the Token, then the Company is entitled to take actions and steps at its own discretion in accordance with such actions and procedures of the state authority to prevent damage that may arise as a result of the state authority's actions. Such conduct of the Company towards the Client is binding for the Client. If the state authority will verify the Transfer of the Token, the Client is obliged to provide the required cooperation and information in connection with the verification of the Transfer of the Token.
- 5.7 The Client is obliged to send the documents and deeds required by the Documents without undue delay after the obligation to submit them arises.

6 Liability of the Parties

- 6.1 The Company does not guarantee the Client the total number of Tokens issued to other Clients (i.e. the number of Tokens in circulation), nor the total number of Clients.
- 6.2 The Company is not obliged to compensate the Client for any damage caused mainly for the following reasons:
 - 6.2.1 The CO2IN Applications, Account and / or Services will not be available 24 hours a day, seven days a week;
 - 6.2.2 Malfunctions or unavailability of the Application and/or the Account and/or the CO2IN Service for any reason;
 - 6.2.3 Insufficient internet connection on the side of the Client;
 - 6.2.4 Downloading data stored in the Application, and / or computer viruses, and / or cyber-attacks;
 - 6.2.5 Information provided in the Application or provided in connection with or under the CO2IN Service;
 - 6.2.6 Misuse and / or other disruption of the Application and / or the Account and / or any of the CO2IN Services by another Client and / or a third party.
 - 6.2.7 Delays in the execution of the Client's order or instruction to the Company due to the delay of a third party, in particular a bank, state authorities or a business partner of the Company participating in the operation of the Application and / or CO2IN Services;
 - 6.2.8 Force majeure, i.e. causes beyond the Company's control or influence, in particular, but not limited to, war, civil unrest, natural disasters, regulation by the state or supranational or international organizations, pandemics and / or measures taken due to pandemic etc.
- 6.3 The restrictions set out above apply regardless of whether the circumstances are foreseeable or not.
- 6.4 The Client uses the Application at its own risk. The Client acknowledges that the availability of the Application may be limited.
- 6.5 The Company does not provide the Client with any legal, tax or accounting advice, or other advice regarding the business or business strategy or other issues. Any information provided to the Client by the Company will not be considered advice in the sense of the provisions of Section 2950 of the Czech Civil Code and the Company does not guarantee the completeness and accuracy of the information provided to any Client.
- 6.6 The Client is obliged to compensate the Company for damages caused by a breach of the Client's obligations arising from legal regulations or the contractual relationship with the Company based on the Framework Agreement and the GTC.
- 6.7 The Company is not responsible for deductions for the purposes of securing the Client's tax payments, nor for the proper fulfilment of the Client's tax obligations. It is thus the Client's sole obligation to ensure the proper fulfilment of his tax obligations.
- 6.8 The Company will make every effort to comply with all orders and instructions of the Client, in particular the instruction to execute the Token Transfer, without undue delay or within the deadlines specified in the Documents, however, the Company is not responsible for the instruction being made after the period required by the Client expired, unless such period is stipulated by a mandatory provision of the relevant legal regulation. In the event that the Company will not be able to execute the Client's instruction or instruction without undue delay, the Company will inform the Client thereof via the Application.

7 Communication and delivery

- 7.1 The Company and the Client will preferably use the Application or e-mail message for mutual communication, unless this is expressly excluded by the Parties.

- 7.2 The Client is obliged to get acquainted with the content of each message delivered to him by the Company without undue delay.
- 7.3 The Company and the Client will communicate with each other in the Czech or English language, unless they agreed otherwise.
- 7.4 Notices (or any communication according to the Framework Agreement and / or related to it, including its changes) are delivered at the moment when they reach the addressee's disposition, i.e. at the moment when the Party has been able to become acquainted with its content. In case of a notification the Company sent via the Application, it is considered delivered at the moment of inserting the notification into the Client's mailbox within the Application.

8 Intellectual property

- 8.1 The Application, as well as the content of the Application includes in particular but not limited to templates, photos, logos, images, videos and the programming components of the Application, is protected by the Company's intellectual property rights and may also be protected by the rights of third parties. The Client shall refrain from any interference with the intellectual property rights of the Company and third parties to the Application and its content.
- 8.2 No provisions of the Framework Agreement or the Documents may be interpreted as consent to the acquisition or assignment of an intellectual property right to the Application or its content.

9 Privacy Policy

- 9.1 While providing its services, the Company processes the personal data of its Clients and those interested in the CO2IN Services. It is executed in accordance with the rules and regulations for the protection of personal data, in particular the GDPR Regulation and relation regulations. More information on the processing of personal data is provided in the Privacy Policy published at the website www.co2in.com.
- 9.2 The Company is entitled to keep records of all activities of the Client in the Application in accordance with the Documents, including making audio recordings during a telephone connection with the Client. The Company will be entitled to use these records in accordance with the Documents. These records will not be accessible to the Client, unless the Documents expressly state otherwise.

10 Assignment and set off

- 10.1 The Client is not entitled to assign any receivable from the Framework Agreement to a third party without the prior written consent of the Company.
- 10.2 The Client agrees that the Company is entitled at any time to unilaterally set off its both due and undue receivables towards the Client against any receivables of the Client towards the Company, both due and undue. The Company will notify the Client about the set off in a suitable manner. The Client is not entitled to unilaterally set off his receivables from the Company against any of his debts to the Company.

11 Cases of Breach and consequences of Cases of Breach

- 11.1 Shall the Case of Breach occur, the Company is entitled to:
- 11.1.1 Suspend or limit the provision of the CO2IN Service until the Case of breach has been remedied and/or the consequences arising from such breach have been remedied; and / or
- 11.1.2 Claim damages, including in particular damage, non-pecuniary damage, debt, costs of legal representation, cash expenses, tax obligations, contractual sanctions, penalties; and / or
- 11.1.3 Instruct the Client to perform Remedy; and / or

11.1.4 Withdraw from the Framework Agreement.

11.2 The Client is obliged to inform the Company immediately after learning about the Case of Breach.

12 Fees

12.1 The fees that the Client is obliged to pay according to the Framework Agreement and the GTC are regulated by the Tariff.

12.2 The Fees are paid according to the current Tariff and are payable on the day when the CO2IN Service, which is charged according to the Tariff, is provided.

12.3 Reimbursement of Costs, which the Client is obliged to reimburse to the Company under the Framework Agreement, is due on the day when the Company incurs the Costs.

12.4 In the event of termination of the Framework Agreement, the Company is not obliged to return any proportionate part of the fee according to the Tariff.

13 Termination of the Framework Agreement

13.1 The Framework Agreement shall be terminated (i) by agreement of the Parties, (ii) by termination of one of the Parties, or (iii) upon withdrawal.

13.2 The Client is entitled to terminate the Framework Agreement at any time. The notice period is one month from the date of delivery of the notice to the Client. In such a case, the Company is obliged to buy the Tokens owned by the Client for the price specified in the Application on the date of termination of the Framework Agreement, and if the price of the Token is not published on the date of termination of the Framework Agreement, then for the price immediately published after the date of termination of the Framework Agreement.

13.3 The Company is entitled to terminate the Framework Agreement at any time. The notice period is two months from the date of delivery of the notice to the Client. In such a case, the Client is obliged to resell the Tokens owned by him back to the Company for the price specified in the Application as of the date of termination of the Framework Agreement.

13.4 The Parties are entitled to withdraw from the Framework Agreement in cases established by the Framework Agreement, the GTC and/or the relevant legal regulations, in particular the Czech Civil Code. Withdrawal is effective upon delivery to the other Party.

13.5 The Framework Agreement is not terminated upon the death or dissolution of the Client and all rights and obligations pass to the heirs according to the relevant inheritance proceedings or legal successor.

13.6 After the termination of the contractual relationship between the Client and the Company established under the Framework Agreement, the Parties are obliged to mutually settle their obligations existing to the date of termination of the Framework Agreement, in particular to pay all amounts due.

14 Change of GTC

14.1 The Company is entitled to unilaterally change the Documents, in particular the GTC, at any time, under the conditions established by the relevant legal regulations. The Company shall notify the Client of any such change no later than one month before the date on which the change is to become effective, by e-mail or via the Application.

15 Final provisions

15.1 Should any provision of the Framework Agreement and/or the GTC become invalid, ineffective or unenforceable in any respect under applicable law, this will not affect the validity, effectiveness,

enforceability or legal integrity of any of the other provisions. For such cases, the Company and the Client undertake to replace such invalid, ineffective or unenforceable provision without undue delay with a valid and effective and enforceable provision that corresponds as closely as possible to the meaning and purpose of the original provision.

15.2 All information intended for the Client concerning the CO2IN Service, including current versions of the Documents, is made available through the Application or in another suitable manner.

15.3 The GTC are made in Czech and English versions. In case of discrepancies between the language versions, the Czech version prevails.

15.4 The Framework Agreement and the Documents are governed by the laws of the Czech Republic.

16 Definitions

“Account” means the Client's unique account maintained by the Company in the Application, through which the Client is entitled to carry out the Transfer of the Token;

“Allowance” means asset value corresponding to the right to emit into the air the equivalent of a tonne of carbon dioxide within the meaning of the Allowance Trading Act;

“Allowance Trading Act” means Act No. 383/2012 Coll. of the Czech Republic, On the Conditions for Trading in Greenhouse Gas Emission Allowances, as amended;

“Application” means a web and mobile application through which, inter alia, (i) a Token Transfer takes place (ii) the Company allows Clients to carry out the Liquidation the Allowance in exchange for Tokens, (iii) the Company may provide all electronic communication (remote communication) with Clients.

“Authentication Elements” means a set of security elements assigned to the Client by the Company, selected by the Client or agreed between the Company and the Client for access to the Application and entering instructions and operations within the Application and Account, in particular password for access to the Application, PIN code for access to the Application, SMS, biometric data (e.g. fingerprint, face ID), mobile device connected to the Account and confirmational push notifications;

“Basic Limit” means the amount of the Basic Limit specified in the Tariff;

“Case of Breach” means a breach of a legal obligation and/or an obligation arising under the Framework Agreement by the Client and/or cases which the Framework Agreement and/or the GTC refer to as a Case of Breach;

“Client” means a legal person registered as a user of the Application with its Account and at the same time has a validly concluded Framework Agreement, and further natural person registered as a user of the Application with its Account and at the same time has a validly concluded Framework Agreement within their business activities or independent performance of their profession;

“CO2IN Services” means all services provided by the Company to Clients under the Framework Agreement;

“Company” means The CO2IN, a.s., with its registered office at Pobřežní 620/3, Karlín, 186 00 Prague 8, Company Identification Number 09450050, entered in the Commercial Register kept at the Municipal Court in Prague, Section B, Insert 25633;

“Costs” means the funds paid by the Company to third parties in connection with the provision of CO2IN Services under the Framework Agreement, such as bank charges for non-cash transfers of funds to/from abroad and currency conversions;

“Czech Civil Code” means Act No. 89/2012 Coll. of the Czech Republic, The Civil Code, as amended;

"CZK" means the Czech Koruna, i.e. the official currency unit of the Czech Republic;

"Documents" means the Framework Agreement, the GTC, the Tariff, the Privacy Policy and the EULA altogether;

"EUR" means Euro, i.e. the official currency unit of the Eurozone countries;

"Exchange Time" means the time of the exchange of funds deposited to the Account by the Client carried out by the company from CZK to EUR;

"Framework Agreement" means a framework agreement under which the services referred to therein are provided;

"GDPR Regulation" means EU Regulation No. 2016/679 on the protection of personal data;

"GTC" means the current version of the General Terms and Conditions issued by the Company;

"Liquidation of the Allowance" means the withdrawal of an Allowance from circulation pursuant to Article 68 of Commission Regulation (EU) No 389/2013 of 2 May 2013 establishing a Union Registry pursuant to Directive 2003/87/EC of the European Parliament and of the Council, Decisions No 280/2004/EC and No 406/2009/EC of the European Parliament and of the Council and repealing Commission Regulations (EU) No 920/2010 and No 1193/2011, whereby the decommissioning of the Allowance may indirectly reduce CO2 emissions to air;

"Liquidation of the Token" means the decommissioning of the Token, i.e. the actual destruction of the Token and the impossibility of its further use;

"Limit" means any amount stated in the Tariff or the amount about which the Client will be informed by the Company, which is not the Basic Limit;

"Parties" means the Company and the Client jointly; "Party" means the Company or the Client, respectively;

"Remedy" means the adoption of measures to eliminate or mitigate the consequences of Cases of Breach;

"Transfer of the Token" means (i) the purchase and sell of the Token between the Client and the Company, and / or (ii) the exchange of the Token for another, and / or (iii) the exchange of the Token for goods and services of another Client, and / or (iv) to provide services and sell goods to another Client in exchange for Token;

"Tariff" means the Company's tariff containing a list of fees charged by the Company to the Client in connection with the provision of CO2IN Services;

"Token" means the virtual instrument "CO2IN", which can be used in accordance with the Framework Agreement and the GTC; and

"Verification" means the process of providing the Company with all required documents by the Client for the identification and / or control of the Client, and on the basis of the submitted documents the successful completion of the full identification and / or check of the Client by the Company.

This GTC enters into force and becomes effective as of 9 September 2021.