

Terms and Conditions: v.3 dd. 29/11/2024

Terms and Conditions

1. Introduction

These Terms and Conditions ("Terms") govern your access to and use of our services, including our website and any other associated services provided by Lutron s.r.o. (collectively, the "Platform").

By accessing or using the Platform, you agree to comply with and be legally bound by these Terms, as well as our Privacy Policy and any other applicable policies or guidelines. If you do not agree to these Terms, you must not use the Platform.

1.1 Acceptance of Terms

By creating an account, accessing, or using any part of the Platform, you agree to be bound by these Terms and all other terms and policies that we may publish from time to time. These Terms constitute a legally binding agreement between you ("User", "you", or "your") and Lutron s.r.o. ("we", "us", or "our").

1.2 Additional Terms

Certain services offered through the Platform may be subject to additional terms and conditions specified by us from time to time. Your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms by reference. If there is a conflict between these Terms and the additional terms applicable to a specific service, the additional terms will take precedence.

1.3 Contact Information

If you have any questions or concerns about these Terms, please refer to Section 14 for contact details.

2. Definitions

For the purposes of these Terms, the following definitions apply:

- "User": Any individual or entity that accesses or uses the Platform.
- "Account": The User account created on the Platform.
- "Cryptocurrency": Digital or virtual currencies that use cryptography for security and operate independently of a central bank.
- "Fiat Currency": Government-issued currency that is not backed by a physical commodity, such as USD, EUR, GBP, etc.
- "Services": All services provided by Lutron s.r.o. through the Platform, including but not limited to exchanging fiat to cryptocurrency and vice versa.
- "AML": Anti-Money Laundering, which refers to a set of procedures, laws, or regulations designed to stop the practice of generating income through illegal actions.
- "KYC": Know Your Customer, which refers to the process of verifying the identity of its clients and assessing potential risks of illegal intentions for the business relationship.

- "Platform": The website and any other associated services provided by Lutron s.r.o.
- "Transaction": Any activity involving the transfer or exchange of Cryptocurrency or Fiat currencies using the Platform.
- "Transfer": The process of transferring Fiat Currency or Cryptocurrency to another Cryptocurrency wallet or bank account.
- "Exchange": The process of converting Fiat Currency to Cryptocurrency and vice versa.

3. Eligibility

3.1 Business Entity or Personal Eligibility

To use the Platform, you must either be a legally registered business entity or an individual with the capacity to enter into a binding agreement. By accessing or using the Platform, you represent and warrant that, if you are a business entity, your entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization. If you are an individual, you represent and warrant that you are at least 18 years of age (or the age of majority in your jurisdiction) and have the legal authority to enter into a binding agreement.

3.2 Geographic Restrictions

The Platform is intended for use in jurisdictions where such use complies with applicable laws and regulations. Users may not use the Platform if they are located in, or are residents or nationals of, any country or territory where the use of the Platform is prohibited by law or regulation, or where Lutron s.r.o. has elected not to offer its services.

3.3 Prohibited Users

The following Users are prohibited from using the Platform:

- Users that have been previously suspended or removed from the Platform.
- Users on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List, or any list maintained by the United States Department of Treasury's Office of Foreign Assets Control (OFAC), the European Union, or any other relevant authority.
- Users that fail to meet our compliance requirements, including AML and KYC obligations.

3.4 Compliance with Local Laws

You are solely responsible for ensuring that your use of the Platform complies with the laws and regulations applicable in your jurisdiction. We make no representations or warranties that the Platform is appropriate for use in all jurisdictions. By using the Platform, you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Platform.

3.5 Authorized Representatives

If you are registering or using the Platform on behalf of a business entity, you represent and warrant that:

- You are authorized by the business entity to act on its behalf.
- The business entity will be bound by these Terms and any other agreements executed by its authorized representatives.

- All information provided during the registration and verification process is accurate and complete.
- You will ensure that each person who uses the Platform on behalf of the business entity is aware of and complies with these Terms.

Authorized Representative shall notify Lutron s.r.o. of any changes in the business entity's structure or ownership that may affect compliance with AML/KYC requirements.

3.6 Verification

As part of our commitment to regulatory compliance, you must complete our verification process, including AML and KYC procedures, as a mandatory condition for accessing our Services. This includes, but is not limited to, providing identification documents and any other relevant information we may require.

4. Account Registration and AML/KYC Compliance

4.1 Account Registration

To access certain features of the Platform, you must register for an Account. During the registration process, you agree to:

- Provide accurate, current, and complete information.
- Update your account information promptly to keep it accurate, current, and complete.
- Maintain the security and confidentiality of your login credentials.
- Notify us immediately if you discover or suspect any unauthorized access or use of the Account.

4.2 AML/KYC Compliance

As part of our commitment to preventing money laundering and terrorist financing, you must undergo our Anti-Money Laundering (AML) and Know Your Customer (KYC) procedures. This is a mandatory condition for accessing our Services.

4.3 Ongoing Compliance

You agree to comply with all ongoing AML/KYC requirements, including periodic reviews and updates of the provided information. Failure to comply with AML/KYC requirements may result in suspension or termination of the Account.

4.4 Confidentiality of Information

All information and documentation provided during the AML/KYC process will be treated as confidential and will be used solely for the purposes of compliance with legal and regulatory requirements. We will not disclose this information to third parties except as required by law or regulation.

4.5 Approval of Account

The approval of your Account is at the sole discretion of Lutron s.r.o. We reserve the right to reject any application for registration or to suspend or terminate any Account if we determine, in our

sole discretion, that the User poses a risk of non-compliance with AML/KYC requirements or any other applicable laws and regulations.

5. Services

5.1 Exchange

The Platform provides an exchange service that allows Users to convert fiat and cryptocurrency. This service is subject to availability and market conditions. The Platform supports the following types of transfers:

- **Fiat to Crypto:** Exchanging fiat currency to cryptocurrency.
- **Crypto to Fiat:** Exchanging cryptocurrency to fiat currency.

Using technical methods, we undertake to perform digital currency exchange for a fee from the User, after the submitting the application by this person, and makes it through the sale of digital currency to Users wishing to purchase it for the money amount which is not lower than that in the application submitted by the User. We undertake to transfer money only according to the details specified by the User. In case when a profit occurs at the time of exchange, it remains on our account.

5.2 Transfers

You can transfer cryptocurrencies or fiat currencies from its Account to external wallets or bank accounts. The following conditions apply:

- **Cryptocurrency Transfers:** You can transfer cryptocurrencies from your Account to an external cryptocurrency wallet. Ensure that the wallet address is accurate, as transactions are irreversible once completed. You are solely responsible for the accuracy of the wallet address and any other transfer details. Lutron s.r.o. is not liable for any losses resulting from incorrect transfer information.
- **Fiat Transfers:** You can transfer fiat currency from your Account to an external bank account. You are solely responsible for the accuracy of the bank account details and any other transfer information. Lutron s.r.o. is not liable for any losses resulting from incorrect transfer information.

5.3 Security and Storage

We implement industry-standard security measures to protect cryptocurrencies and fiat currencies stored on the Platform, including but not limited to encryption, secure servers, and regular security audits. Our security protocols are designed to minimize the risk of unauthorized access, hacking, and other security breaches.

Our specific measures to combat information breaches include:

- **Encryption:** All sensitive data, including user credentials and transaction information, is encrypted using industry-standard encryption methods, both in transit and at rest.
- **Regular Security Audits and Penetration Testing:** We perform routine security audits and penetration tests to identify and fix potential vulnerabilities in our infrastructure.
- **Access Control and Monitoring:** We implement strict access control policies and monitor system access logs to detect any unauthorized attempts to access our systems.

- **Incident Response Procedures:** In the event of a breach, we have a dedicated team to promptly respond and contain the incident, identify the cause, and take corrective actions. Affected users will be notified promptly, in accordance with applicable regulations.
- **Data Backup and Recovery:** We maintain secure backups of critical data and have a disaster recovery plan in place to restore any compromised or lost information.

In the event of an information breach, we have established a comprehensive response plan. Our procedures include immediate investigation, identification, and mitigation of the breach to prevent further unauthorized access. Additionally, we continuously monitor our systems for any unusual activity or vulnerabilities that could potentially lead to an information breach.

However, despite these measures, we cannot guarantee the absolute security of your funds. While we take every reasonable step to safeguard your assets, you acknowledge and accept that there are inherent risks associated with online transactions and digital asset storage. We are not liable for any losses, damages, or liabilities arising from:

- Unauthorized access to your account, including breaches of your login credentials, whether or not due to our fault.
- Hacking attempts, cyberattacks, or security vulnerabilities that may affect our systems or third-party systems.
- Loss or theft of cryptocurrencies or fiat currencies due to security breaches or technical failures.
- Any other event beyond our reasonable control that affects the security of your funds.

It is your responsibility to take appropriate measures to protect your account, including using strong, unique passwords and regularly reviewing your account activity.

5.4 Service Availability

We strive to ensure that the Platform is available 24/7. However, we do not guarantee uninterrupted access to the Platform. The Platform may be unavailable from time to time for maintenance or other reasons. We will endeavor to provide advance notice of scheduled maintenance but cannot guarantee that such notice will always be provided.

5.5 Fees

You agree to pay all applicable fees associated with your use of the Services. We reserve the right to change our fees at any time, and any changes will be effective immediately upon posting on the Platform.

5.6 Compliance with Law

You must use the Services in compliance with all applicable laws and regulations, including but not limited to AML and KYC requirements. Failure to comply with applicable laws may result in the suspension or termination of your Account and access to the Services.

5.7 Additional provisions.

5.7.1. If we receive an amount on our account that differs from that indicated in the application, we may make a resettlement, which corresponds to the actual receipt of digital currency. Should this amount exceed the amount specified in the application for more than 10%, we can terminate

the contract unilaterally and all funds are returned to the User's details, and all commission expenses associated with the transfer are deducted from that amount.

5.7.2. Should the digital currency not be sent by us to the specified details of the User within 24 hours, the User has the full right to demand the termination of the agreement and cancel the application, thereby making the return of digital currency on its account in full. Application for termination of the agreement and return of digital currency is performed by us in the event that the money has not yet been transferred according to the details of the User. In case of terminating the agreement, the return of e-currencies is made within 24 hours of receipt of the application for termination of the agreement. If a delay in the return occurred through no our fault, we will not take responsibility for it.

5.7.3. If no digital currency arrives from the User to us within the specified period from the date of submitting the application by the User, the agreement between the parties shall be terminated unilaterally, since the agreement does not enter into force. There may be no notice about it sent to the User. Shall no digital currency arrive after the deadline, then such funds are transferred back to the account of the User, and all commission expenses associated with the transfer are deducted from that amount.

5.7.4. If there is a delay in the transfer of funds to the account details specified by the User, through a fault of a payment system, we shall not be liable for any damage caused as a result of a delayed transfer. In this case, User shall agree that all claims would be referred to the payment system, and we shall provide assistance as far as possible under the law.

5.7.5. In case of forgery of communication flows, or due to influence in order to degrade our performance, namely its software code, the application is suspended, and the money transferred are subject to resettlement in accordance with the agreement in effect. Shall the User not agree to the resettlement, he has every right to terminate the agreement and the digital currency shall be transferred to the account details specified by the User, and all commission expenses associated with the transfer are deducted from that amount.

5.7.6. We shall not be liable for any damage or consequences of an erroneous transfer of e-currency in the event that User have specified wrong details during application submission.

6. Fees

6.1 Fee Structure

You agree to pay all applicable fees associated with your use of the Services. The fee schedule is available on the Platform and may include fees for:

- Transfers: Fees for transferring fiat or cryptocurrency.
- Exchange: Fees for exchanging fiat and cryptocurrency.

6.2 Changes to Fees

We reserve the right to change our fees at any time. Any changes to the fee structure will be effective immediately upon posting the updated fee schedule on the Platform. Your continued use of the Services following the posting of the updated fees constitutes your acceptance of the new fees.

6.3 Payment of Fees

Fees will be deducted automatically from your Account at the time of the transaction or as otherwise specified by the Platform. You are responsible for ensuring that your Account has sufficient funds to cover any fees owed. If your Account does not have sufficient funds, we may, at our discretion, suspend or cancel the Transaction or suspend your access to the Services.

6.4 Third-Party Fees

Your use of the Services may incur fees charged by third parties, such as banks or payment processors. You are responsible for any such fees and they are in addition to the fees charged by Lutron s.r.o.

6.5 Refund Policy

All fees paid to Lutron s.r.o. are non-refundable unless otherwise specified in these Terms or required by applicable law. We may, at our sole discretion, issue refunds under certain circumstances, but this does not obligate us to provide refunds in the future.

6.5.1. Eligibility for Refund

Refunds may be considered under the following circumstances:

- **Incorrect Fee Charges:** If a fee was incorrectly charged, we may issue a refund once the dispute is reviewed and resolved in your favor.
- **Technical Issues:** In cases of technical errors resulting in a failed transaction or incorrect fee charges.
- **Regulatory Requirements:** If required by applicable laws or regulations, we may issue a refund, subject to the legal framework.

6.5.2. Refund Request Process

To request a refund, you must follow these steps:

- **Submit a Request:** You must submit a refund request through the Platform or via the designated support channels. The request must include the following details:
 - The transaction ID or relevant reference.
 - A description of the issue or reason for requesting the refund.
 - Any supporting documents or evidence (e.g., screenshots, transaction logs) that help substantiate your claim.
- **Timeline for Request:** Refund requests must be submitted within 5 business days from the date of the disputed transaction. Requests submitted after this period may not be eligible for consideration unless required by applicable law.

6.5.3. Review and Investigation

Upon receiving a refund request, we will conduct an investigation to determine if the request meets the eligibility criteria. This process includes:

- **Verification:** Verifying the transaction details, reviewing any evidence provided, and assessing the request against our internal records.
- **Assessment Criteria:** Our specialists will assess whether the fee or charge was incorrectly applied or if other factors (e.g., technical errors, service issues) justify a refund.

The review process typically takes up to 10 business days, but may be extended if additional information or documentation is needed. You will be notified if more time is required to complete the review.

6.5.4. Refund Decision

After the investigation is complete, we will notify you of the decision via the contact method provided in your refund request. Possible outcomes include:

- **Refund Approved:** If your request is approved, the refund will be processed to your original payment method within 5-10 business days from the approval date.
- **Refund Denied:** If your request is denied, you will be provided with an explanation of the reasons for the denial. In this case, the original fee charge will remain unchanged.

6.5.5. Conditions

- **No Future Obligation:** Approval of a refund does not create an obligation for us to issue refunds in future transactions or under similar circumstances.
- **Fees and Charges:** We may deduct any applicable transaction or processing fees associated with the refund process.

6.5.6. Refund Exceptions

Refunds will not be granted under the following circumstances:

- **Non-compliance with Terms:** If the request is based on a violation of the Platform's terms or policies.
- **Unqualified Disputes:** If the request is submitted after the 5-day deadline or lacks sufficient evidence to support the claim.
- **No Fault of Service:** If the dispute is not related to an issue caused by Lutron s.r.o. (e.g., issues resulting from user error or third-party actions).

6.5.7. Final Decision

Our decision regarding any refund request is final and binding.

6.6 Taxes

You are responsible for any taxes applicable to your transactions on the Platform. We are not responsible for determining whether taxes apply to your transactions or for collecting, reporting, or remitting any taxes arising from any transaction.

6.7 Fee Disputes

If you believe that a fee has been incorrectly charged, you must contact us within 5 business days of the date of the transaction. We do not charge a fee for dispute requests. Upon receiving a dispute request, the matter will be referred to the financial department for investigation. The specialists of the financial department are guided by the following factors when conducting their analysis:

- The details of the transaction, including the date, amount, and nature of the fee.
- The User's account activity to verify whether the fee was charged in accordance with the Terms.
- Any supporting documentation or evidence provided by the User to substantiate the dispute.

- Internal records and technical logs that may provide further clarification regarding the transaction.

The financial department is required to provide a written response to the User within 10 business days of receiving the dispute request. In cases where resolving the dispute requires additional documents or information from the User, this timeframe may be reasonably extended until the requested documents or information are received.

If the investigation concludes that the fee was charged incorrectly, the disputed amount will be refunded to the User's Account within 5 business days following the resolution. In cases where the dispute is not resolved in the User's favor, the response will include a detailed explanation of the decision.

The resolution of fee disputes, as determined by the relevant department, shall be final and binding.

7. User Conduct

7.1 Compliance with Laws and Regulations

You agree to use the Platform in compliance with all applicable laws, regulations, and guidelines, including but not limited to AML and KYC requirements. You are responsible for understanding and complying with the laws and regulations of your jurisdiction and any other jurisdictions applicable to your use of the Platform.

7.2 Prohibited Activities

7.2.1 The use of our Services is strictly forbidden for any activities or businesses falling under the following categories ("Prohibited Activities"). We retain the right to monitor any of your transactions or accounts associated with these Prohibited Activities at all times:

- (a) unlicensed money service businesses, including but not limited to payment services providers, the sale of money orders or cashier's checks or any money transmitter activities;
- (b) banks or financial institutions that do not maintain a physical presence in any country (a "Shell Bank") or that have financial activities or services that do not comply with, or would cause Lutron s.r.o. or its affiliates to be in violation of any applicable laws, regulations, or other legal authority;
- (c) adult content and services, including but not limited to any types of pornography and other obscene materials (including literature, imagery and other media), sites offering any sexually related services such as prostitution, escorts, pay-per view, and adult live chat features;
- (d) deceptive marketing and false advertising services;
- (e) religious and/or spiritual organizations;
- (f) unlicensed sale of weapons of any kind, including but not limited to firearms, ammunition, knives, explosives, or related accessories;
- (g) certain regulated products and services, including but not limited to marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; and toxic, flammable, and radioactive materials;

- (h) pseudo-pharmaceuticals - companies manufacturing and or selling untested or unapproved pharmaceuticals;
- (i) drugs and drug paraphernalia, including but not limited to, sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bong, vaporizers and hookahs
- (j) money-laundering, fraud, terrorist financing, or any other type of financial crimes;
- (k) any sort of Ponzi scheme, pyramid scheme, or multi-level marketing program;
- (l) goods or services that infringe or violate any copyright, trademark, or proprietary rights under the laws of any jurisdiction;
- (m) layaway systems, or annuities;
- (n) counterfeit or unauthorized goods, including but not limited to the sale or resale of fake or “novelty” IDs and the sale of goods or services that are illegally imported or exported or which are stolen;
- (o) wash trading, front-running, insider trading, market manipulation or other forms of market-based fraud or deceit;
- (p) purchasing goods of any type from hidden service markets or “Darknet” markets, or any other service or website that acts as a marketplace for illegal goods (even though such marketplace might also sell legal goods);
- (q) any other matters, goods, or services that from time to time we deem to be unacceptable, and which, for example, may be restricted by our and your bank or payment partners;
- (r) any other unlawful activities which would, in our sole discretion, violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where we conduct business, or which would involve proceeds of any unlawful activities;
- (s) Shell Banks or financial institutions that have customers that are Shell Banks;
- (t) entities with bearer share ownership;
- (u) defense industry, firearms & munitions manufacturers;
- (v) nuclear energy;
- (w) restricted financial services, including but not limited to credit repair, debt settlement, refinance, bail bonds, collections agencies; or
- (x) transactions or business involving ivory and protected species.
- (y) any engagement with sanctions or embargoed countries, entities, or individuals, including but not limited to activities that would circumvent, violate, or attempt to violate economic, trade, or

financial sanctions or embargoes imposed by any applicable legal authority, or engaging in trade practices or other activities that would result in violations of such sanctions or embargoes.

7.2.2 Should we discover or have reasonable grounds to suspect that your account is involved with any of the Prohibited Activities listed above, at our sole discretion, we will deem this a breach of these Terms. Consequently, we may suspend or terminate your Account, block Transactions, or freeze your funds immediately without prior notice. Furthermore, we reserve the right to report any suspected or confirmed activities related to Prohibited Activities to law enforcement authorities.

7.3 Security and Confidentiality

While we take all reasonable measures to protect your funds and account information as outlined in Section 5.3 (Security and Storage), you are ultimately responsible for maintaining the confidentiality of your login credentials and ensuring the security of your account.

Despite the security measures we implement, you must remain vigilant and take steps to protect your account from unauthorized access. This includes using strong, unique passwords and regularly monitoring your account for any suspicious activity.

You are responsible for all activities that occur under your account, whether authorized or not. If you suspect any unauthorized access to or use of your account, you must notify us immediately. Failure to do so may result in loss or theft of your funds, for which we will not be liable.

By using our services, you agree to take all necessary precautions to safeguard your account and promptly report any security concerns to us.

7.4 Monitoring and Enforcement

We reserve the right to monitor your use of the Platform to ensure compliance with these Terms and applicable laws and regulations. We may investigate any suspected or alleged violations and take appropriate action, including but not limited to reporting suspicious activity to law enforcement authorities, terminating accounts, or blocking access to the Platform.

7.5 Reporting Violations

If you become aware of any violation of these Terms, you must promptly notify us. We will review and investigate all reports of violations and take appropriate action at our sole discretion.

7.6 Cooperation with Law Enforcement

We will cooperate with law enforcement authorities and comply with any court orders or lawful requests from government authorities regarding the use of the Platform and information associated with your account.

7.7 Indemnification

You agree to indemnify and hold harmless Lutron s.r.o., its affiliates, and their respective officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of the Platform, your violation of these Terms, or your violation of any rights of another.

8. Intellectual Property

8.1 Ownership

All content, features, and functionality on the Platform, including but not limited to text, graphics, logos, icons, images, audio clips, video clips, data compilations, software, and the compilation and arrangement thereof, are the exclusive property of Lutron s.r.o. or its licensors and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

8.2 Limited License

You are granted a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform and its content for your internal, lawful use only. This license is subject to these Terms and does not include:

- Any resale or commercial use of the Platform or its content.
- Any derivative use of the Platform or its content.
- Any downloading or copying of account information for the benefit of another business entity.
- Any use of data mining, robots, or similar data gathering and extraction tools.

8.3 Trademarks

The trademarks, service marks, and logos (collectively, "Trademarks") displayed on the Platform are the registered and unregistered marks of Lutron s.r.o., its licensors, or other third parties. You are not granted any right or license to use any Trademarks without the prior written permission of Lutron s.r.o. or the applicable third-party owner.

8.4 Copyright

All content on the Platform is protected by copyright law. Unauthorized use, reproduction, modification, distribution, transmission, republication, display, or performance of the content on the Platform is strictly prohibited. You may not use any content from the Platform for any public or commercial purpose without the prior written permission of Lutron s.r.o. or the appropriate rights holder.

8.5 Feedback

Any feedback, comments, or suggestions you may provide regarding Lutron s.r.o. or the Platform is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

8.6 Reporting Intellectual Property Infringement

If you believe that any content on the Platform infringes your intellectual property rights, please contact us with the following information:

- A description of the intellectual property rights that you claim have been infringed.
- A description of the content that you claim is infringing and where it is located on the Platform.

- Your address, telephone number, and email address.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property rights owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the information you have provided is accurate and that you are the intellectual property rights owner or are authorized to act on behalf of the owner.

8.7 Termination of Access for IP rights infringements

In accordance with applicable law, Lutron s.r.o. has adopted a policy of terminating, in appropriate circumstances and at Lutron s.r.o.'s sole discretion, users who are deemed to be infringers. Lutron s.r.o. may also at its sole discretion limit access to the Platform and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

9. Termination

9.1 Termination by Lutron s.r.o.

We reserve the right to suspend or terminate your Account and access to the Platform at our sole discretion, without notice and without liability, for any reason, including if we believe, in our sole discretion, that:

- You have violated these Terms or any other agreement or policy incorporated by reference.
- Your use of the Platform poses a security risk to the Platform or any other users.
- You engage in fraudulent or illegal activities.
- You fail to comply with applicable laws, regulations, or AML/KYC requirements.
- Your Account has been inactive for an extended period of time.

9.2 Termination by You

You may terminate your Account at any time by following the instructions on the Platform. Upon termination, you must cease all use of the Platform and destroy any copies of materials obtained from the Platform.

9.3 Effect of Termination

Upon termination of your Account:

- All rights and licenses granted to you under these Terms will immediately cease.
- You must immediately cease all activities authorized by these Terms.
- You will no longer have access to your Account and any data associated with it, which may be deleted by Lutron s.r.o.
- Any pending transactions at the time of termination may be cancelled.

9.4 Outstanding Obligations

Termination of your Account does not relieve you of any obligations to pay any outstanding fees or charges owed to Lutron s.r.o. at the time of termination.

9.5 Survival

The provisions of these Terms that by their nature should survive termination shall survive termination, including but not limited to provisions relating to intellectual property, disclaimers, limitations of liability, indemnification, and governing law.

9.6 No Liability for Termination

Lutron s.r.o. shall not be liable to you or any third party for any termination or suspension of your access to the Platform or deletion of your Account or data associated with it.

10. Limitation of Liability

10.1 No Warranty

To the fullest extent permitted by applicable law, the Platform and all Services provided by Lutron s.r.o. are offered on an "as is" and "as available" basis without any warranties of any kind, whether express or implied. We do not warrant that the Platform will be uninterrupted, error-free, or free of viruses or other harmful components.

10.2 Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall Lutron s.r.o., its affiliates, or their respective officers, directors, employees, or agents be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, use, goodwill, or other intangible losses, arising out of or in connection with:

- Your use of or inability to use the Platform.
- Any unauthorized access to or use of our servers and/or any personal information stored therein.
- Any interruption or cessation of transmission to or from the Platform.
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Platform by any third party.
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Platform.

10.3 Cap on Liability

To the fullest extent permitted by applicable law, the aggregate liability of Lutron s.r.o. arising out of or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total amount of fees paid by you to Lutron s.r.o. during the six (6) months immediately preceding the event giving rise to the claim for liability, and in any case shall not exceed nine thousand (9000) EUR.

10.4 Exclusions

Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities. To the extent that such exclusions or limitations are prohibited by applicable law, some of the exclusions or limitations set forth in these Terms may not apply to you. In such cases, the liability of Lutron s.r.o. will be limited to the fullest extent permitted by applicable law.

10.5 Release

If you have a dispute with one or more users of the Platform or any third party, you release Lutron s.r.o., its affiliates, and their respective officers, directors, employees, and agents from any claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

However, we remain responsible for disputes related to transactions, fees, and other matters between the User and Lutron s.r.o..

11. Indemnification

11.1 General Indemnification

You agree to indemnify, defend, and hold harmless Lutron s.r.o., its affiliates, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- Your use of the Platform or Services.
- Your violation of these Terms or any other applicable policies or agreements.
- Your violation of any rights of another, including but not limited to intellectual property rights or privacy rights.
- Any dispute or issue between you and any third party.

11.2 Indemnification for Regulatory Compliance

You agree to indemnify and hold harmless Lutron s.r.o., its affiliates, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with your failure to comply with applicable laws, regulations, or guidelines, including but not limited to AML and KYC requirements.

11.3 Indemnification Process

If Lutron s.r.o. seeks indemnification from you under this Section 11:

- We will promptly notify you in writing of any claim or proceeding brought against us for which we seek indemnification.
- We may, at our own expense, assume the exclusive defense and control of any matter for which we are entitled to indemnification.
- You will cooperate with us, at your own expense, in the defense or settlement of any such claim.

11.4 No Settlement Without Consent

You agree not to settle any matter for which you are obligated to indemnify Lutron s.r.o. without our prior written consent. We will not unreasonably withhold such consent.

11.5 Additional Remedies

The indemnification rights provided in this Section 11 are in addition to, and not in lieu of, any other rights or remedies that may be available to Lutron s.r.o. under applicable law.

12. Governing Law

12.1 Governing Law

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Slovakia, without regard to its conflict of law principles.

12.2 Jurisdiction

The courts of Slovakia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims). You agree to submit to the personal jurisdiction of the courts located within Slovakia for the purpose of litigating all such disputes or claims.

13. Changes to Terms

13.1 Right to Modify

We reserve the right to change or modify these Terms at any time, at our sole discretion. Any changes or modifications will be effective immediately upon posting the revised Terms on the Platform. It is your responsibility to review these Terms periodically to ensure you are aware of any changes or modifications.

13.2 Changes

In the event of any changes, the updated version of the Terms will be published on this page. It is your responsibility to periodically review this page to ensure familiarity with the most current version of the Terms. Your continued use of the Platform following the posting of changes or modifications will constitute your acceptance of such changes or modifications.

13.3 Acceptance of Changes

If you do not agree with the revised Terms, you must stop using the Platform and close your Account. Your continued use of the Platform after the effective date of any changes or modifications to these Terms will indicate your acceptance of such changes or modifications.

13.4 Access to Previous Versions

You can contact us for the previous version of the Terms at any time via contact methods provided in Section 14.2.

14. Contact Information

14.1 Customer Support

If you have any questions or concerns about these Terms, your Account, or any of our Services, please contact our customer support team. Our customer support team is available to assist you with any issues you may encounter.

14.2 Contact Methods

You can reach our customer support team through the following methods:

Email: info@cryptoleeway.com

14.3 Response Time

We strive to respond to all inquiries within 24 business hours. However, response times may vary depending on the nature and complexity of the inquiry.

14.4 Reporting Issues

For any technical issues or to report a bug, please contact our technical support team via contact methods provided in Section 14.2. Providing detailed information about the issue will help us resolve it more efficiently.

14.5 Address for Legal Notices

For any legal notices or service of process, please contact us at the following address:

Lutron s.r.o.

Hrachova 16B, Bratislava, 821 05 Slovakia

14.6 Updates to Contact Information

We may update our contact information from time to time. Please refer to the Platform for the most current contact details.