

# Terms and Conditions

## **These Terms and Conditions (“Terms”) govern**

- the use of this Website and any other website or online service that links to these Terms (collectively, the “Website”), and,
- any other related Agreement or legal relationship with the Equito

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

These Terms constitute an agreement between you and the Equito, so it is important that you review them carefully.

## **This Website is provided by:**

Cryptix d.o.o., Ameriška ulica 8, 1000 Ljubljana, Slovenia

**Equito contact email:** info@equito.co

Equito is a marketplace for primary offerings of securities whereby the brokerage services are provided by investment firms or their tied agents.

## **Payment services (Mangopay Terms)**

Payment services are provided by MANGOPAY SA a société anonyme [joint-stock company] governed by Luxembourg law, with capital of 12,700,000 euros, the registered office of which is located at 2, Avenue Amélie, L-1125 Luxembourg and registered in the Luxembourg Business and Companies Registry under number B173459, authorised to exercise their activity in the European Economic Area, in the capacity of an electronic money institution authorised by the Luxembourg Commission de Surveillance du Secteur Financier [Oversight Commission of the Financial Sector], 283 route d’Arlon L-1150 Luxembourg, www.cssf.lu.

MANGOPAY is a partner of equito.co. Integral part of these terms are also terms and condition of MANGOPAY, available here:

[https://www.mangopay.com/terms/PSP/PSP\\_MANGOPAY\\_EN.pdf](https://www.mangopay.com/terms/PSP/PSP_MANGOPAY_EN.pdf)

## **What the User should know at a glance**

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.
- **Usage of this Website and the Service is age restricted:** to access and use this Website and its Service the User must be an adult under applicable law.
- These Terms contain an arbitration clause that applies to Users depending on the circumstances. It affects how disputes with the Equito are resolved. Users are advised to read it carefully.

## **Terms of use**

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Website.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Website, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users must be recognized as adult by applicable law;
- Users aren't located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country;
- Users aren't listed on any U.S. Government list of prohibited or restricted parties;

## **Account registration**

To use the Service Users might register or create a User account, providing all required data or information in a complete and truthful manner.

Failure to do so will cause unavailability of the Service.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by this Website.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Equito via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

## **Conditions for account registration**

Registration of User accounts on this Website is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Accounts registered by bots or any other automated methods are not permitted.

- Unless otherwise specified, each User must register only one account.
- Unless explicitly permitted, a User account or its login credentials may not be shared with other persons.

### **Account termination**

Users can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting Equito at the contact details provided in this document.

### **Account suspension and deletion**

Equito reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts which it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

### **Content on this Website**

Unless where otherwise specified or clearly recognizable, all content available on this Website is owned or provided by Equito or its licensors.

Equito undertakes its utmost effort to ensure that the content provided on this Website infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

### **Rights regarding content on this Website – All rights reserved**

Equito holds and reserves all intellectual property rights for any such content.

Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Website nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Website, the User may download, copy and/or share some content available through this Website for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by Equito are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

### **Access to external resources**

Through this Website Users may have access to external resources provided by third parties. Users acknowledge and accept that Equito has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

### **Acceptable use**

This Website and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Website and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, Equito reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to this Website or the Service, terminating contracts, reporting any misconduct performed through this Website or the Service to the competent authorities – such as judicial or administrative authorities – whenever Users engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Equito's legitimate interests;
- offend the Equito or any third party.

### **Liability and indemnification**

#### **Indemnification**

The User agrees to indemnify and hold Equito and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable use of or connection to the Service, violation of these Terms, infringement of any third-party rights or statutory provision by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

#### **Limitation of liability**

Equito makes no representations or warranties of any kind as to the accuracy, currency, or completeness of the information and other materials made available through the Website. Equito is not liable for any decisions Users may make in reliance of this content. The Website is provided for informational purposes only and "as is" without warranties of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, title, non-infringement, or other violation of rights. Unless otherwise explicitly stated and without prejudice to applicable statutory product liability provisions, Users shall have no right to claim damages against Equito (or any natural or legal person acting on its behalf).

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, Equito shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

In particular, within the limits stated above, Equito, or Equitos holding companies, subsidiaries, affiliates, directors, officers, employees, agents, and assigns shall not be liable for any direct or indirect, special, incidental, consequential:

- loss of profits, business opportunities and any other loss, even indirect, that may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);
- damages or losses resulting from interruptions or malfunctions of this Website due to acts of force majeure, or unforeseen and unforeseeable events and, in any case, independent of the will and beyond the control of Equito, such as, but not limited to, failures or disruptions of telephone or electrical lines, the Internet and / or other means of transmission, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the delivery of products, third-party services or applications;
- losses that are not the direct consequence of a breach of the Terms by Equito;
- damage, prejudice or loss occurring due to viruses or other malware contained in or connected to files available for download from the internet or via this Website. Users are responsible for implementing sufficient security measures – such as anti-viruses and firewalls to prevent any such infection or attack and for securing backup copies of all data or information exchanged via or uploaded to this Website.

## **Common provisions**

### **No Waiver**

Equito's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

### **Service interruption**

To ensure the best possible service level, Equito reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Equito may also decide to suspend or terminate the Service altogether. If the Service is terminated, Equito will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the Service might not be available due to reasons outside the Equito's reasonable control, such as "force majeure" (eg. labor actions, infrastructural breakdowns or blackouts etc).

### **Service reselling**

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Website and of its Service without the Equito's express prior written permission, granted either directly or through a legitimate reselling program.

## **Privacy policy**

To learn more about the use of their Personal Data, Users may refer to the privacy policy of this Website.

## **Intellectual property rights**

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Website are the exclusive property of Equito or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Website are, and remain, the exclusive property of Equito or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

## **Changes to these Terms**

Equito reserves the right to amend or otherwise modify these Terms at any time. In such cases, Equito will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User for the future.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service. Failure to accept the revised Terms, may entitle either party to terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from Equito.

If required by applicable law, Equito will specify the date by which the modified Terms will enter into force.

## **Assignment of contract**

Equito reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of Equito.

## **Contacts**

All communications relating to the use of this Website must be sent using the contact information stated in this document.

## **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

## **EU Users**

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

## **US Users**

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Equito with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

## **Governing law**

These Terms are governed by the law of the place where the Equito is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

## **Exception for European Consumers**

However, regardless of the above, if the User qualifies as a European Consumer and has their habitual residence in a country where the law provides for a higher consumer protection standard, such higher standards shall prevail.

## **Venue of jurisdiction**

The parties shall use their best efforts to resolve any disputes, controversies, and differences which may result from or in connection to these Terms, by mutual negotiation and agreement.

If an attempt at a mutual solution fails, the parties agree to solve the controversy by way of arbitration before the Slovenian arbitration court and according to procedural rules adopted by such arbitration body.

## **Definitions and legal references**

### **This Website (or this Website)**

The proprietary and licensed software solutions that enables the provision of the Service.

## **Agreement**

Any legally binding or contractual relationship between the Equito and the User, governed by these Terms.

**Business User**

Any User that does not qualify as a Consumer.

**European (or Europe)**

Applies where a User is physically present or has their registered offices within the EU, regardless of nationality.

**Equito (or We)**

Indicates the Cryptix d.o.o., Ameriška ulica 8, 1000 Ljubljana, Sloveniawhen providing this Website and/or the Service to Users within the Website or related websites, linked to Website

**Service**

The service provided by this Website and related applications within or linked to Website as described in these Terms and on this Website.

**Terms**

All provisions applicable to the use of this Website and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

**User (or You)**

Indicates any natural person or legal entity using this Website.

**Consumer**

Any User qualifying as a natural person who accesses goods or services for personal use, or more generally, acts for purposes outside their trade, business, craft or profession.